

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT  
AGENDA PACKAGE**

**Thursday, September 28, 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  
Lucas Chokanis, Assistant Secretary

## Staff:

Angel Montagna, District Manager  
Lynn Hayes, District Manager  
Michael Eckert, District Counsel  
David Hamstra, District Engineer  
Jeison Castillo, Area Field Director

## Revised Meeting Agenda Thursday, September 28, 2023 - 6:00 pm

1. **Call to Order and Roll Call**
2. **Audience Comments** *Three- (3) Minute Time Limit*
3. **Contractor Reports**
  - A. Benchmark
    1. Report on Harmony's Pocket Parks .....P.3
    2. Consideration of Pruning for Building Clearance Proposal .....P.34
4. **Staff Reports**
  - A. Field Manager
    1. Field Report and Responses .....P.35
    2. Update on Splash Pad
  - B. District Engineer
    1. Garden Road Aerial Site Plan
    2. 3136 Dark Sky Drive Swale Issue
    3. Five Oaks Drive Storm Sewer System Analysis
    4. Community Maintenance Facility at Lakeshore Park Survey Proposal
  - C. District Counsel
    1. Discussion of VC-1 .....P.57
    2. Discussion of status of Ownership and Maintenance of Stormwater Management Facilities in the Enclave and North Lake
    3. Discussion of Potential Spending Authorization Resolution to Supplement Procurement policy .....P.59
  - D. District Manager
    1. Discussion Regarding Verbatim Minutes
    2. Discussion of Website-Campus Suites Onboarding .....P.77
    3. Consideration of Relocating/Digitizing/Disposal of Storage Boxes .....P.95
5. **Consent Agenda**
  - A. Approval of Minutes from the Regular Meeting on August 24, 2023 .....P.96
  - B. Approval of Minutes from the Regular Meeting on July 27, 2023 .....P.150
  - C. Review of August 2023 Financial Statements .....P.237
  - D. Approval of August 2023 Invoices and Check Register .....P.250
6. **Old Business**
  - A. Update on Existing Code Enforcement Violations-Frontage Fence and Storage Containers
7. **New Business**
  - A. Consideration of Movie Night Facility Usage Applications .....P.252
  - B. Consideration of Egis Insurance Proposal .....P.256
  - C. Discussion Regarding a Parking Study
  - D. Discussion Regarding Fire Rescue Services
8. **Supervisor Requests**
9. **Adjournment**

*The next meeting is scheduled for Thursday, October 26, 2023, at 6:00 p.m.*

## District Office:

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

## Meeting Location:

3285 Songbird Circle  
St. Cloud, FL 34773

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



# PROJECT POCKET PARKS

## 9/12/23, 4:04 PM

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monument at Sebastian bridge and five oaks dr

Tuesday, September 12, 2023

Prepared For Harmony

2 Issues Identified



### **ISSUE 1**

Assigned To Five Oaks/ Animal Monument

Tree leaning toward the monument and benches needs to be removed and stump grinding so it's ground flush no replacement needed

See #2



### **ISSUE 2**

Assigned To Five Oaks Animal Monument

Tree needs to be removed leaning to much to stake replace with 35 gallon oak tree

\$2,950





# PROJECT POCKET PARKS

## 9/13/23, 10:04 AM

---

Dahoon holly ct pocket park

Wednesday, September 13, 2023

Prepared For Harmony

7 Issues Identified



## ISSUE 1



## ISSUE 2

Assigned To Dahoon Holly Park

Holly hedge is dying out some spots bushes are missing completely. I recommend we remove the holly bushes (36) and replace with (40) 3, gallon plumbago it will bring a little color to this very green park

**\$1,050**



## ISSUE 3

Assigned To Dahoon Holly Park

Fill in missing society garlic (25) 1 gallon I advised team to remove weeds next visit

**\$250**



## ISSUE 4

Assigned To Dahoon Holly Park

Fill area with (24) 1 gallon jasmine ground cover

**\$195**



### **ISSUE 5**

Assigned To Dahoon Holly Park

Plant (24)1 gallon jasmine ground cover it will match other side

**\$195**



### **ISSUE 6**

Assigned To Dahoon Holly Park

Fill in with (30)1 gallon society garlic

**\$265**



### **ISSUE 7**

Assigned To Dahoon Holly Park

Sod needed in the tree lawn (st.Augustine) 240sqft

**\$750 minimum of (1) pallet**



# PROJECT POCKET

## PARKS9/13/23, 10:30 AM

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main dog park on cat brier

Wednesday, September 13, 2023

Prepared For Harmony

13 Issues Identified



### ISSUE 1

Assigned To Dog Park Cat Brier

Crepe myrtle trees are dying along with the shrubs below .this is due to the extreme shade over head .I recommend removing trees and shrubs (4) crepes (20)bushes and replacing with (75)1 gallon jasmine ground cover

\$2,250



### ISSUE 2

Assigned To Dog Park On Cat Brier

Crepe myrtles are dying along with shrubs below .I recommend we remove (2)crepe myrtle trees,(22)shrubs and replace with (65)1 gallon jasmine ground cover

\$1,270



### ISSUE 3

Assigned To Dog Park On Cat Brier

Shrubs are dying as well as to big for area .I recommend we remove the shrubs replace with(30) lirioppe bring the bed in with sod (150sqft) this is next to grilling area ,the more open the better

\$750



### ISSUE 4

Assigned To Dog park On Cat Brier

The crepe Myrtle trees are completely dead ,the gold mounds are dying ,I recommend we remove the (5)crepe Myrtle trees ,remove all plants ,(50) lirioppe at the base of (3 ) trees and redid the rest .this is bbq and pick nick area.this will open the area up more for family's sod sqft (1,500)

\$4,150





### **ISSUE 5**

Assigned To Dog Park On Cat Brier

Plants are to big to sit in the chair I recommend we remove the plants and put in (35)1 gallon liriopse this will keep chess station clean and shrubs low

**\$380**



### **ISSUE 6**

Assigned To Dog Park On Cat Brier

Playground/grill area needs mulching (1,872)sqft "playground safe mulch"

**\$2,500 for 35 CY**



### **ISSUE 7**

Assigned To Dog Park On Cat Brier

Area needing sod

**See #9**



### **ISSUE 8**

Assigned To Dog Park On Cat Brier

Area needs sod

**See #9**



### ISSUE 9

Assigned To Dog park On Cat Brier

Huge areas need to have turf removed and replaced not all areas are dying .I recommend we bring in 10 pallets of sod to fix the some of the damaged areas .then revisit at a later date .that will give the fertilizer program time to heal bad areas as well

**\$8,500**



### ISSUE 10

Assigned To Dog Park On Cat Brier

Shrub dying ,replace with (1)15 gallon viburnum

**\$165**



### ISSUE 11

Assigned To Dog Park On Cat Brier

Shrubs dying out due to lack of sun I recommend we rip out shrubs put (60)1 galleon liriopae around the 3 trees and sod the rest to the side walk .sod sqft(3000)

**\$5,350**



### ISSUE 12

Assigned To Dog Park On Cat Brier

Tree needs to be removed out of dog park area stump ground out ,I recommend we put (1)35 gallon white crepe Myrtle tree in its place .this will match the other trees in park

**\$1,100**



### **ISSUE 13**

Assigned To Dog Park On Cat Brier

These trees are sick along with the bushes below .these seem to be holding on a little longer then the other sections at this park how ever they will die out with in 2 years for same reasons (heavy shade)I recommend we pull both the trees and the (42)shrubs out and plant (100) jasmine ground cover and 100sqft of sod to bring the bed in .this will match the other end of park

**\$1,800**





# PROJECT POCKET PARKS

## 9/13/23, 2:20 PM

---

pocket park on beargrass

Wednesday, September 13, 2023

Prepared For Harmony

5 Issues Identified



### ISSUE 1

Assigned To Bear Grass Park

Sod needs to be replaced sqft(715)

**\$1,500**



### ISSUE 2

Assigned To Bear Grass Park

Recommend (35) 1gallon lirioppe

**\$280**



### ISSUE 3

Assigned To Bear grass Park

Recommend (25) 1 galleon lirioppe

**\$200**



### ISSUE 4

Assigned To Bear Grass Park

Areas in the hedge are dying I recommend we pull them all out replace with (30)3 gallon plumbago,(32)1 gallon lirioppe in front of the crepe Myrtle trees

**\$1,050**



## ISSUE 5

Assigned To Bear Grass Park

This is the opposite side of previous note I recommend the same pull out the hedge replace with (30)1 gallon plumbago,(32)1 gallon lirioppe

**\$1,050**

# PROJECT POCKET PARKS

## 9/14/23, 9:11 AM

---

Harmony buck lake

Thursday, September 14, 2023

Prepared For Harmony

5 Issues Identified



### ISSUE 1

Assigned To Harmony Buck Lake

Mulch in kids playground is thin in some areas I recommend a light application of playground mulch approximately (3,385)sqft of mulch

**\$2900 for (40) CY**



### ISSUE 2

Assigned To Harmony Buck Lake

Hedge around utility fence is gone only 3 bushes remaining ,I recommend we remove the remaining bushes and stumps of previous bushes and replace with (90) 3 gallon protocarpus .this will keep utilities area out of site

**\$2,200**



### ISSUE 3

Assigned To Harmony At Buck Lake Soccer Field

The field is in extremely poor condition needs to be completely replaced.

There are 2 options I would recommend.

- 1.go with artificial turf (see Jacob)
2. Regrade and resod (get with Jacob for species of turf)

Square foot of field (20,600)

Square foot of field with 5 foot extra per side (23,730)

I recommend finding out regulation sizes this measurement is the current field in play

**Bermuda Celebration Blend or similar - rip and lay of 24,000 sf  
\$49,250**

**Synthetic Turf PREMIER 1.11" with no concrete curb 24,000 sf  
\$225,000**



#### **ISSUE 4**

Assigned To Harmony At Buck Lake Sun Dial

Both trees need to be replaced one is dead the other is leaning and sick I recommend we remove and replace with (2)25 gallon bottle brush trees it will give a little bit of color and shade perfect for this location

**\$1,350**



#### **ISSUE 5**

Assigned To Harmony And Buck Lake Sun Dial

Recommend we fill in the missing shrubs with same type (25)3 gallon

**\$450**



# PROJECT POCKET

## PARKS9/14/23, 8:18 AM

---

gopher Apple Park

Thursday, September 14, 2023

Prepared For Harmony

7 Issues Identified



### ISSUE 1

Assigned To Gopher Apple Park

Park has closed it self in with 4 hedges bordering it ,the crepe Myrtle trees are sick and dying (several need to be staked up ,on site team will take care of next visit)



### ISSUE 2

Assigned To Gopher Apple Park

I recommend we remove (14) crepe Myrtle trees,there sick some have died and been removed they no longer look uniform on top of not growing properly

\$3,150



### ISSUE 3

Assigned To Gopher Apple Park

Shrubs are way to big and bulky for this little area.places with in the hedge have died completely out .I recommend we'll pull all the shrubs out except the (2)protocarpus hedges and replace with sod .approximately (200)shrubs

See #4



### ISSUE 4

Assigned To Gopher Apple Park

Sod needed to fill in the flower beds/ bad areas approximately (2,240)sqft

\$5,000





### **ISSUE 5**

Assigned To Gopher Apple Park

I recommend we put (2) bottle brush trees in the center turf area about 20 feet off each side of chess table

**\$1,150**



### **ISSUE 6**

Assigned To Gopher Apple Park

I recommend we remove the dying ground cover and replace with (20)purple fountain grass “ 10 per side “

**\$510**



### **ISSUE 7**

Assigned To Gopher Park “right Side Alley Way”

Recommend we fill in blank areas with (90)1 gallon jasmine ground cover or approximately 2 pallets of sod

**\$2,215**



# PROJECT POCKET PARK 9/14/23, 10:23 AM

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pocket park on sundrop

Thursday, September 14, 2023

Prepared For Harmony

3 Issues Identified



### ISSUE 1

Assigned To Park On Sun Drop

empty flower bed I recommend planting plumbago but open to other options

The size of the empty bed is (74x6)

**\$1,080**



### ISSUE 2

Assigned To Park On Sun drop

Juniper in some areas are dying out i recommend we fill in the gaps with (25) 3 gallon juniper

**\$450**



### ISSUE 3

Assigned To Park On Sun drop

I recommend a fresh layer of playground mulch this park also needs some regrading under the swings the approximated sqft is (2,970)

**\$2,550**



# PROJECT POCKET PARK9/14/23, 2:42 PM

---

park in harmony estates

Thursday, September 14, 2023

Prepared For Harmony

1 Issue Identified



## ISSUE 1

Assigned To Park In Harmony Estates

I recommend we push back the cdd line ,way to much shade for anything to grow grass is dying in places ,also starting with 4 pallets of sod to fix some of the more damaged areas in the turf while the fertilizer program starts to heal the rest

**\$3,500**

A handwritten signature in black ink, appearing to read "J. King", located in the upper right corner of the page.

# PROJECT POCKET PARK 9/14/23, 10:53 AM

---

pocket park on habitat dr

Thursday, September 14, 2023

Prepared For Harmony

1 Issue Identified



## ISSUE 1

Assigned To Pocket Park On Habitat Dr

I recommend new edging for the border to keep mulch in ,starting to separate and fall apart (188 feet) currently border the play ground

Also recommend fresh playground mulch

(1,302)sqft

\$1,200 for (17) CY

New border including removal and disposal of existing, material and instation with spikes \$5,250



# PROJECT POCKET PARK9/14/23, 2:03 PM

---

pocket park on sedges In

Thursday, September 14, 2023

Prepared For Harmony

2 Issues Identified





## **ISSUE 1**

Assigned To Sedges Park

Bushes on inside of the side walk need to be cut in half .I advised on site team



## **ISSUE 2**

Assigned To Sedges Park

Bushes on the outside are old any dying I recommend we remove all of them except viburnum and replace with (60)3 gallon plumbago and approximately (1,200)sqft of sod to bring the beds in and fixed some damaged areas

**\$3,580**



# PROJECT POCKET

## PARKS9/12/23, 2:03 PM

---

harmony square

Tuesday, September 12, 2023

Prepared For Harmony

11 Issues Identified



### ISSUE 1

Assigned To Harmony Square

Society garlic has died out over the years .I recommend we remove and replace with the same plant “60 1 gallon society garlic “

\$510



### ISSUE 2

Assigned To Harmony Square

Society garlic has almost completely died . I recommend we remove and replace with “30 ,1gallon society garlic “

\$285



### ISSUE 3

Assigned To Harmony Square

Azalea shrubs are all dead or dying due to the over head shade .I recommend the azalea's to be removed and replaced with “18, 3 gallon Japanese boxwoods”

\$500 for fern or pringles



### ISSUE 4

Assigned To Harmony Square

Open area at entrance to middle square.I recommend we remove liriopie next to side wall ,install “45 3 gallon coontie plants, this will match the opposite entrance

\$1,400



### **ISSUE 5**

Assigned To Harmony Square

Add "20 1 gallon lirioppe

**\$160**



### **ISSUE 6**

Assigned To Harmony Square

Remove lirioppe next to walking path fill empty area with "42 ,3 gallon coonties " this will match opposite entrance

**\$1,050**



### **ISSUE 7**

Assigned To Harmony Square

33 crepe myrtle trees need to be thinned out and canopy level raised,killing the turf below due to lack of sun coming threw the branches

**\$4,400**



### **ISSUE 8**

Assigned To Harmony Square

Recommend "50 ,1gallon jasmine in .this is seen soon as you pull in ,will also stop washout at the information sign

**\$400**



### **ISSUE 9**

Assigned To Harmony Square

I recommend removing the azaleas and replanting “ 2 , 35 gallon triple roebelenii palms along with 65 1 gallon lirioppe for ground cover .

**\$1,580**



### **ISSUE 10**

Assigned To Harmony Square

Replace dead plants 15 ,3 gallon trimester

**\$350**



### **ISSUE 11**

Assigned To Harmony Square

Need around 1,500 sqft of sod to bring some of the beds in along with rounding edges that meet side walk to help prevent wash out

**\$2,250**



## Proposal #1421

Date: 9/18/2023

### Customer:

Angel Montagna

angel.montagna@inframark.com

### Property:

Harmony CDD  
3500 Harmony Sq Dr W  
Harmony, FL 34773

## Service Details

### Tree Pruning

Items	Quantity	Price/Unit	Price
Pruning for Building Clearance Per 9/2023 Field Inspection	1.00	\$3,125.00	\$3,125.00
Tree Pruning:			\$3,125.00
PROJECT TOTAL:			\$3,125.00

## Terms & Conditions

Final payment shall be made within thirty (30) days upon completion. After thirty (30) days post-completion, Benchmark Landscaping reserves the right to apply a late fee of three-percent (3%) of the outstanding balance charged every thirty (30) days that the invoice remains outstanding.

By \_\_\_\_\_

Jacob Mootz

Date 9/18/2023

Benchmark Landscaping

By \_\_\_\_\_

Date \_\_\_\_\_

Harmony CDD

# **HARMONY FIELD INSPECTION**

## **9/3/23, 7:12 AM**

**Sunday, September 3, 2023**

**42 Items Identified**





### Item 1

Assigned To Benchmark

Needs trimming. West side entrance.

To be completed by month end  
September 2023



### Item 2

Assigned To Benchmark

Needs trimming. West side entrance.

Bottom brown branches to be pruned  
off by month end, September 2023





### Item 3

Assigned To Benchmark

Needs trimming. West side entrance.

Tree shall be pruned for elevation  
by month end September 2023



### Item 4

Assigned To Benchmark

Needs trimming. West side entrance.

Bottom brown branches to be pruned  
off by month end, September 2023



### Item 5

Assigned To Inframark Field Service  
Pressure wash.



### Item 6

Assigned To Benchmark  
Needs trimming and mowing.

Area inside sidewalk shows outside of our maintenance area, however we will mow during service week 9/18. Palm pruning done from ground first week of October, 2023.





### Item 7

Assigned To Benchmark  
Needs trimming and mowing.

See Item 6



### Item 8

Assigned To Benchmark  
Needs attention.

See Item 6



### Item 9

Assigned To Benchmark

Branches hanging low on Dark sky/Sundrop

Crew will prune for elevation during service week of 9/18



### Item 10

Assigned To Benchmark

Branches hanging low on Butterfly dr

Crew will prune for elevation during service week of 9/18





### Item 11

Assigned To Benchmark

Branches hanging low in front of school.

Will need to coordinate pruning for elevation with District staff as school parking will prevent our access. We will contact to schedule coning off the area.



### Item 12

Assigned To Benchmark

Branches hanging low

Crew will prune for elevation during service week of 9/25



### Item 13

Assigned To Benchmark

Branches hanging low by Boardwalk  
1

Crew will prune for elevation during  
service week of 9/25



### Item 14

Assigned To Benchmark

Branches hanging low by basketball  
court

Crew will prune for elevation during  
service week of 9/25





### Item 15

Assigned To Benchmark

Branches hanging low by splash pad

Crew will prune for elevation during service week of 9/25



### Item 16

Assigned To Benchmark

Needs trimming

Benchmark shall prepare an estimate to climb or provide a man lift to safely prune for shade structure clearance.



### Item 17

Assigned To Inframark Field Service  
Replace swings

Type text here



### Item 18

Assigned To Inframark Field Service  
Pressure wash



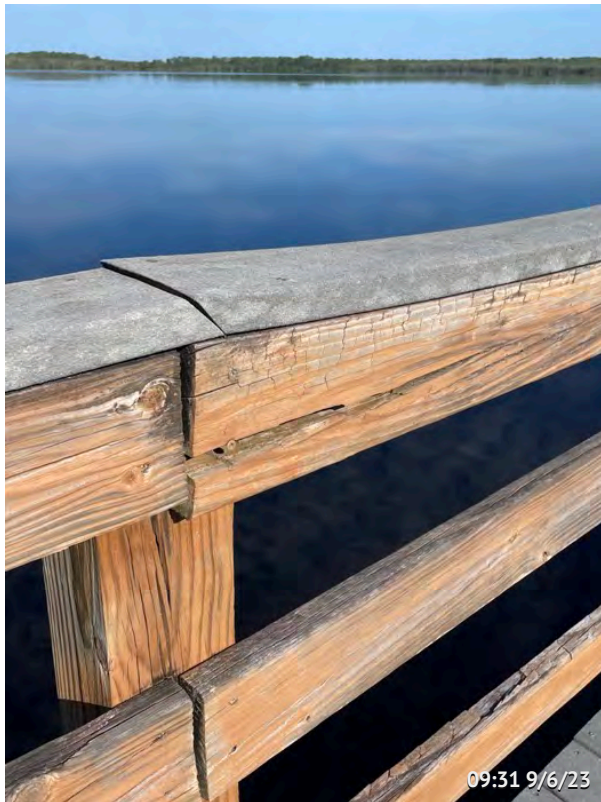


### Item 19

Assigned To Benchmark

Needs trimming

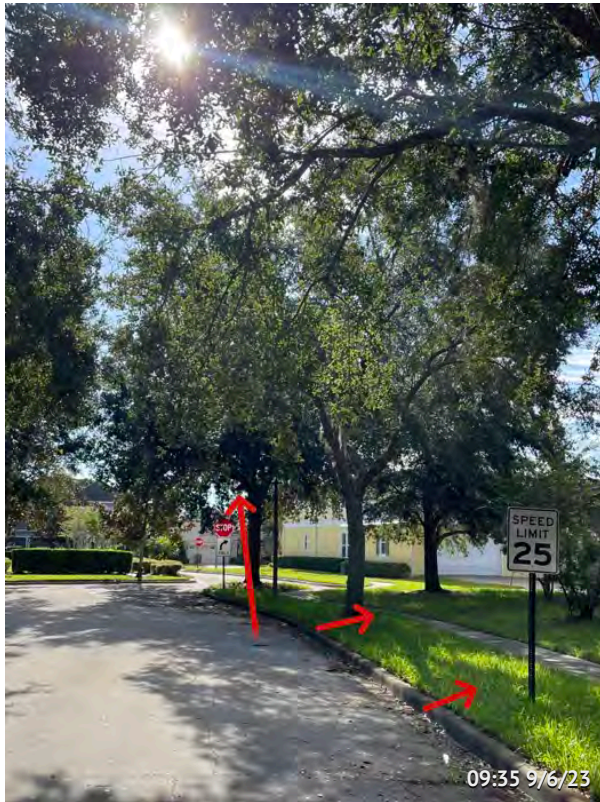
Crew will prune for elevation during service week of 9/25



### Item 20

Assigned To Inframark Field Service

Repair boards by the dock



### Item 21

Assigned To Benchmark  
Branches hanging low on Gopher  
Apple. And mowing needed

Area was mowed during normal cycle.

Crew will prune for elevation during  
service week of 9/25



### Item 22

Assigned To Inframark Field Service  
Pressure wash





### Item 23

Assigned To Inframark Field Service  
Pressure wash



### Item 24

Assigned To Inframark Field Service  
Replace swings big dog park.



### Item 25

Assigned To Benchmark

Tree leaning in big dog park.

See estimated costs related within  
Pocket Parks.



### Item 26

Assigned To Benchmark

Big Dog park entrance. Branches  
hanging low

Crew will prune for elevation during  
service week of 9/25





### Item 27

Assigned To Benchmark

Branches hanging low

Crew will prune for elevation during service week of 9/25



### Item 28

Assigned To Inframark Field Service

Pressure wash



### Item 29

Assigned To Benchmark

Needs trimming. Ashley park pool

Crew will prune for elevation during service week of 9/25

Benchmark shall prepare an estimate for roof clearance of limbs overhanging the building



### Item 30

Assigned To Benchmark

Needs trimming. Ashley park pool

Benchmark shall prepare an estimate for clearance of limbs overhanging the shade structure





### Item 31

Assigned To Inframark Field Service  
Pressure wash sidewalks. Ashley park  
pool



### Item 32

Assigned To Benchmark  
Needs trimming

Benchmark shall prepare an estimate  
for clearance of limbs overhanging  
the shade structure



### Item 33

Assigned To Inframark Field Service  
Pressure wash and paint



### Item 34

Assigned To Benchmark  
Needs trimming. Ashley park pool

Normal growth shown in between trim cycles. We will ensure trimming done by end of month September.





### Item 35

Assigned To Benchmark

Needs trimming. Ashley park pool

Benchmark shall prepare an estimate for roof clearance of limbs overhanging the building



### Item 36

Assigned To Benchmark

Branch hanging low. Ashley park pool

Crew will prune for elevation during service week of 9/25



### Item 37

Assigned To Benchmark

Needs trimming

Crew will prune for elevation during service week of 9/25

Benchmark shall prepare an estimate for roof clearance of limbs overhanging the building



### Item 38

Assigned To Benchmark

Needs attention. Swing club pool

Crew will prune for elevation during service week of 9/25





### Item 39

Assigned To Benchmark

Needs attention. Swing club pool

Crew will prune for elevation during service week of 9/25



### Item 40

Assigned To Benchmark

Needs attention. Swing club pool



#### Item 41

Assigned To Inframark Field Service  
Pressure wash and paint



#### Item 42

Assigned To Benchmark  
Needs trimming. Swing club pool

Benchmark shall prepare an estimate  
for clearance of limbs overhanging  
the building

**MEMORANDUM**

**TO:** Board of Supervisors  
Harmony CDD

**FROM:** Michael C. Eckert  
Kutak Rock LLP

**DATE:** September 19, 2023

**RE:** October 2019 Purchase of Property by CDD; Corresponding Special Assessments

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A matter was raised in a recent audit that our firm needs to bring to the Board's attention. It appears in 2019 that the CDD acquired Parcel ID #30-26-32-2614-TRAC-VC10 (the "Property") from a landowner that was subject to a debt service special assessment lien imposed by the CDD. It is our further understanding that neither the seller nor the CDD fully paid the debt assessment lien on the Property at closing. Instead, the CDD has been budgeting and paying the annual special assessment amount for the parcel, which has allowed the CDD to make the full debt service bond payment to the bond trustee.

This transaction is problematic. In general, a CDD cannot be the owner of property that is subject to a lien that can be foreclosed. In addition, an entity cannot generally have a lien on property it owns. Therefore, there is no special assessment lien currently against the Property. Finally, because the debt assessment lien is on property that cannot by law be foreclosed, the transaction is inconsistent with applicable bond covenants. Therefore, remedial action is needed. There are two primary options.

First, the District can pay the trustee the remaining debt assessment on the Property. According to the last audit report, the total debt assessment due on the property is \$263,980 as of September 30, 2022. The District should also review its Continuing Disclosure Agreement to determine if the details of this transaction and cure are required to be posted to the Electronic Municipal Market Access ("EMMA") repository. This option has the highest, current out-of-pocket expense but with the lowest transaction cost and lowest overall cost.

Second, the District can authorize district counsel and engage bond counsel to attempt to negotiate an agreement with the trustee and bondholders to: i) recognize the transaction that occurred in 2019 and ii) change the pledged revenue stream for the Property from special assessments to a contractual obligation to pay an annual amount equal to the lost special assessment payment. This option has the lowest, current out of pocket expense but with the highest transaction cost and

highest overall costs. Bond counsel rates, trustee fees and trustee counsel rates are typically high due to the degree of specialty required. In addition, it can sometimes be time-consuming to track down a majority of bondholders if their consent is required. Without first speaking to bond counsel, I cannot estimate the transaction costs associated with this option. However, this may also be the only viable option if the District does not have funds on hand necessary to execute the first option. If the Board is to pursue this option, we recommend the District direct its dissemination agent to immediately post a notice on EMMA of the 2019 transaction as well as the efforts underway to negotiate an agreement.

I look forward to discussing this matter with you at the meeting next week.



## MEMORANDUM

TO: Board of Supervisors  
Harmony CDD

FROM: Michael C. Eckert  
Kutak Rock LLP

DATE: September 19, 2023

RE: Sample Spending Authorization Resolution; Existing Procurement Process

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In many of the CDDs our firm represents, the Board has adopted a resolution which sets forth the authority and spending limits for district staff and the chair. A sample of this resolution is attached as **Exhibit A** for your information and review.

We are also aware that the District previously implemented a Procurement Policy and Procedure resulting in significant savings to the residents. A copy of that Policy is attached as **Exhibit B**.

The Board is being asked to decide whether it wants district counsel to draft a spending authorization resolution for the board's consideration at its October or November meeting. If this effort is approved by the Board, it would make sense at the same time for district counsel to review the existing Procurement Policy and Procedure to ensure the District's approach to cost control is consistent.

I look forward to discussing this matter with you at the meeting next week.



**EXHIBIT A**

**RESOLUTION 2023-\_\_**

**A RESOLUTION OF THE \_\_\_\_\_ COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT’S BOARD OF SUPERVISORS (“BOARD”); SETTING CERTAIN MONETARY THRESHOLDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, Section 190.011(5) of the Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, Rule 1.1(2)(f) of the District’s Rules of Procedure contemplates that the Board may delegate authority to others to contract or make expenditures on behalf of the District; and

**WHEREAS**, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District, and necessary for the conduct of District business, to establish a policy governing the disbursement of funds with prior approval by the District’s Property Manager, District Manager/Secretary, and/or Chair, as set forth below.

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

**Section 1.      Payment of Expenses.**

**A. Continuing Expenses.** The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- 1.**      The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
- 2.**      The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.

3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

**B. Non-Continuing Expenses.** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required or appropriate for the District to maintain orderly, efficient and effective operations, maintenance and replacement of the District's facilities and infrastructure, 2) required to provide for the health, safety, and welfare of the residents within the District; or 3) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$ \_\_\_\_\_ with approval of the Property Manager; and
2. Non-Continuing Expenses Not Exceeding \$ \_\_\_\_\_ with approval of the District Manager/Secretary; and
3. Non-Continuing Expenses Not Exceeding \$ \_\_\_\_\_ with approval of the District Manager/Secretary and Chair of the Board of Supervisors, if in the judgment of the District Manager/Secretary and Chair such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors.

Before any expenditure is made under Section 1.B.1., the Property Manager shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

Before any expenditure is made under Section 1.B.2. or section 1.B.3, the District Manager/Secretary shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

**C. Emergency Expenses.** For emergency expenses exceeding the authorization in section 1.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District's Rule 1.3(6) and Florida law, the Board hereby authorizes the disbursement of funds in any amount necessary to address any emergency condition affecting the District, but only with the prior written approval of (i) the District Manager/Secretary and (ii) the Chair of the Board of Supervisors, or in his or her absence, the Vice Chair, or in his or her absence, the Secretary or any Assistant Secretary of the District. For purposes of this

Resolution, the term “emergency expense” means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District’s interest in a project already in progress, or will create an undue hardship on the public health, safety, or welfare.

**Section 2. Board Consideration.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting.

**Section 3. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 4. Effective Date; Conflicts.** This Resolution shall take effect upon the passage and adoption by the Board, and shall remain in effect unless rescinded or repealed. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Introduced, considered favorably, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
**COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair

**EXHIBIT B**

**PROCUREMENT POLICY AND PROCEDURE**

# PROCUREMENT POLICY AND PROCEDURE

## PROCUREMENT POLICY

The District's Board of Supervisors, District Manager and Field Services Manager recognize that open and fair competition is a basic part of public procurement and inspires public confidence that District contracts are awarded equitably and economically.

It is essential to the effective and ethical procurement of commodities and services, that the District use a system of uniform procedures in managing and procuring commodities and services. Detailed records of District decisions in procurement must be maintained. Strict adherence to specific ethical considerations by all District officers, employees, and agents, and by the suppliers and contractors is to maintain the confidence of the residents, the District, and the business community in the expenditure of District funds.

## REQUIREMENTS FOR ALL PROCUREMENTS

- Ensure tax is not included in the quoted price.
- Due diligence to obtain the best price is required no matter the purchase price.
- If the required number of quotes are not obtainable due to lack of vendor interest/response, provide the reason in writing to the DM when submitting the quotes.
- All District invoices must comply with section 218.7, Florida Statutes, Prompt Payment Act governing payment for goods or services by government agencies.
- Any agreement that obligates the District into the future, such as contracting for mobile phone service, contracting for internet services, or ongoing rental or purchase over time of equipment must be approved by the Board and signed by the District Manager, regardless of price.

## EXEMPTION LIST

The following expenditures are exempt from the Procurement Procedure:

- A. Pre-approved District employees' reimbursements;
- B. Monthly recurring utility bills (sole source);
- C. Purchases made during the period of a declared emergency;
- D. Legal advertising;
- E. FedEx and/or UPS invoices;
- F. Refunds;
- G. Reimbursements to residents serving on District Boards; and
- H. Recurring monthly intergovernmental disbursements.

## WAIVER OF REQUIREMENTS

The District may, when deemed to be in the best interest of the District and not inconsistent with law, waive any or all requirements or provisions set forth in this Procurement Procedure and proceed thereafter to take whatever action is deemed to be in the best interest of the District.

## **BID RIGGING**

The District prohibits any activity among Vendors, Requestors, or any other participant in the procurement process to fix prices, rig bids, or engage in any other anticompetitive activity.

## **UNAUTHORIZED PROCUREMENTS**

An unauthorized procurement is any purchase, order, or contract that is made by any District employee or official contrary to the provisions of this policy. Purchases, orders, or contracts that are subdivided to circumvent the Procurement Policy shall also be considered unauthorized purchases.

Any unauthorized procurement shall not be approved and the District shall not be bound thereby.

The District Manager or the Board Chairman are the only persons authorized to execute contracts for the procurement of commodities, professional and contractual services, without express action by the Board.

## **ENFORCEMENT**

Violation of the Procurement Policy and Procedures:

- A. by employees or agents of the District, may be grounds for disciplinary actions or other penalties, at the discretion of the Board; or
- B. by vendors, may be banned from doing business with the District, at the discretion of the Board.

## **CONSULTANTS COMPETITIVE NEGOTIATION ACT (CCNA)**

The District shall follow the guidelines of the Consultants Competitive Negotiation Act for the acquisition of professional architectural, engineering, landscape architecture, or surveying and mapping services.

## **VENDOR RELATIONS**

One of the functions of the District Field Services Manager/District Manager is establishing and maintaining relations with firms who request to do business with the District and with firms who regularly do business with the District. Any user that develops a problem with a vendor and cannot satisfactorily resolve that problem should contact the District Manager. It is District policy to be fair with all bidders and vendors while still protecting the interests of the District.

Any problem should be documented immediately in writing giving all details such as date, nature of problem, person contacted, conversations between the District and the vendor. This can be done by keeping a log of the issue and keeping the District Manager copied on the log and up to date of the issues. The Board has the authority to act against any vendor, including possible suspension/debarment from doing business with the District for a specified length of time. This is a drastic action and will not be done without proper documentation. Documentation must be detailed and immediately recorded.

#### CHANGE ORDERS

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Change orders are discouraged and subject to the approval of the Board when the cumulative amount of proposed change order(s) will exceed \$5,000 or 10% of contract value, whichever is less. The District Manager may, in consultation with the Board Chair, approve change orders provided the cumulative amount of all change orders on a given contract do not exceed \$5,000 or 10% of contract value, whichever is less.

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## PROCUREMENT PROCEDURE

1. The District's need for a service or product is identified by the Board, Field Services Manager, District Engineer, or the District Manager (DM).
2. If the Board is the entity that identifies the need, the Board will assign either the District Manager, District Engineer, or Field Services Manager to serve as the Requestor, as appropriate.
3. Requestor determines if this service or product is purchased only once per year or is expected to be purchased more than once in a year.
4. Requestor estimates the annual cost to purchase the service or product.
5. Requestor ensures that sufficient and proper funding is available prior to starting the procurement process.
6. If the annual cost of the service or product is:
  - a) less than \$500.00, then the Requestor may purchase the service or product if the service or product meets a need of the District. Although quotes are not required, prices should be compared to be sure that the best value is being obtained.
  - b) between \$ 500.00 and \$2499.99, proceed to Page 4, Procedure for \$500 to \$2499.99.
  - c) between \$2500.00 and \$4999.99, proceed to Page 5, Procedure for \$2500 to 4999.99.
  - d) between \$5000.00 and Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to Page 6, Procedure for \$5000 to Florida's statutory amount.
  - e) above Florida's statutory amount requiring formal, competitive bidding, follow the statutorily required procurement process.

Procurement for service or product between \$500.00 and \$2499.99  
annually

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. estimated cost of purchase; and
  - c. budget line item of funds to be used for this purchase; and
  - d. desired 'deliver by' date; and
  - e. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why. (sole source means that the commodity can be legally purchased from only one source.)
    - ii. if emergency, explain emergency.
    - iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized.
    - iv. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor will obtain quotes (including, if applicable, shipping, handling, and any fees) from at least 2 different vendors. For products, current online pricing and catalogs can be used for quotes.
  - b. If the quotes exceed \$2499.99, proceed to Page 5, Procedure for \$2500 to 4999.99.
  - c. If quotes are less than \$2500.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes to information provided in 1. and retain for records.
  - d. Requestor and DM or Board Chair confer and select vendor.
  - e. Purchase is made.
3. Requestor receives goods/services and invoice.
4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.
5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.

Procurement for service or product between \$2500.00 and \$4999.99 annually.

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. if requesting services, a scope of work to be provided to each vendor in obtaining quotes; and
  - c. estimated cost of purchase; and
  - d. budget line item of funds to be used for this purchase; and
  - e. desired 'deliver by' date; and
  - f. backup documentation (if applicable) to the request to assist in the approval process, such as:
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2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor will obtain quotes (including, if applicable, shipping, handling, and any fees) and references from at least 3 different vendors. For products, current online pricing and catalogs can be used for quotes.
  - b. If the quotes exceed \$4999.99, proceed to Page 6, Procedure for \$5000 to Florida's statutory amount.
  - c. If quotes are less than \$5000.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to the information provided in Step 1. above and submit this information to the Board at the next regular meeting.
  - d. The Board will consider the request at a public meeting and then either:
    - i. select a vendor and authorize purchase, or
    - ii. deny the purchase, or
    - iii. request further information or quotes.
  - e. DM ensures that Board's decision is carried out.
3. Requestor receives goods/services and invoice.
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5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.

Procurement for service or product between \$5000.00 and the Florida's statutory amount requiring formal, sealed, competitive bidding.

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed; and
  - b. for a product, a detailed Specifications of that product, if requesting services, the Scope of Work which will be provided to each vendor in obtaining quotes. The Scope of Work shall be developed by the District Engineer if the service involves any transportation or drainage work; and
  - c. estimated cost of purchase; and
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2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor in cooperation with the DM will request quotes and references from all vendors on the District/DM's Central Florida Vendor List and any virtual vendor list in use in order to obtain quotes from at least 3 different vendors.
  - b. If the quotes exceed Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to the statutorily mandated process.
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## Procurement for service or product between \$500.00 and \$2499.99 annually

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5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.



Procurement for service or product between \$2500.00 and \$4999.99 annually.

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  - d. The Board will consider the request at a public meeting and then either:
    - i. select a vendor and authorize purchase, or
    - ii. deny the purchase, or
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Procurement for service or product between \$5000.00 and the Florida's statutory amount requiring formal, sealed, competitive bidding.

1. First, provide to the DM the following:
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2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor in cooperation with the DM will request quotes and references from all vendors on the District/DM's Central Florida Vendor List and any virtual vendor list in use in order to obtain quotes from at least 3 different vendors.
  - b. If the quotes exceed Florida's statutory amount requiring formal, sealed, competitive bidding, proceed to the statutorily mandated process.
  - c. If quotes are less than Florida's statutory amount requiring formal, sealed, competitive bidding, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to information provided in 1. above, and submit this information to the Board at the next regular meeting.
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5. Accounts Payable audits the invoice prior to processing payment.
6. Finance Department issues a payment to the vendor for the goods/services provided.

**AGREEMENT BETWEEN HARMONY COMMUNITY DEVELOPMENT DISTRICT  
AND INNERSYNC STUDIO, LTD. LLC, D/B/A CAMPUS SUITE, FOR WEBSITE  
CREATION AND MANAGEMENT SERVICES**

THIS AGREEMENT (“**Agreement**”) is entered into as of this 1st day of June 2023 by and between:

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 313 Campus Street, Celebration, Florida 34747 (the “**District**”), and

**INNERSYNC STUDIO, LTD. LLC, d/b/a CAMPUS SUITE**, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 (“**Contractor**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information (“**Website**”); and

**WHEREAS**, the District has a need to obtain a qualified independent contractor to deliver a functional, responsive and working ADA-compliant (hereinafter defined) Website, maintain, operate and manage the Website and perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act (“**ADA**”), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the scope of services attached hereto as **Exhibit A** and made a part herein (collectively, the “**Services**”); and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

**WHEREAS**, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**SECTION 2. SCOPE OF WORK.** Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

**A. INITIAL WEBSITE REMEDIATION.** Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to 1,500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("**Compliance Shield**");
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;
- ix. secure "https" certification and provide secure "cloud" hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;

- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

**B. MAINTENANCE.** Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. remediate new documents, unlimited. For any agenda packages, Contractor shall turn around the remediated version within two (2) business days. Any updates or fixes to the agendas requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request;
- ii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request;
- iii. manage and maintain the Website;
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;

- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;
- vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website’s compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;
- viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;
- ix. continue to provide and update, as needed, those Services identified in Section 2(A)(ii), (v), (viii), and (x); and
- x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

**C. ADDITIONAL SERVICES.** In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. providing a point of contact to respond to requests for Website accommodation;
- ii. converting documents for a public records requests received by the District;
- iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

**SECTION 3. COMPENSATION.** As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

**A. INITIAL WEBSITE REMEDIATION.** For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of One Thousand

Five Hundred Twelve Dollars and Thirty Cents (\$1,512.30) for the on-boarding of ADA Compliant Website and Remediation of Historical Documents. Contractor shall invoice the District upon substantial completion of the Services provided in Section 2(A).

**B. MAINTENANCE.** For performance of the Services as provided in Section 2(B) of this Agreement, starting June 1, 2023, the District shall pay Contractor One Thousand Five Hundred Fifty-Two Dollars and Fifty Cents (\$1,552.50) per year. Parties understand and acknowledge that this includes, but is not limited to, the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District.).

**C. ADDITIONAL CONVERSIONS.** For remediating and converting any existing documents above 1500 pages that the District desires to include on its initial website, Contractor shall provide such services for an amount not to exceed One Dollar and Twenty-Five Cents (\$1.25) per page remediated. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

**D. INVOICES; PAYMENT.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

#### **SECTION 4. TERM AND TERMINATION.**

**A. TERM.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

**B. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if Contractor used proprietary and/or licensed software to provide the Services herein to the District, then Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.



**SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to Contractor, Contractor shall correct such defects within thirty (30) days.

**SECTION 6. INTELLECTUAL PROPERTY.**

**A. CONTRACTOR MATERIALS.** Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

**B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS.** The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this

Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

**C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY.** Pursuant to this Agreement, Contractor shall provide the District a Compliance Shield and customized accessibility policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

**SECTION 7. PUBLIC RECORDS.** Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Sandra Demarco ("Public Records Custodian")**. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, PUBLICRECORDS@INFRAMARK.COM, OR 313 CAMPUS STREET, CELEBRATION, FLORIDA 34747.**

**SECTION 8. INDEMNITY.**

**A.** Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website-related claim by a third party, arising out of, wholly or in part by, Contractor's reckless or intentionally wrongful acts or omissions. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**SECTION 9. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

**SECTION 10. GENERAL PROVISIONS.**

**A. CONFLICTS.** The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

**B. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**C. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by

Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**D. DISPUTE RESOLUTION.** Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**E. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in and for Osceola County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

**F. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**G. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**I. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

**If to Contractor:** Innersync Studio, Ltd. LLC,  
d/b/a Campus Suite  
752 Dunwoodie Drive  
Cincinnati, Ohio 45230  
Attn: Ted Saul

**If to District:** Harmony Community  
Development District  
313 Campus Street  
Celebration, Florida 34747  
Attn: District Manager

**With a copy to:** Kutak Rock, LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.



**J. ENTIRE AGREEMENT.** This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

**K. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**L. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

**M. AMENDMENTS.** This Agreement may be amended or modified only by a written instrument duly executed by both parties.

**N. FORCE MAJEURE.** If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

**O. SURVIVAL.** In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

**P. WAIVER.** No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

**Q. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**R. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**S. DESCRIPTIVE HEADINGS.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**T. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District as a result of the termination. In the event that the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

*Angel Montagna*  
Secretary/Assistant Secretary

*Teresa Kramer*  
Vice/Chairperson, Board of Supervisors

WITNESS:

**INNERSYNC STUDIO, LTD. LLC,  
D/B/A CAMPUS SUITE, an Ohio limited  
liability company**

*Glenn Thompson*  
Print Name: Account Manager

*LL*  
By: Account Manager (Title)

**Exhibit A: Scope of Services**

## Exhibit A

### Scope of Services

#### Pricing

Effective date: 03 / 01 / 2023

Implementation	Quantity	Subtotal
<b>On-boarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"> <li>• Migration website pages and present on a staged website for approval</li> <li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li> </ul>	1	\$1,512.30
<hr/>		
Annual ongoing services	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"> <li>• Hosting, support and training for users</li> <li>• Website management tools to make updates</li> <li>• Secure certification (https)</li> <li>• Monthly accessibility site reporting, monitoring and error corrections</li> </ul>	1	\$615.00
<hr/>		
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"> <li>• Remediation of all PDFs stored on your website\</li> <li>• Dashboard for reporting and managing all PDFs</li> <li>• 48-hour turnaround for fixes for board agendas</li> <li>• PDF manager dashboard</li> </ul>	Unlimited	\$937.50
<hr/>		
<b>Social Media Manager</b>		Included
<hr/>		
<b>Total:</b>		<b>\$3,064.80</b>

## Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.
3. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal;\*
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;



4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
  5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.
4. **Monthly Auditing and Remediation Services.**
1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
  2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
  3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

## Web Site Onboarding—1500 pages

**Web site—onboarding (1500 pg max before \$\$ kicks in?? discussed April 2023)---historic minutes, agendas, rules, policies, resolutions**

**Contract language--**

C. **ADDITIONAL CONVERSIONS.** For remediating and converting any existing documents above 1500 pages that the District desires to include on its initial website, Contractor shall provide such services for an amount not to exceed One Dollar and Twenty-Five Cents (\$1.25) per page remediated. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

**Discussion at April 2023 Mtg—** Harmony CDD April 27, 2023, meeting pg 57

1812 Ms. Kramer stated they will probably want to look over them. I just want to make sure that  
1813 there is no chance we are going to meet or exceed the 1,500 pages. We could exceed it if they are  
1814 going to basically say anything that comes across, even though it does not need remediation  
1815 because they are touching it, is one of the 1,500 pages, right? So we just need that clarified.  
1816 Mr. Leet stated right because our position is that everything that is on there right now is screen  
1817 readable and ADA compliant. The only thing that needs to be scrubbed would be there new design,  
1818 and then going forward anything that we send to them.  
1819 Ms. Kramer stated that we just need to be sure of. Their email states unlimited page provision  
1820 in the cost, and but I only saw unlimited remediation, not posting. Page 211 states "PDF documents  
1821 cost \$1.05 to \$1.75 a page to post."  
1822 Ms. Montagna stated it is unlimited posting. What they used to have, which they have taken  
1823 off probably in the last six months prior to when this first started, they allowed 750 pages annually  
1824 to be posted to your website for free. That is when a lot of the districts were not expending that  
1825 extra money, so we just want the agenda page posted, not the full package. In the last six months,  
1826 they have done away with that, and it was like \$1.05 or something per page over 750 annually.  
1827 They have done away with that, and it is unlimited.  
1828 Ms. Kramer stated okay, we just need to be sure because it is still in their documents that they  
1829 revised and sent to us.  
1830 Ms. Phillips stated but they sent clarification.  
1831 Ms. Montagna stated no, it is clarified.  
1832 Ms. Phillips stated because I knew that. They sent comments; otherwise, we would not even  
1833 be looking at that.  
1834 Ms. Montagna stated correct.  
1835 Ms. Phillips stated you went through this with us before.  
1836 Ms. Kassel stated I know it was clear last month.  
1837 Ms. Kramer stated I just want to be sure.  
1838 Ms. Montagna stated it is stated in there.  
1839 Ms. Phillips stated it is going to cost \$3,000 for the first year because we have the \$1,500 to  
1840 get it up and going, and then it is approximately \$1,500 a year going forward.  
1841 Ms. Montagna stated correct.  
1842 Ms. Phillips stated so we are looking at \$120 a month.  
1843 Ms. Montagna stated they only charge you just one time annually.

1844 Ms. Phillips stated I know but I meant budget wise.

1845 Ms. Kassel stated Mr. Leet, I want to know from you whether you feel this is a good proposal,  
1846 a good investment, the company is trustworthy, and doing what they promised to do.

1847 Mr. Leet stated I would like to take a look for another month. It is not urgent. If we are going  
1848 to do anything, having it in place before the fiscal year would be good for me.

1849 Ms. Phillips stated the other thing to keep in mind is if we do pay for one year and we do not  
1850 like them, we do not have to get them back the following year.

**From:** Demarco, Sandra <[sandra.demarco@inframark.com](mailto:sandra.demarco@inframark.com)>

**Sent:** Tuesday, September 12, 2023 4:16 PM

**To:** Hayes, Lynn <[Lynn.Hayes@inframark.com](mailto:Lynn.Hayes@inframark.com)>; Davis, Paula <[paula.davis@inframark.com](mailto:paula.davis@inframark.com)>; Griffith, Idalia <[Idalia.Griffith@inframark.com](mailto:Idalia.Griffith@inframark.com)>; Babouri, Charlie <[Charlie.Babouri@inframark.com](mailto:Charlie.Babouri@inframark.com)>; Randel, Helena <[Helena.Randel@inframark.com](mailto:Helena.Randel@inframark.com)>

**Cc:** Montagna, Angel <[Angel.Montagna@inframark.com](mailto:Angel.Montagna@inframark.com)>

**Subject:** RE: Harmony CDD - RE: August agenda package and invoices, and questions from June agenda

Hi Lynn,

With regard to the records storage/digitizing fees:

- They currently have 52 boxes in storage because in the past they chose to keep all records permanently. The monthly cost to them for storage would be \$780 (\$15 per box). If they finally choose to adopt the State GS1-SL schedule, they would only have 20 boxes of permanent records left in storage and the monthly storage fee would be \$300 (\$15 per box).
- The digitizing is a onetime \$250 per box fee, with an annual fee of \$50 to maintain digitally. Total onetime fee to digitize all 52 boxes (32 of which are past retention) would be \$13,000. Total onetime fee to digitize 20 boxes of permanent records would be (\$4,000).

Best regards,

Sandra

**Sandra Demarco** | Recording Manager



210 N. University Drive, Suite 702 | Coral Springs, FL 33071  
(O) 954.282.0081 (M) 954.480.7810 | [www.inframarkims.com](http://www.inframarkims.com)

**Please note:** Florida has a very broad public records law. Most written communications to or from districts regarding business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. **Please do not reply "to all".**





44 Ms. Spencer Beatrice Spencer, 7011 Beargrass Road. So, my question was following the  
45 previous meeting, I sent you an email with two questions on the budget and I do not know why I  
46 did not get an answer. I sent it to you on August 7th. You told me same day you are going to ask  
47 for some info, and I am going to get you an answer soon. So, I sent three other emails, called  
48 three times. So now I am asking here, I was basically just asking how much are your reserves?  
49 And I will keep it to that.

50 Ms. Kramer We will discuss that when we get to the budget.

51 Ms. Spencer I do not expect an answer but until I said the other day, you can ask anything.  
52 Yes? So, my second question was I cannot find anything about employees, about workers who  
53 are they under? Is it Brett?

54 Ms. Kramer We will discuss more of that when we talk about the budget, and we will go  
55 through, and our employees are employed by a company we contract with.

56 Ms. Spencer Yeah. And the people who are working for us like we pay Workman's Comp?

57 Ms. Kramer No one works for us,

58 Ms. Spencer I thought they work for you. But yeah, it is, it is not clear. So, I asked because it is  
59 just not clear and, when someone wants to get into a business. Those are the two first questions  
60 we ask, what are the reserves and what are the employees? So, the field services, that is you in  
61 the budget \$300k plus that is.

62 Ms. Kramer That is Inframark who provides for five employees.

63 Ms. Spencer Ok. Ok.

64 Ms. Kramer Ok. So, I will look into the responsiveness.

65 Ms. Spencer And we would like to know also what employees are doing with besides Brett, he  
66 does every day. He is everywhere there.

67 Ms. Kramer Brett is no longer here. Brad is, but Brett is not.

68 Ms. Spencer Yeah. Yeah. Yeah. Yeah. Ok. Thank you. And I will speak at some point.

69 Ms. Montagna Yes, I will look up and I will make sure they get answered.

70 Ms. Spencer Thank you.

71 Ms. Kramer You're welcome. Do we have any other audience comments?

72 Ms. Kramer How about on Zoom, Mr. Leet?

73 Mr. Leet no one has indicated that they want to speak.

74 Ms. Kramer All right. Thank you.

75 Ms. Burns I just have a question. I guess I will. I mean,

76 Ms. Kramer If you want to come forward,

77 Ms. Burns I am Angie Burns, 6837 Goldflower. I, we have been here three years and we're  
78 kind of like snowbirds, back and forth like a second home. But I am still really confused even  
79 though I read in the magazine about the CDD all because we have been under two home owners  
80 associations with two houses prior to this. So, I am just a little bit confused on some of the things  
81 and she pointed out one, and so I guess what you meant by comments is that not? Questions?

82 Ms. Kramer No, it is not questions. But if you want to stay through the meeting, I would be  
83 glad to give you a brief overview. Any other comments? Hearing none. We will close the  
84 Audience Comments time period and move on to our Contractors Reports.

85 **THIRD ORDER OF BUSINESS Contractor Reports**

86

87 **A. Benchmark Landscaping ("Benchmark")**

88 *PAUSE for Technical Difficulties with Zoom*

89 Ms. Kramer Our contractor is Benchmark who handles all of our landscaping, which is a huge  
90 amount out there.

91 Ms. Kramer All right, we will go ahead and resume the meeting now that we are back online.  
92 Our representative from Benchmark is here, Mr. Lomasney.

93 Mr. Lomasney Yes. Mr. Lomasney with Benchmark landscaping. I am just going to go over a  
94 couple of things. I am starting with irrigation. We are currently 90% complete with the NTE. The  
95 second one. Five new valves were recently just done. Tomorrow, I will actually meet with the  
96 tech to locate two more: Five Oaks and Cat Brier. We are going to continue, once we fix those,  
97 then we will have more lines that we will be fixing in that particular area. It stopped us right  
98 there with the extreme heat. Like last week we had no rain, and it was drying up. So, I kind of  
99 focused on irrigation for the guys to get that up and going. There is a couple of parts that are  
100 extremely low pressure that will follow after that. We have the oak tree that we had touched on  
101 last time, we put the brakes on that because of the extreme heat and drought last week. There was  
102 no way to water it, we would have to go multiple times a day. And this particular area just does  
103 not have irrigation.

104 Ms. Kramer it is right adjacent to the school and the school has no irrigation in that right-of-  
105 way.

106 Mr. Lomasney And on top of that, the foot traffic right there is not helping things. So, it is a  
107 sandstorm right there. We have a tree that we currently bucket watering every day and it is not  
108 enough. So, I just do not feel comfortable putting in a new oak tree. Now, once it lets up a little  
109 bit of the heat, get more average rain, we will go ahead and install it. But I think it is 20 bucket  
110 waterings. Still the biggest thing we got going on is irrigation as you know. We still got room  
111 within the budget. Once this is complete, that will put us at like 75% overall with the entire  
112 system that leave us room for any more valves or lines or wiring issues that we see once these  
113 repairs are made. So, we still got ways to go, but I do look for this to be done at the end of next  
114 week or give me the first week of September because once they fix it, if I run into something,  
115 this particular area has real established oak trees, so the breaks are thick right in this particular  
116 area with the roots. One of the wires, I am using my third piece of equipment tomorrow to locate  
117 it. And it is, being rerouted with the roots one minute, I am across the sidewalk and then it sends  
118 me over here. It was not a wire; it was just a feeder root. So, it is by the gazebo, I think.

119 Ms. Kramer Yes, that has been a problem area. And there are also wires, electrical wires that  
120 feed the gazebo. So be careful in there. Our past landscaper cut a main electrical line.

121 Mr. Lomasney Good to know that. And then we will bring that up tomorrow, while I am with the.  
122 But that is kind of where we are location wise, and there are two valves right there that need to  
123 be replaced and the round thing across the street, there is a little park, that is where I am really  
124 losing the pressure. So immediately I will jump across the street. So that is kind of where I am at  
125 with that. As far as the maintenance, in the Estates, there is a big oak tree. We went ahead and  
126 raised it up to 16 ft because of the construction. We kept seeing it constantly being hit. A couple  
127 other trees have fallen like on the CDD line into a backyard. We had a couple of pine trees  
128 removed this month, there was another tree with the heavy rain in the beginning, it kind of got on  
129 the pool cages. So, we backed it up as far as what we are responsible for, other than that, the  
130 typical but busy month of August.

131 Ms. Kramer Yes. But you've got full mowing crews out and I saw you, must have had four  
132 mowers out yesterday.

133 Mr. Lomasney Yes, we are trying to keep it looking the same. Move on to the details. In the  
134 afternoon, we removed 80% of the annuals today. Monday, they will get the entrance. They  
135 looked a little bit better than the rest. So, we left them for one more weekend. The other ones are  
136 already being prepped.

137 Ms. Kramer When does the fall rotation, when should it go in? I do not want us to be  
138 approving it after it should already be in.

139 Mr. Lomasney Right now, it is too, too hot. If I put them in, it will burn them up. I am waiting  
140 for the availability of what we can put in. As soon as we can, we are going to, this one was like a  
141 month off because we have been the first.

142 Mr. Lomasney we wanted to get flowers in the summer and they looked great. So, the last month  
143 we put something nice in and I just want to wait until we have a little bit cooler temperatures  
144 before we install anything.

145 Ms. Kramer Ok, should the Board approve the fall color installation now so we are not behind.  
146 I'd rather be at the beginning of the selection than picking the scraps.

147 Ms. Kramer That is in our contract, that would be \$3500 for that rotation. Do I hear a motion  
148 to approve?

149 Ms. Phillips I will move to approve the planting of fall flowers for \$3500.

150 Mr. Leet I will second the motion.

151 Ms. Kramer I have a motion and a second. Any other discussion? All in favor?

152 All Supervisors. Aye

153 Ms. Kramer Motion passed.

154 Upon VOICE VOTE, on a motion by Supervisor, Phillips and a  
155 second by Supervisor, Leet and with all in favor, unanimous  
156 approval was given for Installation of Fall Annuals by Benchmark,  
157 for \$3,500.00.

158

159 Ms. Kramer The other thing is the trimming of the trees on the boulevards. That is a part of  
160 your contract and I noticed they have gotten really low. So, I think they are supposed to be  
161 trimmed to what, 14 feet above the rights of way.

162 Mr. Lomasney So, the area I still have left is the far entrance coming in on Five Oaks out here  
163 was raised up and Cat Brier as well. So, on the far side, that is where they are the lowest. When  
164 we received our inspection, we had several hits on that area. So, I have that area scheduled for  
165 the road raise and we will come in from that entrance and work our way towards the middle, and  
166 that is where we have not got to yet, and we should tie right into, and where we did start, and that  
167 should be done by our next meeting. We have our lots being emptied, between today and should  
168 be done Saturday from the trees that we had already trimmed, it was full. That is nothing I could  
169 have done. It was too dry. I did not want to put anything on there. It was leaves. So, once it is  
170 empty, I will feel more comfortable loading it back up again.

171 Ms. Kramer Right, and again, any type of trimming, if you mulch it, the garden will accept the  
172 mulch. They love to get mulch from the tree trimming.

173 Mr. Lomasney I have a bunch in there and I can have a couple of guys make a couple little piles  
174 and make it easier for them to grab what they need before it gets filled up again. So, if you have  
175 someone in the next week or two would be perfect. That would help us out actually as well.

176 Ms. Kramer Mr. Castillo, can you get with him on the mulch for the garden? Any other  
177 questions concerning our landscape?

178 Mr. Lomasney We had one more thing. We had discussed the park. So, I know this month is the  
179 budget, but so next month, but we are still on schedule to bring that back up.

180 Ms. Kramer It should be on the agenda then, right? Yes,

181 Ms. Montagna I would recommend you bring it up on the October agenda.

182 Ms. Kramer Ok. Also, if you could take a look at all the pocket parks, we are not just dealing  
183 with one. I know others that need attention. Oh, we are offline.

184 *PAUSE for Technical Difficulties with Zoom*

185 Ms. Kramer All right. Go ahead.

186 Mr. Lomasney So, look at the other pocket parks for anything and then kind of present it all as  
187 one or should I keep it, that one is already submitted, and then all the other ones,

188 Ms. Kramer Just look at them all. But so, we can prioritize if you look at the other ones.  
189 Feathergrass may not end up at the top of the heap. You see what I am saying? So, just take a  
190 look at them figure out estimates, and so we can plan for the next fiscal year on what order we  
191 might want to address it.

192 Ms. Lomasney Makes perfect sense.

193 Ms. Kramer Also if you can go back, Ms. Montagna was going to get with you on a tree  
194 replacement we needed on Sundrop and that does have irrigation there.

195 Ms. Montagna Yes. It was the one they approved three months ago, something like that. That  
196 needed to be a tree put in.

197 Ms. Kramer Yes, it does not need to be removed. She will get with you on the exact address.  
198 OK? That was a live oak. Do any other Board members have any questions of Benchmark? Ok,  
199 thank you very much.

200 Mr. Lomasney We like making you guys happy. Ok, thanks. Have a wonderful night.

201 **FOURTH ORDER OF BUSINESS** **Old Business**

202

203 **A. Location of Community Maintenance Facility**

204 Ms. Kramer To the next item on our agenda, Old Business, Location of the Community  
205 Maintenance Facility. This is on before the budget because of the information that is being  
206 provided in this will affect how we deal with the final budget. So, this is Mr. Hamstra of  
207 Pegasus Engineering. He is our District Engineer.

208 Mr. Hamstra Good evening, everyone. We were asked to do a pre-application meeting to  
209 present two options. The Lakefront option which is utilizing some of the existing parking lot and



210 concrete pad for building. And then we also presented what I call the Five Oaks Drive option  
211 which is a newer facility with building a new parking lot. Overall, the meeting actually went  
212 very well. I was surprised how relaxed they were on enforcing maybe additional things I thought  
213 were coming. They thought that both locations were consistent with their zoning and land use  
214 plans. They were not in contradiction to what we were proposing in both locations. Probably the  
215 biggest thing that came up towards the end was discussions of the fire truck, how the fire truck  
216 can come in and out, the distance from the fire hydrants, and all that safety stuff. But no direct  
217 substantial impact to either site plan. Just things we have to be aware of if we move forward.  
218 They seem to be okay with landscaping, fencing more based on what the Homeowners'  
219 Association would require, which I do not think we have to abide by that. So, whatever the  
220 Board deems to be appropriate, I will bring it back for you this evening. Remind you the cost  
221 difference between the two. Lakefront was roughly \$100,000.00 with the contingency put in  
222 there and Five Oak Drive, which is the newer facility is roughly \$350,000.00. So, one is a brand-  
223 new site, new everything from scratch and Lakefront is basically utilizing the old parking lot  
224 from the school, the old concrete bed, deploying a building out there, some minimal landscaping  
225 and fencing for security and, hence, the big difference and it is not a true apple to apple  
226 comparison at least give a range of the two sites. \$100,000.00 versus \$350,000.00. We also  
227 talked to them briefly about the sheds at the garden road and I got the impression that if they  
228 know we are moving forward with one of these, they are going to relax a little bit on what I  
229 would call the noncompliance enforcement issue, which is good to hear as well. But I told them  
230 we were going to meet tonight, get some direction, and then one of us would report back to the  
231 County and let them know what path we are taking, and then get them to back off on the threat of  
232 a fine whatever for the sheds in the back. So, with that, I am here for questions or amongst  
233 yourself about what direction the Board wants to take.

234 Ms. Phillips Did we ask for both proposals to include a bathroom.

235 Mr. Hamstra Not the Lakefront. No, the Lakefront would be, staff utilizing the public  
236 bathroom. The Five Oaks would be the bathroom would be within the facility.

237 Ms. Phillips And, if we want to add in the bathroom in Lakefront, on one of them you said it  
238 was like \$6,000.00 more.

239 Mr. Hamstra We just have to run water and sewer, which I have to find out the exact location  
240 of the utilities to tap into.

241 Ms. Kramer Now, they should be there because the community school was there. That is  
242 where, in 2008, it was a very heavily used site.

243 Mr. Hamstra You can see the chronology of the site, so they went from nothing to densely  
244 populated to fully populated and back down again. I have got to believe there is going to be some  
245 water and sewer lines somewhere there.

246 Ms. Kramer and they were, they seemed excited about repurposing that site for a Community  
247 Maintenance Facility site. They commented that it had more options for expandability if that  
248 was needed more land is available. Whereas, I think even Mr. Teague mentioned, that the Five  
249 Oaks site is very tight and although he got it on paper that actually putting it on the ground might

250 be difficult. So that is the big thing. Now, I did just speak with Mr. Castillo about if he and his  
251 crew would need bathrooms in the facility and he said they do not use them, even when they had  
252 the trailer, they did not use them there, they would go out wherever they were working, the  
253 closest bathroom that they would use that. But you want to pitch in, Mr. Castillo?

254 Mr. Castillo Yes, we are usually out anyway, so we use the closest one. We do not go all the  
255 way back to the office.

256 Ms. Phillips I am not really thinking of the other guys so much, because they are out and about  
257 and can find them. But if Jason is in there doing his paperwork and making the ID cards and that  
258 and we are having a monsoon and he needs to use the restroom.

259 Mr. Castillo So, yes, I can make it.

260 Ms. Kramer I do not think he feels it is worth the cost.

261 Ms. Phillips For \$6,000.00 I think it is. But it is kind of barbaric to not have a bathroom for the  
262 workers. But,

263 Ms. Kramer Well, actually we have five or six of them but,

264 Ms. Phillips I meant within where they are working,

265 Ms. Kramer Right. But they are working out, that is what I am trying to get at. They are  
266 working out in the field, even Mr. Castillo, 90% of his time is out in the field. And so, this really  
267 does not provide a difficulty or hardship for them. And again, we can also always come back  
268 and expand or add if the need were to come later. But the County was very comfortable with  
269 using that bathroom as well. I thought it was cute, that they said, "As long as you can get the  
270 owner's permission." I think we are the owners.

271 Mr. Chokanis And, what is the square footage on the two different options?

272 Mr. Hamstra Building wise?

273 Mr. Chokanis Yes

274 Mr. Hamstra I do not know the numbers off the top of my head because one is priced at  
275 \$30,000.00. One is priced at \$20,000.00.

276 Ms. Phillips So we did not compare same-size buildings.

277 Mr. Hamstra No, the smaller version was without the bathroom, and I was trying to fit it on the  
278 existing concrete pad where the newer site had a little bit more flexibility to put unit with the  
279 bathroom. Plus, the building was larger before, I forget. If it matters or not on the new site, the  
280 County had a preference for the driveway being off the private road versus Five Oaks because of  
281 the proximity of the private road to the Five Oaks entrance, but I did tell them that was a private  
282 road. So, there may be an issue garnering permission to do that. And then Mr. Teague talked  
283 about the existing easement that is on the east side that we are trying to work on as well. But

284 neither one seemed to be insurmountable, but they just did express the interest that the private  
285 entrance is better than off of Five Oaks, but I did tell them that it is a private road. It is not a road  
286 like for a subdivision. So, it does not have the competing left and right turn movements like it  
287 would be if it were actually a subdivision, but that could be worked out depending on what  
288 direction I will take.

289 Mr. Chokanis So, what changed since the last time we talked about this? Because, I could have  
290 sworn the Lakefront was at least \$150,000.00, and I knew the Five Oaks was about \$350,000.00.  
291 So, I am wondering, am I incorrect or is something changed from the previous?

292 Mr. Hamstra Yes, the estimate we did in May, May 23rd, which was like four months ago,  
293 three months ago and it was \$88,000.00. I went to \$100,000.00, because there is still a lot of  
294 unknowns. So, if I said \$150,000.00 it is because I am going on the fourth plan Mr. Teague  
295 prepared for me and the one at \$350,000.00 is actually like \$336,000.00.

296 , and I rounded it up, but this is also for me, I did not feel the need to update these based on our  
297 pre-application meeting, because really nothing came out of those that was usually, financially  
298 new that Mr. Teague had not included before already with landscaping fences, and things like  
299 that.

300 Mr. Leet So, I know one of the questions had been with drainage. Obviously, that will all  
301 be built into the new site; versus is that still a possible contingency with building Lakefront?  
302 Like, is there a chance that we would have to add any retention pond or anything like that, or did  
303 they fully sign off on drainage as is?

304 Mr. Hamstra I told them that we would look at the capacity of the ponds, by the restroom, to  
305 see what they were sized for. And whether or not that would accommodate the small impervious  
306 area we are adding for this particular footprint, because we are not, if you go to Lakefront, you  
307 are converting a concrete pad to a building. So, that is remaining, and the parking lot is the  
308 parking lot. So, putting aside the gravel for the storage yard, if the existing pond north of the  
309 volleyball courts is large enough or if it has to be expanded slightly. We will know once we  
310 know if that is the direction you take, we can look into that. So,

311 Ms. Kramer Their statement was, and again, if you would put up the 2008 base map on that  
312 Lakefront site, their discussion was that was an extremely heavily used site at that time, they  
313 anticipated that storm water design would have been designed to handle that use. So, they  
314 anticipate no requirement for additional storm water. And in fact, as we go forward in  
315 researching the storm water that was designed for that use, we might find we can build a much  
316 larger facility because that had, I think 12 or 14 buildings, and a lot more impervious surface  
317 with sidewalks and, and everything else.

318 Mr. Leet Well, those were portable classrooms. So, would those count for drainage, Mr.  
319 Hamstra, as impervious square footage.

320 Mr. Hamstra They would have, it goes from open space to the number of buildings. I am sure  
321 somebody would have asked if the ponds were accommodating those land use transitions.

322 Mr. Leet Maybe look at what the higher number was if we were hypothesizing if we did  
323 have any work to accommodate drainage.

324 Mr. Chokanis It is from the area.

325 Ms. Kramer Ok. So, at this time, the Board, so that we can then go on to our budget  
326 discussions because this is a big number difference, we need to make a decision on the location.  
327 There is also a time factor in this, the County indicated that at the Lakefront, it would be a quick  
328 site plan, because most of it is already existing, and then a building permit. On the other site it  
329 would be a lot lengthier process, plus even with the budget we are looking at, it would probably  
330 take us 2 to 3 years to save up the money to do this. And I do not know if you want to address  
331 our current financial.

332 Ms. Montagna I do. So, this might help you make your decision a little easier. Currently, as of  
333 today, August 24th, you have your year-to-date fund balance of \$530,364.00. That is to get you  
334 through the end of this fiscal year with the expenses that we have to pay and all those things.  
335 Fiscal Year 2024 1st quarter funds, which gets us through that first quarter until we start getting  
336 payments in, is \$467,801.00 which obviously we do not touch that. Reserves left as of today is  
337 \$72,167.00. And that does not include the final payment that we have for the alleyway project,  
338 which the final punch list once that is established will come in roughly \$31,000.00 and change  
339 something like that. So, then that is going to leave you even less in your reserves. So that is  
340 where you are financially as far as, as that and I know in the current budget previously, and we  
341 will get more into this into the budget where you allocated \$450,000.00 to go into reserves,  
342 which was also going to take into account which way you were going to go. Well out of that  
343 \$450,000.00. Now, you are down to \$412,000.00, because with the loss of lots that I sent out to  
344 all of you with the replated, we have to account for \$38,393.34 of lost revenue. So that  
345 automatically came out of that \$450,000.00 which brought you down to \$411,000.00 or \$  
346 412,000.00. So that is currently what you have allocated right now where it puts you at that  
347 15.3% which is just under the 15.4% that you approved and that the letters went out on. So,  
348 again, taken into account, this is where you are today with your reserves and what you are going  
349 to take out of that money depending on which way you decide to go with the Community  
350 Maintenance Facility, the rest will be your contribution to reserves. So again, when we start  
351 talking about cutting the budget, there is really nowhere to cut is my point. And the  
352 recommendation is you need to go with the less expensive option because you are not going to  
353 have the money to do anything other than that.

354 Mr. Chokanis Yes, but I feel as a community, just because of money, we are making the lesser  
355 option and being forced into that position, which I do not think is correct.

356 Ms. Montagna You are not being forced.

357 Mr. Chokanis It is just we have to pick one or the other.

358 Ms. Montagna Yes, but if you pick the one that is, what was the cost of the other one,  
359 \$350,000.00.

360 Ms. Kramer Yes, we really do not have a choice. Now we can look at it this way; on the  
361 Lakefront, if you put up the structure-- again, we are choosing instead of a site-built structure, we

362 are talking about a metal structure that they come up and they put in and that can be moved in the  
363 future-- so we could come in, use the Lakefront at this time. Now, fencing would be a cost that  
364 we may not be able to move easily. And the landscape would not be, but the actual building, if  
365 we decided in two and three years that we had saved up the money and we wanted to move it,  
366 then we could do so without too much loss in that.

367 Mr. Leet Side question. Ms. Montagna, when did you send out the information about the  
368 assessment issue?

369 Ms. Kramer That did not hit our boxes?

370 Ms. Montagna Yes, everybody got that. Yes, Ms. Kramer, that is the one that you said you did  
371 not get, but you responded, and you did not see the chain. I sent that out to the entire Board.

372 Ms. Kramer Oh, that was about, ok. But I do not know that that discussed the drop in the  
373 number of lots, that just discussed the fact that the County.

374 Ms. Montagna It did, it discussed that, and also, I did not give you the exact number. I said you  
375 will have a loss of revenue between \$24,000.00 and \$49,000.00 because we had not narrowed it  
376 down at that point with the County, but the exact number is \$38,393.34.

377 Mr. Leet When did you send that? The only email I have from you this week was about  
378 sidewalks.

379 Ms. Montagna It was not, it was weeks ago.

380 Ms. Kramer When I was on vacation in July.

381 Ms. Montagna This was a while ago when we sent out the letters. Do you remember? We talked  
382 about this also at the last meeting, because the, this lady right here who is in that subdivision,  
383 they did not get letters and the reason they did not get letters was because the County had  
384 excluded that whole tract from being within the District's boundaries. So, we put it all together in  
385 one email and that is what I sent out.

386 Mr. Chokanis Mr. Hamstra, as engineer, if you give me a swag on each square footage of the  
387 two options. What would it be?

388 Mr. Hamstra You mean, the total soup to nuts. Let me grab my calculator.

389 Mr. Castillo I am asking about the square footage for each of those two options.

390 Mr. Hamstra Well, I think you are talking about the site cost, right? Not just the building,  
391 because this is 0.6 acres, and this is a lot smaller footprint. So, I think he is looking at, if I am  
392 understanding you, a dollar per acre or square foot to develop the land. So,

393 Ms. Kramer that could be a lot larger. I mean, I think we are going to end up with the same  
394 size facility.



395 Mr. Chokanis On a bigger lot.

396 Ms. Kramer On a much bigger lot. The Lakefront lot is huge.

397 Mr. Chokanis Well, let us see. Let us look at the numbers and it should not be that hard to  
398 calculate, its area divided by its cost.

399 Ms. Phillips So, can we keep talking while he is getting that? So, we could move the building.  
400 So, in the meantime, we could start with whatever money we have left, we could start preparing  
401 that land at Five Oaks. Right? So, we could do this construction all with the idea of moving in  
402 mind.

403 Ms. Kramer You can, but I want to caution you as far as jumping into the move too soon  
404 because again, we are going to have to put money in the Lakefront to get the building here. That  
405 money will be able to be transferrable to the new site because those buildings are somewhat  
406 expandable. It is not locked in, and we could talk to the company about designing it that way.  
407 But our budget is really tight, for even the 2024, being that we have got this building, and the  
408 loss of the \$38,000, and all of the other things we have got coming up. We need to renovate our  
409 bathrooms. We need pool furniture desperately. We have got so many other needs that this  
410 would be something we essentially need to save up for over a number of years. So, I would be  
411 hesitant in jumping into doing a lot of engineering and start on that for at least another fiscal  
412 year.

413 Ms. Montagna I do want to make one caveat. I do not want to scare anyone. Harmony is not out  
414 of money, you are not out of money, you are not on the brink of disaster. Nothing like that. My  
415 point of telling you this is you are about to make a large decision on a major expenditure. Your  
416 reserves have essentially come extremely down by a pavement project that was \$647,000.00,  
417 plus. Amongst some other things, you just spent from your reserves \$65,850.00, just on  
418 irrigation alone that you put in there. Plus, your splash pad was roughly \$25,000.00. Well, that  
419 one has not hit yet. So, yes, \$35,000.00. So, my point of telling you all this is really the budget is  
420 super tight. You tried to keep assessments at, at a normal, you did not want to really raise them  
421 up. So, what you've done is you put that \$450,000.00 in there. Well, now it is already down to  
422 \$412,000.00, so that was going to be your contribution to reserves minus what you decided to do  
423 with the Community Maintenance Facility, correct?

424 Mr. Chokanis And what is that current reserves, what was our current reserves number before  
425 this fiscal year? That number,

426 Ms. Montagna It will be less than \$72,167.00. That is what I am saying. It will be less than that  
427 actually, probably 10 more less than that.

428 Mr. Chokanis So about when do we get the budget money for the next fiscal year?

429 Ms. Montagna Usually it starts rolling in, I mean, some people pay it early to get that tax break.  
430 But we typically start saying January, February, you should start really seeing it roll in, some  
431 pay, November, some pay as soon as they get it. But, so my point was, I do not want to scare  
432 anyone. Harmony is not, you are not on the brink of disaster, or nothing like that. But we kept  
433 this budget very tight. Right. And the only fluff you had, and it is really not fluff, was the

434 \$450,000.00. Now, that is down to \$412,000.00 and whatever you choose to do to eat up that  
435 money, the remainder of that is going to go to start building your reserves back up because at the  
436 end of this year, you are not going to have any reserves, you are going to have very minimal  
437 reserves.

438 Mr. Chokanis The other question I have is, if we kick this off, this is not going to be completed  
439 by the end of next year? So, we would not have to pay all that money upfront for that.

440 Ms. Montagna It has to be completed because you are going to, you are going to start getting  
441 fined back here if we do not move all of that.

442 Mr. Chokanis So, Mr. Hamstra, you think we can build the structure in a year from now? Before  
443 September next year?

444 Mr. Hamstra What site are you picking?

445 Mr. Chokanis I am saying that option. I mean, we have to get it done before the next fiscal year  
446 and then,

447 Mr. Hamstra Well, we are only two months away from the fiscal year being over, right? So  
448 next fiscal year we say 14 months definitely the Lakefront and possibly, possibly the new one.

449 Ms. Montagna But, remember that is not going to change your financial situation though. So, that  
450 \$412,000.00, even if you left \$412,000.00 in there today and that is what you are going to do.  
451 And if you went with the more expensive, the less expensive whatever is remaining is going to  
452 be what is used to start rebuilding your reserve fund. So, your financial situation is not going to  
453 change in regard to.

454 Mr. Chokanis I understand, I was just saying as far as when the money comes out down the  
455 road.

456 Ms. Kramer Also, I would like to interject that, remember, out of that \$412,000.00, our reserve  
457 study which really did not have the inflationary prices in it, that was based on old prices, that  
458 study told us we needed to put away \$300,000.00 a year just to do the alleyway because we have  
459 got more alleyways coming up, the potholes are showing up and being a real problem. We have  
460 got bathrooms that need to be redone. We have a whole list of items that need to be redone. So, if  
461 we jump to spend all of next physical year's reserve money on a Community Maintenance  
462 Facility, which is basically an equipment storage area, and put in all this new parking, and storm  
463 water, and everything; we are going to hurt badly on the other end to take care of the stuff we  
464 have already got. And Mr. Hamstra, I wanted to let you know the VC 10 parcel is 5.14 acres.

465 Mr. Hamstra Okay

466 Ms. Kramer So, if that helps, I did not know if you had a chance to look that up.

467 Mr. Chokanis Does that include volleyballs and all that stuff?

468 Ms. Kramer No, that includes the two parking lots and all of that land. The land we are really  
469 looking at is basically, I guess would be 3 to 3.5 acres, to the east of the pathway down to lake.

470 Mr. Leet The Five Oaks is 0.6 acres, about 250 feet on the road.

471 Ms. Kramer Yes, that is much, much smaller.

472 Mr. Leet So, question Mr. Hamstra, looking at the Lakefront area right now, part of the  
473 draw there is already, some infrastructure in place and there is already a pad in place. That pad  
474 is, right now, is like right up against the walking path out to Buck Lake docks and everything.  
475 Completely spit balling, how much of it costs Delta or if, just for County reasons, would this not  
476 be an option, would it be possible to do a new similar size pad, just located a little better place in  
477 case it does end up being more of a long-term thing.

478 Mr. Hamstra To pull it away from the path.

479 Mr. Hamstra Maybe \$10,000.00 for,

480 Mr. Leet Okay. And if it were a similar size and we are not adding like a bunch more  
481 sidewalks or anything, then that should not change the site.

482 Mr. Hamstra From the path to the building.

483 Mr. Leet Or the parking lot or whatever that, I mean, maybe to the parking lot versus to the  
484 path and that could just be solid landscaping. So, trying to polish this as much as we can here.

485 Mr. Hamstra So, to your question, it is roughly about \$115 per square foot to develop Five  
486 Oaks and I did not use Ms. Kramer's five acres. I used the areas we are touching, and it is like  
487 \$90 a square foot.

488 Mr. Leet So again, for the sake of discussion, I think the rest of the Board has an  
489 understanding of the near-term issues and the near-term choice. Longer term, what do we think  
490 would be doable at either of those properties that should also be considered in this choice? What  
491 can be done with the Five Oaks property if it is not in this facility or what can be done with the  
492 Lakefront area?

493 Mr. Leet And it is a very open-ended question, but I mean that.

494 Ms. Phillips Well, I really want a clubhouse.

495 Ms. Kramer Well, there is a lot of things we can do if the residents are willing to significantly  
496 raise their assessment. So again, the maintenance facility would not be incompatible and there  
497 would be more room to put a clubhouse or a community center or something down there, it could  
498 be done. But again, the residents, and I know you have not been on the Board very long, but that  
499 was talked about a couple of years ago, and the residents were just up in the arms that they did  
500 not want to pay for a community center.

501 Ms. Phillips The ones who were vocal were opposed to it.

502 Ms. Kramer It was a lot.

503 Mr. Leet We mailed out surveys and did a lot.

504 Ms. Kramer It was not just the people on Facebook. So, the Five Oaks parcel, again as far as  
505 alternative uses, is that what you are asking? If we do not put this there, we can leave it as an  
506 open space.

507 Mr. Hamstra A park at that side of town, if does not have one.

508 Ms. Kramer But I mean, we do not have to make the use of it right now. That is,

509 Mr. Leet I understand and I am not, to build up reserves, we cannot be doing a bunch of  
510 things at once, but just making sure that is part of our decision process. So, Ms. Montagna, not  
511 to put you on the spot, when we went through and did the budget workshop, and this was our  
512 baseline plan, we originally had a say a smaller assessment increase or a smaller reserve  
513 contribution was the original plan. And in that meeting to, we thought at the time we give  
514 ourselves at least the option to choose or to have a choice. We bumped up that contribution.

515 Ms. Montagna It was at \$350,000.00.

516 Mr. Leet So, we know there is the \$30,000.00 something that is the Tract L issue.

517 Mr. Leet It seemed like if we are still saying we are dangerously skinny now, then what is  
518 changed from back in May where we were looking at even smaller?

519 Ms. Montagna What has changed is all of this irrigation and all of this splash pad stuff between  
520 those two, you are looking at \$100,000.00.

521 Mr. Leet \$25,000.00 for a slash pad. The irrigation was, I thought it was in the \$36,000.00  
522 range.

523 Ms. Montagna No, \$65,850.00, another \$25,000.00 for the splash pad plus another \$10,000.00  
524 coming.

525 Ms. Kramer And even back then at that meeting, Ms. Montagna was telling everybody that  
526 what you raised it to, at \$450,000.00, still would not get you the Five Oaks one within the year.

527 Mr. Leet Ok. And I heard that and the question.

528 Ms. Montagna I think Ms. Kassel, at the time, said you had \$800,000.00 and that was not  
529 accurate either.

530 Ms. Phillips Well, I think part of it too is you are trying to keep close to 15% and not go much  
531 beyond that too.

532 Ms. Montagna Correct. That and that is, that is the thing, the Board was trying to keep it in a  
533 reasonable assessment. You knew you had to raise assessments, but again, you were trying to  
534 keep it as reasonable as you could, even if you were to leave it at the \$350,000.00, we would

535 have essentially came back, and took out the \$38,000.00, right? Because we have to come up  
536 with that revenue that it is going to be a loss. So now you are down to \$200,000.00 and  
537 something, and then you have to determine which you can determine that today too. You can use  
538 the remainder of that \$412,000.00 to do the Five Oaks thing. But I am just telling you where you  
539 are in your reserves, because you had the large paving project this year, right? And some other  
540 ancillary things that we really were not looking for, did not budget for it. So now your reserves  
541 going into next year is going to be very minimal depending on what comes out of that  
542 \$412,000.00 you decide to contribute.

543 Mr. Leet Yes. So last question I have Mr. Hamstra, this is kind of piggy backing on what  
544 we were talking about earlier. So, assuming we were not in a rush to finish the Five Oaks project  
545 within fiscal 2024, as far as just the actual sequence of building up that property. How consistent  
546 do you think the cost of the different contractors and different portions of that project would hit?  
547 Would it be fairly distributed? Is it going to be heavily front, front loaded, back loaded?

548 Mr. Hamstra I double checked the building. It is the same dimensions. It is 25 feet by 45 feet.  
549 We just add the extra cost for the bathroom inside the new facility. So, it is the same footprint,  
550 same lean-to for the outdoor. So if we were to move that building in the future of the site,  
551 whether we start doing when it can, the parking, the driveway, the infrastructure to kind of do it  
552 over two fiscal years and then you can make the building last and plop it into place and get it up  
553 and running not next fiscal year, but the fiscal year after that.

554 Mr. Hamstra But you have to raise money this coming fiscal year, if you want to start tackling  
555 the infrastructure, the pond, the pipes, some of the roadway paving, which I know some Board  
556 members say, do we have to have asphalt or can we do something cheaper? Yes, we can. We do  
557 not have to do the Cadillac version. We can back it down a little bit. We provided extra parking,  
558 not knowing if staffing needs will get bigger or if we were going to use that building for a  
559 meeting place.

560 Ms. Kramer That site does not allow for any of that and would not allow for any expansion if  
561 we needed to add employees or expand.

562 Mr. Chokanis Mr. Hamstra, as far as the building structure of each option. They are both exactly  
563 the same as far as the materials are concerned.

564 Mr. Hamstra Yes. Ok. Because I mean, we are elevating houses in South Florida with the  
565 floods, and stuff. Clearly, this could just be lifted and moved to relocate here. The question is  
566 when you buy the bathroom now, so you will not have to scab it on later, once you move it. So,  
567 would you just buy the building with the bathroom, and then when you move it, it is all ready to  
568 hook up and ready to go.

569 Ms. Kramer I really think we are stuck.

570 Mr. Leet Well, stuck. From the question I had earlier, I think we could, looking at the, so I,  
571 I think part of what was most unsavory about having it on the existing path was, it is right next to  
572 the parking lot for the playground, right next to the walkway, going out to the lake. If we are  
573 saying that the existing parking lot there is what would become the field parking for field  
574 services to use that facility and if we are talking about less than maybe a 10% delta to the cost to

575 re-do a new pad that is just in a better position for what it would be versus the dirt cheapest cost  
576 would be to use it exactly where it is right now and that it is right next to the recreational side of  
577 that area versus if we bring it say 100 ft something, northeast. So, we are not talking about a  
578 whole bunch more sidewalk or anything, to get to that parking lot. But that gets us just, I think it  
579 makes it, and I do not know if this is an appropriate time to open for comments or whatever, but  
580 maybe it makes it easier to swallow. And that we could have it further removed from the park.  
581 There is more opportunity to have landscaping and stuff. You would not have, by necessity,  
582 people using that same walkway to get in and out of the facility.

583 Mr. Hamstra If what we are talking about, Mr. Leet, is the concrete pad, you can move that as  
584 far east as you want and create the separation between the restrooms, the soccer fields, the  
585 volleyball courts. That element is not a deal killer. We are on a concrete pad. The rest of it is,

586 Mr. Leet There are already trees, and everything. So, there is already some screening from  
587 other residents along Oak Glenn and that.

588 Ms. Kramer I think at this point, the big question, so we can get on to the budget is, are we  
589 going to go with the Lakefront site now, even if we change the pad or whatnot, but go with the  
590 Lakefront site or are we going to go with the Five Oaks. Which I do not see how we can afford it  
591 at all. So, at this point, I would make a motion to move forward with the Lakefront site, and as  
592 Mr. Teague and Mr. Hamstra work out the final plans for that, and then we can decide where  
593 exactly that concrete pad will or will not move. But at this time, I think we need to go ahead  
594 with that so we can move forward with our budgeting purposes. Do I have a second?

595 Ms. Phillips So, we are just deciding on the location, at the moment?

596 Mr. Leet Not the final details, not moving the pad, not the adding bathroom. Just where.

597 Ms. Phillips Oh, I will second that.

598 Mr. Chokanis Where, how are they going to get their equipment to this building? Where is it  
599 covered that?

600 Ms. Kramer It is going to have to go down the path that goes down to the boats. They will  
601 come off of the roundabout, go down the driveway, and then go down the little path which is  
602 where they go now. They come down.

603 Mr. Chokanis They are going to come with their trucks.

604 Ms. Kramer No, the trucks will park here. The trucks will not come down,

605 Mr. Chokanis They can get through that path without knocking down the fences?

606 Ms. Kramer Right. The cart. This is where the carts go right now. And they also come from  
607 because they go all throughout the community, they are going to be going this way and this way  
608 as much as this way. So, they are already using all those pathways right now.

609 Ms. Kramer Is there any other discussion?



610 Ms. Phillips Well, I do have an accounting question, sort of. When we put money into  
611 reserves, can we have a line-item reserve? Like, let us say we go with this, and we say, well, we  
612 are going to put \$50,000.00 aside for the Five Oaks location, and when we get enough money,  
613 then we are going to move it.

614 Ms. Kramer Yes,

615 Ms. Montagna You can earmark it for whatever is in there. You can say this is for doorknobs,  
616 this is for whatever you want.

617 Ms. Kramer Do not use this, because we are saving up for this.

618 Ms. Phillips Right. Right, I think maybe the whole decision is a little more accountable, if we  
619 take that approach it, and even \$100,000.00 towards a future move you.

620 Ms. Kramer But, you just have to be sensitive to the amount of repairs that we have. But that  
621 can be,

622 Ms. Phillips I mean, \$100,000.00 might be stretching it so we could do the first year of  
623 \$50,000.00 because next year, our budget should be a lot easier in the sense that we would not  
624 have a paving project.

625 Ms. Kramer But you are saving up for the next paving project. We can deal with this next  
626 month. Right.

627 Ms. Phillips but the landscaping might not cost as much.

628 Ms. Kramer Well, yes, it is, next year more. It goes up each year.

629 Mr. Leet On that, but the irrigation add-on should not be as bad.

630 Ms. Kramer Yes, the irrigation, the, the huge irrigation. But anyway, so at this point, I will call  
631 a question. All in favor of the Lakefront site for our Community Maintenance Facility as we  
632 further look forward to other options.

633 Ms. Phillips Well, I will say Aye.

634 Ms. Kramer Aye.

635 Mr. Leet Aye.

636 Mr. Chokanis Nay

637 Ms. Kramer We have three affirmative, one in opposition, motion passes. Thank you all.

638

639

640 Upon VOICE VOTE, on a motion by Supervisor, Kramer, second  
641 by Supervisor, Phillips, with Supervisor, Leet, Kramer and Phillips  
642 voting in favor and Supervisors Chokanis voting against, the Board  
643 approved locating the Community Maintenance Facility at the  
644 Lakefront site North of the parking lot and East of the path to the  
645 docks.  
646

647 Ms. Phillips So if we wanted to do the thing where we set aside money, does that have to be an  
648 option, too? And we do not have to decide that tonight, right?

649 Ms. Kramer As, as we move forward, and we get the major budget adopted, then as we look at  
650 the budget, and if we want to set aside a certain amount, we could ask Ms. Montagna, and we  
651 will have the reserve study going to. I hope, and then we can get you that stuff. So, you can see  
652 what the bottom line is.

653 Ms. Phillips Reserve items mean any major renovation or replacement.

654 Ms. Montagna So yes, as we get into, after you guys approve, we start getting funds in, you can  
655 determine as a Board how you want it. If you want to earmark certain stuff in the reserve  
656 account, we can do that. It is not a problem.

657 Ms. Phillips Well, because I ultimately just prefer the Community Maintenance Facility over  
658 on Five Oaks, but right now, I just do not see how we can do it. So, since the building is  
659 moveable, I guess I would like for us to aim in that direction.

660 Ms. Montagna Yes, start saving towards that. Absolutely.

661 Ms. Kramer We are now moving on. Thank you, Mr. Hamstra. Do not go totally away after  
662 the budget.

663 Ms. Phillips And the other thing too, to add to all that, is the community has made it pretty  
664 clear that they want a bare-bones budget, and they do not want to pay anything extra. So, our  
665 hands are kind of, not tied, but we have to respect that.

666 Ms. Kramer That is right. And we were already locked into what we established back in May  
667 or June, and you cannot go any higher. That would have been different.

668 **FIFTH ORDER OF BUSINESS** **New Business**

669  
670 **A. Presentation of FY 24 Budget**

671 Ms. Kramer We are now at the New Business section of our meeting. The next item is the  
672 presentation of the Fiscal Year 2024 budget.

673 Ms. Montagna All right. So, as we kind of touched on it before, back in May the Board went  
674 through, we went line for line, and there were contract increases, there were insurance increases,  
675 all of that. Essentially, most of it was exactly that, contracts, and just normal increases. The only

676 thing that the Board decided to do, with the maintenance facility in mind, was to put \$450,000.00  
677 into what is on the budget called Reserve/Other. And what was going to end up happening was  
678 they were going to determine about the Community Maintenance Facility, and then the  
679 remainder of that was going to be put towards reserves. Or they were going to cut it out of the  
680 budget, however they decided. That scenario has changed a little bit today. As I just stated, we  
681 have to come up with the \$38,393.34. So, what I did is I took it out of that \$450,000.00 which  
682 leaves it at \$412,000.00, and that brings us back to where we originally were. Which is a 15.3%  
683 increase. So now it is up to you all to determine how you want to move forward from here.

684 Ms. Kramer And let me give a little description, I think the \$38,000.00, because nobody was  
685 really, I was not expecting it, but at least we were not expecting it back in May and June, the  
686 \$38,000.00 came to us by virtue of North Lakes. North Lakes has continually been paying  
687 assessments. The developer, although it is undeveloped, has been paying both the debt service  
688 assessments, and the operation and maintenance assessments, based on 80 lots. He chose,  
689 instead of using the 80-lot plan, to reduce the number of lots in that parcel to 61. To make up for  
690 the debt service portion, he will stroke us a check for the difference so that we will have that  
691 money to pay down that debt service on the 19 lots, he is not building. However, the operation  
692 and maintenance amount, he does not pay every year going forward, so that would have to be  
693 made up, and that is where this \$38,000.00 is coming from. So, it is either we make it up by  
694 basically spreading it through all of Harmony. Which is what we are looking at. Or the other  
695 option would be to put that huge chunk of money annually on 61 lots. So, I think if we spread it  
696 over everybody, including myself, and everybody sitting up here. It would be \$20 a month, a  
697 year difference, if we dropped it on the 61 lots, it would be \$700 something.  
698

699 Ms. Montagna Yes, it is a substantial amount for them, and we are not comfortable doing that,  
700 for a few different reasons. They will be a gated community, everything behind the gate, the  
701 District, we will not have any maintenance back there. Even though they are going to have  
702 access to the facilities that you guys do offer.  
703

704 Ms. Kramer They use our roads, they use our storm water, and everything. But again, this  
705 would significantly up their annual assessment.  
706

707 Mr. Leet OK. So, I am aware of neighborhood M, how many neighborhoods are left to be  
708 built out?  
709

710 Ms. Montagna That I do not know?  
711

712 Mr. Leet OK. I am asking, because this is not the first time it has happened.  
713

714 Ms. Montagna We talked about that.

715 Mr. Leet And in that case, it was rather than being spread on everyone, it was spread  
716 around now and future. So, it was. It happened in my neighborhood. It was, I think we also  
717 pulled, at that time, Neighborhood M, Neighborhood O. They were and they were, some still  
718 have not been built and some were, at the time, not built but have been now and that.

719 Ms. Montagna Were they all the same developer? Because, that is going to make a difference,  
720 and I do not think this developer is building any further than this. So, we cannot really spread it  
721 out on other developers' property versus this one, if it was the same developer, we possibly could  
722 work something out.

723 Mr. Leet Yes, that was the second iteration of Starwood, but it had not been.

724 Ms. Kramer So that is the position that it is in. So, we,

725 Mr. Chokanis What about the check that he owes us? How much is that?

726 Ms. Montagna That is going to pay the debt. That will not affect your budget. That is just truly  
727 for debt. He is still responsible. We call it a true up. So, even though he is getting rid of those 19  
728 lots, that is still because essentially the original site plan was that. So, he is still going to have to  
729 pay that debt. But even though he writes you a check, that is what it is used for is for that debt. It  
730 can not be used to fill in this missing revenue.

731 Mr. Chokanis What about the \$38,000.00. Why do not we just take it out of reserves.

732 Ms. Kramer Well, that is essentially what she did.

733 Ms. Montagna You are going to be doing that.

734 Ms. Phillips Reducing the \$450,000.00 to \$412,000.00.

735 Ms. Kramer it has to be that, that \$38,000.00 has to now be accounted for every year going  
736 forward. Not just this year.

737 Ms. Montagna So that is what I did. Essentially the \$450,000.00 that you put in, I took it from  
738 there, because there was really nowhere else to take it from, and whatever is left now, which is  
739 the \$412,000.00 you will determine, obviously your facility maintenance will come out of that  
740 too next year, or whenever we pay it, and then the remainder would go into your reserves. And  
741 you could earmark as you thought, or another project may come up however you see fit.

742 Mr. Leet So, is there any, I mean, I do not know if this goes to say for who can answer the  
743 question? Do we have even any kind of recourse? It is arbitrarily we are doing some fewer lots.

744 Ms. Montagna Site plans change all the time. Developers change site plans all the time, they do  
745 not have to let you know, they typically do not let you know.

746 Mr. Leet Well, and I understand that and with, so I guess the question is we have the  
747 assessment schedule for each neighborhood, I guess he answered my question. I mean, if, if they,  
748 now it is 38,000.00, roughly it is.

749 Ms. Montagna \$38,393.34

750 Mr. Leet Into what are the 61 lots? So that,

751 Ms. Phillips So they cut out, we pay,

752 Mr. Chokanis I did not think we paid per lot, I thought we pay per foot.

753 Mr. Leet Area. Well, \$38,000.00 is the shortage.

754 Ms. Montagna That is your loss of revenue, by them cutting their site plan down.

755 Mr. Leet Right. So that \$38,000.00 would have to be made up if it stayed in that  
756 neighborhood, would be \$600 something per year, every year. And that is, if you look at the  
757 assessment schedule, that is a pretty good chunk. And that was the same thing, and they were  
758 still able to do that increase, and I guess they tempered it by, at the time, they had other  
759 developments, right?

760 Ms. Montagna And they could spread it, and we talked about that. That was the first initial  
761 conversation that we had to be able to see what is the best route here? Can we spread it amongst  
762 that or absorb it? And it is just, it is not feasible to spread it amongst the remaining lots.

763 Mr. Leet because then the developer would have a harder time selling these fewer number  
764 of houses. I mean, let us,

765 Ms. Montagna Well, we cannot levy that area, because number one, it was not noticed to levy  
766 that additional money onto those lots.

767 Mr. Leet Ok. So, we put out the schedule in May not knowing this. It was on the old  
768 assessment schedule.

769 Ms. Montagna That is right.

770 Mr. Chokanis This is the North,

771 Ms. Kramer North the very end next to East Lakes.

772 Ms. Montagna So, essentially what you need to do now is determine if you are going to leave the  
773 budget as it is what we just discussed. Nothing has changed in this budget, then when we last  
774 approved it. Except for I have reduced that reserve contribution from \$450,000.00 to  
775 \$412,000.00. That brings your assessments to 15.3%. And essentially the only  
776 recommendation/option that you could possibly cut this budget anymore, if you so choose,  
777 would be that number that \$412,000.00 and that is it.

778 Ms. Kramer So now we need to open the public hearing.

779 Ms. Montagna I would see where you guys are first, what you feel is if you are wanting to cut,  
780 because you may answer some of their questions before you even get to public comments, and  
781 then you open it for public comments. They have it and then it comes back to the Board, for you  
782 to make your final decision.

783 Mr. Chokanis So, what does he do with those extra lots he is not building on?

784 Ms. Montagna Just green spaces typically.

785 Mr. Leet Or maybe they could do bigger lots.

786 Ms. Montagna And which, I will say that is why we got it down to \$38,000.00, because some of  
787 those lots were smaller and then now some of the ones that are left are bigger. So, we were able  
788 to, you see what I am saying, cut it down because we were looking more towards \$49,000.00 to  
789 \$50,000.00 of lost revenue. But because of the lot sizes, we were able to get it down to that  
790 \$38,000.00.

791 Ms. Phillips Did he say why he did that?

792 Ms. Montagna No.

793 Ms. Phillips I just was asking the reason?

794 Mr. Chokanis If we take it out of our reserves, are we good for Fiscal Year 2024 for this issue.

795 Ms. Kramer Yes. For fiscal year 2024. The next year, it would just be,

796 Ms. Montagna You are baking it in right now. It will just stay continual now, because this will be  
797 your budget, because you are obviously not going to lower.

798 Mr. Chokanis I think we should just keep the extra money. We are already increasing at 15.3%.  
799 So, I say we just take the bullet and move on.

800 Ms. Kramer And I believe the reserve number at the \$412,000.00, because that would be the  
801 \$100,000.00 for the Community Maintenance and the \$300,000.00 that the professionals say we  
802 need to put away every year for our reserves.

803 Mr. Leet Yes, I mean coming into it, I was of the mindset that our choice was the budget  
804 ceiling. That we went forward with was to hopefully give us enough over the next year or two to  
805 use the other site, and just try to be responsible with everyone's money, and everything. It does  
806 not sound like there is much room to claw back any of that. And we are doing this irrigation  
807 stuff, which should give us return as better water bills. Stuff that needed to be done. And for  
808 context replacing some of the irrigation stuff that we are talking about was estimated to be much  
809 higher than what we ended up doing with our distributed sprinkler boxes. and everything. But it  
810 was work that needed done.

811 Ms. Phillips We will know that sooner or later. Right.

812 Ms. Kramer Pay me now or pay me a lot more later.

813 Ms. Phillips So, well, I still want to make sure I have this straight. So, we are going to talk  
814 about the pool furniture and remodeling the bathrooms or renovating them to standards, et cetera.  
815 Does all that come out of reserves?

816 Ms. Kramer Yes, there are our day-to-day costs. The cost for the chlorine for the pool, and the  
817 chemicals, and the maintenance. Things that are the day-to-day cost. The reserves are for the big  
818 projects that have to be done. Basically, once every 10, 15 years. Like our alleyways are 15



819 years. Well, the alleyways this time are \$600,000.00, plus. In two more years, we are going to  
820 have another project like that. We are not going to, for that one year, increase everybody's  
821 assessment to make up for that \$600,000.00, plus. We need to take some money, then start  
822 saving it for that. So, it rolls along, and that we have about five neighborhoods with alleyways.  
823 So, every three years, we will continually be paving.

824 Mr. Leet Now this one that we did was both C-1 and C-2. That was the biggest single.

825 Ms. Kramer Yes, that was two neighborhoods together.

826 Mr. Leet So, it is not going to be that same, very large amount every time. And there were  
827 other factors. I mean, inflation, labor costs, whatever else. Not that I am expecting it to be  
828 cheaper in the future, but the future neighborhoods are not looking at another \$600,000.00, a  
829 year.

830 Ms. Kramer But that is where we are to explain it, we have this huge list of things that the  
831 deferred maintenance is coming due. We either do it or we shut it down, and a lot of them like  
832 our storm water systems are things we cannot shut down. So, we have got to set this money  
833 aside. So, we will be ready to pay for those when that day comes.

834 Ms. Montagna Well, if you are all in agreeance with kind of what it looks like, then you could do  
835 a motion to open a public hearing for the budget.

836 Mr. Leet So moved.

837 Ms. Kramer I have a motion to open a public hearing. Do I have a second?

838 Ms. Phillips I will second.

839 Ms. Kramer I have a motion and a second. Any further discussion? Hearing none, I will call  
840 the question. All in favor.

841 All Supervisors Aye

842 Upon VOICE VOTE, on a motion by Supervisor, Leet, seconded by  
843 Supervisor, Chokanis, with all in favor, the Board unanimously  
844 approved opening the Public Hearing on the Fiscal Year 2024  
845 Budget.

846

847 **B. Public Hearing on FY 24 Budget**

848

849 Ms. Kramer None opposed. Motion passes. We now open the public hearing for the budget. Is  
850 there anyone in the room today, that would like to address the Board on the issue of our Fiscal  
851 Year 2024 Budget? Yes, Ma'am, if you will state your name and address for the record.

852 Ms. Sledz Mary Jane Sledz, 3181 Songbird Circle. I have been here the last few meetings,  
853 but I do want to talk about the reserves, because, coming from a financial background, and the  
854 gentleman that spoke last time, said we had a million dollars when he bought his home, and now

855 we are down to \$40,000.00. And I understand that you want to have a better facility for our  
856 guys, I get it, but when we get our tax bills, if they do not get our fund balance up, we are really  
857 going to be in bad shape. So, again, I think that is the most pressing issue is that you need to  
858 work on this fund balance before you start to do anything else.

859 Mr. Edwards William Edwards, 3311 Sagebrush. There was an increase in the CDD of \$200  
860 and some change? I am not exactly sure that figure is accurate, but I did not look over the whole  
861 increase yet. But, was that so?

862 Ms. Montagna Are you talking about last year or this year?

863 Mr. Edwards This year.

864 Ms. Montagna This year, if we were to leave the budget as is right now with a 15.3% increase,

865 Mr. Chokanis It is based on your property, your lot, so it varies from property to property, and  
866 she can probably not give you an exact amount for your property, but

867 Ms. Phillips Well, it is on the chart.

868 Ms. Montagna In order to look at that chart you have to know where you fall, do you fall under  
869 A-1 or B,

870 Mr. Leet Your neighborhood and your lot size. You have to have those.

871 Mr. Edwards Okay, so how would I know what my increase is?

872 Ms. Montagna You can email me, and I will give you my card. I promise I will answer, and we  
873 can let you know exactly what your assessments are.

874 Ms. Spencer Beatrice Spencer, 7011 Beargrass Road. I just need to say that I totally I agree  
875 with the lady there. We need to keep our reserves with the goal of lowering our budget.

876 Ms. Phillips That was always our goal, but the paving project.

877 Ms. Spencer It was a killer. It is a little worrisome right now.

878 Ms. Kramer Alright, any other comments?

879 Ms. Sledz Mary Jane Sledz, 3181 Songbird Circle. You see that there are a lot of homes for  
880 sale here, and they are having difficulty selling them, because of all the fees associated with  
881 living in our community, and it is a beautiful community. I am not saying I do not want to live  
882 here, but I just want to make that point. Because if we keep raising, and raising, and raising, I  
883 think for 3 years now, once we are good with our reserves, then we go back to doing those  
884 special projects,

885 Mr. Wiles Wayne Wiles, 3184 Songbird Circle. It is saying here that the County Tax  
886 Collector is going to collect the fees this year,

887 Ms. Kramer That is correct. Every year. That is the only way that we collect.

888 Mr. Wiles But this is not a property tax, so are they going to send a separate bill?

889 Ms. Montagna No, it is all in your property taxes and it will say Non-Ad Valorem.

890 Ms. Kramer And any special assessment, this category includes your fire special assessment,  
891 the waste special assessment, and others.

892 Mr. Wiles Then I see on here, Cat Lake at \$6,452.00. How do we access this Cat Lake?

893 Ms. Kramer That is not a CDD issue. You would have to ask the HOA about that.

894 Mr. Wiles So, everything on this page is what you do?

895 Ms. Montagna I do not know what you are looking at.

896 Ms. Phillips It says Cat Lake up at the top.

897 Ms. Kramer Oh, that is what the developer pays, the person who owns the parcel, the Cat Lake  
898 Access parcel, has to pay that much. That does not apply to you.

899 Ms. Montagna Your amount is highlighted in yellow.

900 Ms. Kramer Is there anyone on Zoom? Anyone else? Seeing no other comments, I would  
901 entertain a motion to close the Budget Hearing.

902 Mr. Leet So moved.

903 Ms. Phillips I will second.

904 Ms. Kramer I have a motion and a second to close the Budget Hearing. Any discussion?  
905 Hearing none, all in favor?

906 All Supervisors Aye.

907 Ms. Kramer All opposed? Hearing none, motion passes unanimously. Thank you all very  
908 much for your input.

909 Upon VOICE VOTE, on a motion by Supervisor, Leet, seconded by  
910 Supervisor, Phillips, with all in favor, the Board unanimously  
911 approved closing the Public Hearing on the Fiscal Year 2024  
912 Budget.  
913

914 **1. Consideration of Resolution 2023-11, Adopting FY 24 Budget**

915 Ms. Kramer At this point in time, we move forward to adoption of Resolution 2023-11  
916 adopting the Fiscal Year 2024 Budget. I would entertain a motion.

917 Mr. Leet I will move.

918 Ms. Kramer Move to adopt as presented. Correct?

919 Mr. Leet Yes.

920 Ms. Kramer Do I hear a second?

921 Mr. Chokanis I will second.

922 Ms. Kramer I have a motion and a second. Any further discussion on this Budget? Hearing  
923 none I will call the question. All in favor.

924 All Supervisors Aye

925 Upon VOICE VOTE, on a motion by Supervisor, Leet, seconded by  
926 Supervisor, Chokanis, with all in favor, the Board unanimously  
927 approved Resolution 2023-11, Adopting Fiscal Year 2024 Budget  
928 with the amendment of reducing the Reserve Contribution by  
929 \$38,393.34 to \$411,606.66.  
930

931 **C. Public Hearing on Levying O&M Assessments**

932 Ms. Kramer All opposed. Hearing none the motion passes unanimously. At this point in time,  
933 we are going on to a Public Hearing for Levying the Operations and Maintenance Assessments.  
934 Do I have a motion to open the public hearing?

935 Mr. Leet I will move.

936 Ms. Kramer Do I have a second?

937 Ms. Phillips I will second.

938 Ms. Kramer I have a motion and a second to open the Public Hearing on Levying the  
939 Operations and Maintenance Assessments. All in favor.

940 All Supervisors Aye.

941 Upon VOICE VOTE, on a motion by Supervisor, Leet, seconded by  
942 Supervisor, Phillips, with all in favor, the Board unanimously  
943 approved opening the Public Hearing on Levying O&M  
944 Assessments.  
945

946 Ms. Kramer All of those opposed. None. Motion passes. At this time, we are opening a public  
947 hearing on the actual levying of our operation and maintenance assessments. This is tied to the  
948 budget. It is basically that we are going to limit the assessments and collect them using the tax

949 bill. So, it will show up as a non-ad valorem assessment on your tax bill. You will get the same  
950 discount on your assessment as you would on your taxes. So, if you pay it early, you save some  
951 money from it. Anything else you want to add as far as an introduction?

952 Ms. Montagna It is just exactly what she said, it just allows us to be able to, the County to be able  
953 to collect those funds.

954 Ms. Kramer Is there any comment? Ok. Any on Zoom? Hearing no comments on the levying  
955 of the Operations and Maintenance assessments during our public hearing, I would entertain a  
956 motion to close.

957 Mr. Leet I will move to close.

958 Ms. Kramer I have a motion.

959 Mr. Chokanis I will second.

960 Ms. Kramer I have a second to close the public hearing. All in favor.

961 All Supervisors Aye.

962 Ms. Kramer All opposed. Hearing none, the motion passes unanimously.

963  
964  
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Upon VOICE VOTE, on a motion by Supervisor, Leet, seconded by Supervisor, Chokanis, with all in favor, the Board unanimously approved closing the Public Hearing on Levying O&M Assessments.
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### **1. Consideration of Resolution 2023-12, Levying O&M Assessments**

969 Ms. Kramer At this point in time, we would need to adopt Resolution 2023-12, Levying of  
970 Operations and Maintenance Assessments. Do I hear a motion to adopt this resolution?

971 Ms. Phillips I so move.

972 Mr. Leet I will second.

973 Ms. Kramer I have a second. Any further discussion? Hearing none, then I will call the  
974 question. All in favor.

975 All Supervisors Aye.

976  
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Upon VOICE VOTE, on a motion by Supervisor, Phillips, seconded by Supervisor, Leet, with all in favor, the Board unanimously approved Resolution 2023-12, Levying O&M Assessments.
--

981 Ms. Kramer All opposed. Hearing none, motion passages unanimously.

982 Ms. Montagna Ms. Burgess.

983 Ms. Burgess Yes.

984 Ms. Montagna Thank you very much. I know you are going to get this over and get it done and  
985 get it over to the County. So just thank you and we will talk tomorrow.

986 Ms. Burgess All right. Thanks so much everybody. Thank you.

987 **D. Consideration of FY 2024 Meeting Schedule**

988 Ms. Kramer The next item on our agenda is a consideration of our Fiscal Year 2024 Meeting  
989 Schedule. The meeting schedule that was proposed in the agenda has all of our meetings on the  
990 last Thursday of each month, 6 p.m. at this location, with the exception of November and  
991 December. Now, this year, it is a little different from past years where we typically put the  
992 meeting on the third Thursday. This year, we could actually have it on the last Thursday that will  
993 put it on November 30th, the last day of November, instead of the earlier date, November 16th  
994 and in December, it would put it on December 28th instead of December 21st.

995 Ms. Kramer So the question would be, do we want to make any changes in this as presented in  
996 the agenda meeting schedule? Now, I would caution that December 28th, although it is after  
997 Christmas, a few days after Christmas would be okay. It is in the middle of the Christmas break  
998 for the kids at school. So, if the families are looking to go for a vacation during that time period,  
999 they would not be able to attend.

1000 Mr. Leet Being that that is the case, I do not think the juice is worth the squeeze.

1001 Ms. Kramer Okay, so you are comfortable with the last Thursday of every month with the  
1002 exception of November and December, which would be on the third Thursday?

1003 Mr. Leet As it always has been.

1004 Ms. Kramer Is there any problem with staff?

1005 Ms. Montagna No, but I want to make a recommendation as well. I am good with those third  
1006 Thursday. I think works. I think you run into less time with travel and all that. But you have on  
1007 here, April 25th, a workshop at 4:300 p.m. We have to approve our budget per Osceola County,  
1008 our proposed in May. Remember, so I am actually proposing, and if you want to have two  
1009 workshops, that is fine. But, I would like to start a workshop in March to start talking about your  
1010 budget. If we want to do March and April, I am fine with both. But, I really, I think April puts us.  
1011 Yes, you work through it one time, and then all of a sudden, we are going into May to get it  
1012 approved. Or, exactly, we have a hiccup with the County or something. So, I am just asking if  
1013 the Board is amenable to it that you add a March workshop as well. And that way you have got  
1014 two workshops to really go through this budget with a fine-tooth comb.

1015 Ms. Phillips I am very much in favor of that, because when I do the meeting, things sink in  
1016 more afterwards, and then it is like, Oh, maybe this or maybe that. And so, that gives us another  
1017 chance to consider, so if that makes sense.



1018 Ms. Kramer I am also in favor of that. Previously, we have held our workshops right before  
1019 the meeting. The meeting on April 1 gives us a little extra cushion. But, the two workshops would  
1020 be very beneficial, since we have a much more involved Board.

1021 Ms. Phillips Also, if we have residents come, it gives them a chance to let it all mull around.

1022 Ms. Kramer So, do I hear a motion?

1023 Ms. Montagna Well, let us book a date.

1024 Ms. Kramer Would not it be the same day as our meeting?

1025 Ms. Montagna That gives you an hour? And I just, I do not think that is enough.

1026 Ms. Kramer We typically start at 4:30 p.m., Gives us an hour and a half.

1027 Ms. Montagna That is fine if you want to start it earlier.

1028 Mr. Chokanis Said it on another day.

1029 Ms. Montagna Well, you have your April 25<sup>th</sup>, and that is purely a workshop. Nope, that is before  
1030 a meeting.

1031 Mr. Leet My thought would be, just to do it the same way. And that is, I mean, how we  
1032 officially just have you, you are shaking your head.

1033 Ms. Montagna I just want you to be prepared with a good budget. We have gone through it. If  
1034 you feel that an hour and a half is enough time two times, I am fine with that.

1035 Mr. Leet Yes, it is like it can definitely feel like, okay, well, here is the proposal, and now  
1036 we are going to adopt it. That meeting, a lot of it, seems like it is a foregone conclusion. But  
1037 having the second, the month ahead, to start working on it,

1038 Ms. Phillips If we get it ahead of time, so we had a chance to go over it.

1039 Ms. Montagna So, we will do March 28th. It will be the same as your April. We will go from the  
1040 workshop at 4:30 p.m. straight into your regular meeting at 6:00 p.m., and if that is good then  
1041 that is what you would adopt as amended.

1042 Mr. Leet So moved.

1043 Ms. Kramer I have a motion to adopt the Fiscal Year 2024 meeting schedule.

1044 Ms. John This is Kate John. Can I speak just for one second? I just wanted to give the  
1045 Board a heads-up that we can cover all meetings. It is just with the November and December  
1046 dates on a different day, we may need other attorneys within the firm to come to those two.

1047 Ms. Kramer Thank you so much, Ms. John. Yes. Does that affect your motion?

1048 Mr. Leet If that would be the case, are you suggesting that if we had, if we were doing the  
1049 last Thursday after Thanksgiving, and after Christmas, the last Thursday of each month, that  
1050 would be different?

1051 Ms. John I think that if it works well for everybody to keep it as is that it is completely fine,  
1052 and we still may be able to attend. So, I, I do not think you should base it on us. I just wanted to  
1053 give you all a heads up but if you are on our regularly scheduled day, we would definitely be  
1054 there. But someone from our firm is going to be at all of your meetings regardless of the date.

1055 Ms. Kramer Thank you so much, Ms. John. I appreciate that. Does that change any motion?

1056 Mr. Leet Nope.

1057 Ms. Kramer So, I have a motion. Do I have a second?

1058 Ms. Phillips I will second.

1059 Ms. Kramer I have a motion and a second for the schedule as presented in the agenda plus an  
1060 additional March 28th at 4:30 p.m. workshop. Any further discussion? Hearing none, I will call  
1061 the question. All in favor.

1062 All Supervisors Aye

1063 Ms. Kramer All opposed. Hearing none, motion pass unanimously.

1064

1065 Upon VOICE VOTE, on a motion by Supervisor, Leet, second by  
1066 Supervisor, Phillips with all in favor, the Board unanimously  
1067 approved the FY 2024 Meeting schedule as included in the agenda  
1068 and presented to the Board, with the addition of a second Budget  
1069 workshop to be held on March 28, 2024, starting at 4:30 p.m.

1070

1071

## 1072 **E. Consideration of Reserve Study Proposal**

1073 Ms. Kramer The next item on the agenda is the Consideration of a Reserve Study Proposal. I  
1074 assume Community Advisors did not go for it at the lesser price.

1075 Ms. Montagna No, they will not take anyone else's work. So, they would have to essentially  
1076 recreate the wheel.

1077 Ms. Kramer So, the prices we have: Independent Works is offering to do the reserve study for  
1078 \$4,995.00. Community Advisors would be \$10,400.00, and Reserve Advisors would be  
1079 \$12,700.00. Any recommendations from staff or discussion on the three that we have available?

1080 Ms. Montagna There was made mention at the last meeting. I think Mr. Hamstra had not worked  
1081 with Independent Works, but we did do a little research and they have done a bunch in Tampa,

1082 they have done CDDs. Yes, I do not know how many they have done over here, which is  
1083 probably why I think it.

1084 Mr. Hamstra It was \$4,900.00. That is only 32 hours. It does not seem like a lot.

1085 Ms. Montagna But I just want to make sure that you know that they have done CDD work.

1086 Ms. Kramer And we would be providing them with a full list of our facilities and equipment,  
1087 everything right from the other study that we can provide to them. So, that would help out in that  
1088 respect. So, do I have,

1089 Ms. Phillips Well, I will come right out and say that I am not convinced that this is necessary.  
1090 We have a list of what needs to be done.

1091 Ms. Kramer We have a list of what needs to be done and we did have the reserve study done.  
1092 The problem is, is the reserve study that they did do, that recommended us putting \$300,000.00 a  
1093 year into reserves was based on these pre-inflationary prices. So, the area we really need help  
1094 with is for them to assign new dollar amounts to all this stuff that needs to be done.

1095 Ms. Phillips But, if we are putting \$400,000.00 into reserves in the next fiscal year, we have  
1096 increased our contribution by 25%.

1097 Ms. Kramer But we are really not because we are going to use \$100,000.00 of that to build the  
1098 Community Maintenance Facility, which is not in that study at all.

1099 Ms. Phillips Right. And that was an oversight somewhere along the line. But I will go along,  
1100 but I am not convinced that it is a necessary expense. Because unless we reduce the fees next  
1101 year, I think just putting \$400,000.00 a year in should cover it. But that is just my, and we can  
1102 always revisit it later on.

1103 Mr. Chokanis I think we just need to focus on our expenses and having someone come out here  
1104 and tell us we need to save more money and pay them \$10,400.00 is a catch-22.

1105 Mr. Leet And for additional context again, we had this done a couple of years ago and the  
1106 extenuating circumstances were one, like some of these, they had a provision to come back and  
1107 update the numbers and they just walked away, there are no bidding, they ghosted us. What are  
1108 they not still in business?

1109 Mr. Hayes No, there is, if I may, they are still in business. They just decided they did not  
1110 want to sign the contractual agreement the way it was written by Counsel. That was the out. And  
1111 then, as far as the other vendors again, it is your call. But none of them will do this without, they  
1112 are not going to take someone else's measurements. They are going to come out and do their  
1113 own inspection. Sure, they will reference the old, but they are going to make sure that what is  
1114 there is accurate because their name is on it.

1115 Mr. Chokanis My question is, what did we learn from our last reserve study, because it sounds  
1116 like we did not learn anything.

1117 Ms. Kramer We learned a lot from our last reserve study, yes. And if you have not, I presume  
1118 you all have not looked at it.

1119 Ms. Kramer It is huge, I mean, it will boggle your mind what the CDD is responsible for.

1120 Mr. Leet You can look at it and there are numbers for example, this splash pad, there is  
1121 recurring maintenance for filters, whatever else, ongoing stuff. And yes, the thinking was they  
1122 would update based on, now we know the reserve study was done two years ago. We know what  
1123 this really ended up costing. We know that maybe these other things were closer to the end of  
1124 life. Maybe these can be deferred, that would be the thinking. So, my thoughts are again, we had  
1125 this done two years ago. Yes, that some of the numbers were scaled wrong; we had a bad  
1126 inflationary year, with labor costs, whatever else. I know my thoughts to maybe do this next  
1127 year. We already have this; we do not quite have an apples-to-apples comparison we can make  
1128 because the unexpected. The trailer is no good. We have to build a maintenance facility. The  
1129 assessment changed. So, there is a budget to hit there. There are many moving parts that we can  
1130 point to and say, well, here is why we are putting away enough. We have increased our reserve  
1131 contribution two years in a row now, and we have this very prolific, the output from that reserve  
1132 study two years ago. Yes, it might not be perfect, but it still at least clears maybe some of the  
1133 fog of how old our facilities are. What we could reasonably expect to need maintenance in the  
1134 next one to two years. And as you get further out, obviously, it is going to be less precise and  
1135 less accurate.

1136 Ms. Kramer What I would do and what I think we should do is to table this for now because  
1137 neither of you have seen it. You need to look at it and see what it is all about.

1138 Mr. Chokanis I would say I have to review it. But from this fiscal year standpoint, we are trying  
1139 to save money, and we are starting over with this reserve study. Is that correct? We cannot use  
1140 the previous years. No one is going to pick that up. So, we have to pay a full price of the reserve  
1141 study and we can continue with that. Why are we going to pick up a big chunk of the reserve  
1142 study now, this year when we are trying to save money?

1143 Ms. Kramer Well, the only thing I will say, and again, you need to look at it. What you do not  
1144 want to end up with is what I think the Townhomes ended up with, which is because you are  
1145 working off pre-inflationary numbers, you are not putting enough money away each year and  
1146 then three years down the road, you have got to do a 50% assessment increase. But again, I think  
1147 right now we should table it until you guys spend some time reviewing the existing reserve  
1148 study.

1149 Ms. Phillips I was going to say, let us check out and finish paying off the paving and see how  
1150 much the new facility is going to actually cost. And then we can talk about that.

1151 Mr. Leet It is definitely a smart, we did it a couple of years ago, it is a smart thing to do,  
1152 but it is the long-term planning, and I think there are enough moving pieces in the short term that  
1153 we need to get closure on and get more accurate numbers, especially with the maintenance  
1154 facility, that this probably makes more sense to do six to 12 months from now.

1155 Ms. Kramer So, at this point, we will move that.

1156 Ms. Phillips Because we cannot change our numbers now anyway.

1157 Ms. Kramer To the October agenda.

1158 **F. Discussion regarding Swim Team**

1159 Ms. Kramer And the next item on the agenda is a Discussion Regarding the Swim Team. Is  
1160 Emma Archibald here.

1161 Ms. Kramer So, I guess she did not come to the meeting. Briefly, I will just give you  
1162 information, got an inquiry from a resident from Harmony West, interested in putting together a  
1163 swim team for the Harmony area as a whole, asked possibility of using our pool because it has  
1164 swim lanes. I think my opinion would be to reach out back to her and ask her to please contact  
1165 the school. The schools are usually, either the school or the municipality, the entity that puts the  
1166 swim team together and if she could go through the school, then their insurance and everything  
1167 would cover it. So maybe if you can do that.

1168 Ms. Montagna We will reach back out to her and ask her to go through the school.

1169 **SIXTH ORDER OF BUSINESS** **Consent Agenda**

1170 Ms. Kramer The next item on the agenda is the Consent Agenda. It contains the minutes, the  
1171 financial statements and #297 Invoices.

1172 Ms. Montagna Also, you all now have the full red-line minutes. I sent them while we were sitting  
1173 here, those I thought had been sent out to everyone. Apparently, they were not, which  
1174 incorporated really only Ms. Kramer's changes. No one else sent them back to me with any  
1175 response other than Ms. Phillips who said how terrible they were.

1176 Ms. Kramer And I must say it was a real challenge listening to the cross-talk and stuff. So, I  
1177 did get through it, but I am more than comfortable if you want to wait until next meeting. If you  
1178 are comfortable and feel confident that I got it right, then we can adopt them tonight. But if you  
1179 want to wait until the next meeting to really go over the red-line version. But please do not adopt  
1180 what was in the agenda package.

1181 Ms. Montagna No. And I sent all of you the same exact stuff because, the total, if you want to  
1182 look at it a total, she spent 10 hours, your Chairman spent 10 hours, Inframark spent 23 hours  
1183 and then Go Script spent 24 hours and that is what we got.

1184 Ms. Kramer Do I have a feeling from the Board whether you want to include this in the  
1185 consent or pull it from the consent for next month?

1186 Mr. Chokanis I do not need the minutes.

1187 Ms. Phillips If I need to find out something, I will just listen to them.

1188 Ms. Kramer This is last month's minutes.

1189 Ms. Phillips They were not clear on that.

1190 Mr. Chokanis I, mean, does anybody actually read this this whole minutes?

1191 Ms. Kramer I do.

1192 Mr. Chokanis Well, you have got a lot of time on your hands.

1193 Ms. Kramer Not really.

1194 Ms. Kramer From a legal standpoint, once the minutes are adopted, they are the gospel about  
1195 what happened at the meeting.

1196 Ms. Montagna Actually, the audio is the gospel of what happened at the meeting because that is  
1197 why we have to keep the audio. We have to keep minutes; we have to do minutes. I am not  
1198 saying that, but if somebody wants the nitty gritty of what happened at a meeting, even now your  
1199 minutes are very long, but I still have people now that I request the audio. But your minutes are  
1200 searchable.

1201 Mr. Chokanis I guess, legally, can you use minutes to get somebody in trouble?

1202 Ms. Kramer We will ask Ms. John.

1203 Mr. Chokanis Ms. John.

1204 Ms. Montagna I think Mr. Eckert has already opined on that.

1205 Mr. Chokanis If they prove that your minutes are not accurate, then how does that work?

1206 Ms. Montagna No. So typically, in any district, and Ms. John can definitely opine on it. I think  
1207 Mike Eckert has as well already. We typically recommend all districts do summary minutes, and  
1208 that way it is not, if somebody wants the details of your meeting, they request the audio. We do  
1209 not ever recommend, at least we do not, Ms. John may have a different opinion, to do verbatim  
1210 minutes. We have talked about this in this Board meeting before.

1211 Ms. Kramer I am not talking about that. We will be, that is later on the agenda as to whether  
1212 we change to summary minutes.

1213 Ms. Montagna Oh, well, that is what I thought you were asking.

1214 Ms. Kramer The question is, if we adopt even the near verbatim minutes and there is an error  
1215 in them. Does that take precedence over the audio?

1216 Ms. Montagna No. Ms. John.

1217 Ms. John I will double-check with you and follow up to advise the Board in an email  
1218 because honestly, I am not sure. I know we and typically our recommendation is the summary  
1219 minutes, not the verbatim minutes.



1220 Ms. Montagna If there is a discrepancy in the minutes, we would always go to the audio to get  
1221 the full concept of what happened at the meeting.

1222 Ms. Kramer All right. So, the question is, are you comfortable adopting the minutes that were  
1223 just emailed out?

1224 Mr. Chokanis Yes, I am ready.

1225 Mr. Leet With the additional change that Lucas and I are not related? Present and constituting a  
1226 quorum: Daniel Leet, Kerul Kassel, Joellyn Phillips, and Lucas Leet.

1227 Ms. Kramer I missed that one, my apologies. So, you would want to adopt that with the change  
1228 of Lucas Leet to Lucas Chokanis?

1229 Mr. Leet Yes, I mean, there is, I mean, again, I just since she sent out a few minutes ago.  
1230 Well, I mean, but if you.

1231 Ms. Phillips I make a motion that we wait until next month.

1232 Ms. Kramer You do not have to make a motion. We are going to remove the minutes from the  
1233 Consent Agent and consider them at the next meeting.

1234 Ms. Phillips I was driving over here. Microsoft did an update, and I cannot get online.

1235 Ms. Kramer So, the remainder of the Consent Agenda, does anybody have any comments on  
1236 the invoices, check registers or financial statements?

1237 Ms. Phillips No, I did go through those before.

1238 Ms. Kramer I just have a couple that I want to put on the record. Benchmark said today that  
1239 they were 90% into the not to exceed of \$20,000.00, but they did bill us for the full amount and  
1240 their bill was just blank, it did not give us any detail which we had asked for in the past. I have  
1241 already spoken with Ms. Montagna on this, and we have asked that they provide the details that  
1242 we had asked for two meetings ago.

1243 Ms. Montagna And I sent that out to Mr. Perez. He will be getting it over to me which at that  
1244 point, I will forward it out to the Board.

1245 Ms. Kramer The FedEx bill. We were billed to FedEx refund checks out for the RV lot. Ms.  
1246 Montagna is correcting that and reversing those charges because there was no need to FedEx  
1247 them if they had gone out in a timely fashion. The Inframark bill, I have asked for details on, we  
1248 get details when our credit card is used by Mr. Castillo, but if one of the other employees like  
1249 Freddie Blanco or,

1250 Ms. Montagna or me or Lynn or anyone

1251 Ms. Kramer actually charges; we just see a flat like \$2,400.00 to Home Depot. I have asked  
1252 Ms. Montagna to provide the details of what that money was going for so we can continue  
1253 monitoring and making sure of what, how, our money is being spent.

1254 Ms. Kramer And the last item is the storage of records bill. The May bill, it was there we had  
1255 them stored, but there is a charge for July, but at the June meeting, we asked that those be  
1256 digitized and not kept in storage. \$780 a month to store, what was it, 52 boxes, that is just  
1257 freaking painful.

1258 Ms. Montagna Yes, I do not have it in front of me, but apparently this, it was signed a long time  
1259 ago, which I was not even aware of, and I was trying, I was getting stuff reversed.

1260 Ms. Kramer Let me explain that because I went back to my notes on discussions of that  
1261 contract. How far back was it? It was in 2021 in May of 2021. And at that time, I specifically  
1262 asked Chris Tarase, I said, "This is outrageous, \$15 bucks a month to store one Banker box. That  
1263 is crazy." He said, Do not worry, you do not have anything in storage. So, it would not apply to  
1264 you." So, we agreed to it on that basis. Now we find out we have 52 boxes. Ok? And it is in the  
1265 agreement. We have 52 boxes. Back in June, we directed you that we do not want to pay that fee,  
1266 we need it all digitized or we will take the records. I do not care what, I will go U-haul it over. I  
1267 mean, you are talking about 70 cubic feet of space for \$780 a month. I cannot do that. That  
1268 money is, that is ridiculous. So, you tell me, is it digitized, and we do not have to pay this in July  
1269 or,

1270 Ms. Montagna I am waiting for them to tell me what that is going to be, and what that looks like.  
1271 And how much of those records can just be discarded, because some of them you do not have to  
1272 keep after X amount of time.

1273 Ms. Kramer But we are paying \$780 a month. Tell me, do I need to just bring a U-haul over  
1274 and pick them up?

1275 Ms. Montagna I would not think so.

1276 Ms. Kramer Well, tell them we are not going to pay it anymore. Thank you because that is just  
1277 unconscionable for that amount of space.

1278 Mr. Leet The issue I had brought up in an email before. I do not know how much this  
1279 relates to Inframark preparation of versus Campus Suites posting, but whatever we have in the  
1280 minutes here is not searchable. So, I am not sure that it is would be ADA-compliant. As far as  
1281 the portion of the check register and everything like we have been talking about this, there is an  
1282 issue of documentation.

1283 Ms. Montagna ADA does not require your minutes to be searchable.

1284 Mr. Leet Screen readable, whatever.

1285 Ms. Montagna Yes, they are ADA compliant but as far as searchable, that has nothing to do with  
1286 ADA. That is a matter of whether they want to be searchable or not.

1287 Mr. Leet I might have been mistaken. I thought I was equating screen readable as, if that  
1288 text can become speech, then that text could be searched. I am not sure what that difference is.

1289 Ms. Montagna I am not either, I am not an ADA expert, but the bottom line is, they are  
1290 responsible for keeping your website, ADA compliant. The onus is on them, and they provide  
1291 quarterly reports.

1292 Ms. Kramer Are the invoices and things, they were not in the agenda. Are they on the website?

1293 Ms. Montagna They have one, I think because she revised the agenda and swapped it out once  
1294 we got the financials and stuff.

1295 Mr. Leet Well, regardless, when I was posting them, I would before, it is an editing step  
1296 that you, it is not a manual process, you just tell the PDF editor make this all searchable and  
1297 readable, OCR it is called and then that gets, it does not make the file much bigger it and it was  
1298 not being done the way it was before, and I am concerned that that is not,

1299 Ms. Montagna Yes, they are paid to do that. The onus is on them. This is what they do. So, if at  
1300 any time you are not ADA compliant and, let us just say something happens, the onus is on them  
1301 and they will be providing quarterly reports. Obviously, you have not gotten your first one yet.  
1302 You will be getting that. So, they will provide all of that, but I will bring that up to them again  
1303 and just let them know if that was a concern.

1304 Ms. Kramer Anything else about the Consent Agenda? I did notice that we had another  
1305 duplicate of a Willscot bill that we have gotten before in the previous package I mentioned Ms.  
1306 Montagna, which she is making sure that it is not getting double paid.

1307 Ms. Montagna Yes, I do not think it was paid but there is a duplicate.

1308 Ms. Kramer So all in favor of the consent ...Oh

1309 Mr. Leet I will move to accept the Consent Agenda, with the exception of the minutes.

1310 Ms. Phillips I will second,

1311 Ms. Kramer I have a motion and a second to accept the Consent Agenda with the minutes  
1312 removed and tabled until next month, all in favor.

1313 All Supervisors Aye.

1314 Upon VOICE VOTE, on a motion by Supervisor, Leet, second by  
1315 Supervisor, Phillips with all in favor, the Board unanimously  
1316 approved the Consent Agenda, with the exception of the minutes.  
1317

1318 Ms. Kramer All opposed. Hearing none, the motion passes unanimously. We are now at Staff  
1319 Reports, field manager, Mr. Castillo, how is field doing?

1320 SEVENTH ORDER OF BUSINESS Staff Reports

1321 **A. Field Manager**1322 **1. Field Report and Responses**

1323 Mr. Castillo Good, do you have any questions?

1324 Mr. Chokanis I just went through a little bit. Were the signs removed from last time we spoke?

1325 Mr. Castillo Which ones?

1326 Mr. Chokanis All of them?

1327 Mr. Castillo No, not yet. We are working on the fence.

1328 Mr. Chokanis Yes, and all the pictures that you posted on the report, those are getting worked or  
1329 are being completed.

1330      Mr. Hayes      The list

1331 Mr. Castillo Those are still in there right now. Everything is on hold until we get that fence  
1332 done.

1333 Mr. Chokanis So, you just keeping a log of what is important?

1334 Mr. Castillo Yes

1335 Ms. Kramer The hydrilla treatment in the lake right up here in the Waterside. Did that get  
1336 done?

1337 Mr. Castillo Yes.

1338 Ms. Kramer Was it effective?

1339 Mr. Castillo Yes, and he is working on the other one now too. So, he got the Polaris back and  
1340 that is helping him.

1341 Ms. Kramer So, we got the engine replaced and it is back here? I saw it on the road the other  
1342 day.

1343 Ms. Kramer Splash pad?

1344 Mr. Castillo It is up and running.

1345 Ms. Kramer Ok. It is putting water out. It is not going through its dancing water routine and  
1346 well, it was for maybe a day or so and then it went back down. Then they had to come back and  
1347 do more work on it.

1348 Mr. Castillo I mean, we could put it but the really low ones, you will not be able to see it.

1349 Mr. Leet It is not being able to see it if you have your little two-year-old kid there, it is, it is  
1350 getting

1351 Ms. Kramer surprised by the next pattern or water jets.

1352 Mr. Castillo I mean, we can always change it but it is do not come up even a foot and they go  
1353 to, I know

1354 Ms. Kramer Why?

1355 Mr. Castillo According to Mo, it is because of the pump.

1356 Ms. Kramer Well, I am not amused because SPIES put a pump in. We waited forever. It had to  
1357 be the right size but then Mo (PFS) flooded the pump, and that would have been the time to tell  
1358 us it was not the right pump. Now that we paid for a new motor for the pump, he is saying it is  
1359 not the right size.

1360 Mr. Leet Well, the center part is working great.

1361 Ms. Kramer It has more power. It is like it is not going to the right place. It is like the VFD  
1362 panel is not programmed right. So,

1363 Mr. Castillo So, right now the VFD is full blast and that is why you see all the other ones  
1364 around higher. And what we did prior to that when we took the cover out, we sealed them, put  
1365 those in it and it actually shot up more.

1366 Ms. Kramer If they program the center one down more, will we not get,

1367 Mr. Castillo We shut the center one off completely and the other ones stayed the same.

1368 Ms. Kramer And he just says, the pump motor?

1369 Mr. Castillo Not just the motor, but the pump that pushes the water through the pipes.

1370 Mr. Leet How many manifolds are there in the thing? If the pump can put through some  
1371 amount of water flow and you shut off part of it, it should be.

1372 Ms. Kramer bigger in the other parts and it does not,

1373 Mr. Castillo He just keeps saying it is a pump. Every other vendor we called out, just keeps  
1374 saying they do not work on splash pads.

1375 Unknown Speaker Is he the only person?

1376 Ms. Kramer That will come down here, and he comes from the West Coast.

1377 Ms. Montagna There are not many of them out.

1378 Ms. Kramer Again, maybe Mr. Hayes can help you with this. Please do me a favor. Saint  
1379 Cloud seems to be able to keep their splash pad going, Kissimmee keeps their splash pad going.  
1380 Please contact those two and ask them who keeps their splash pads going.

1381 Ms. Kramer There is no reason we have to recreate the wheel. We need to go to the other  
1382 municipalities or counties that do it and doing it right and find out how they are doing it right,  
1383 please. Any other questions

1384 Mr. Leet Now, Ms. Montagna, did you tell us earlier, is not Celebration in the process of  
1385 building one, or they are fixing one, or what?

1386 Ms. Montagna They use Church Hill and they,

1387 Mr. Leet Are they happy with them or are they, are they still building it or?

1388 Ms. Montagna Yes, but I will tell you they have the same issues. Ok. It flooded the whole vault  
1389 at one point. It blew up. It did this. So, they have experienced the same issues and they use a  
1390 totally different vendor than what you guys use. We do have other splash pads in different  
1391 communities, all the same issues. You can clean out those little nozzles, you do this, you do that.  
1392 So, I can send you Churchill's information. If you want to try Church Hill and see if they can  
1393 give you a different evaluation. I can also send Russ from Celebration. He has been out there 28  
1394 years. He knows that thing, like the back of his hand. I can send him out here to see if he can  
1395 maybe look at it and go. Oh that, nope, that is your problem. I can do that too. We can do that too  
1396 to have Russ just kind of look at it and see what he thinks too.

1397 Ms. Kramer That would be a great start.

1398 Mr. Leet All of the above, I would say.

1399 Ms. Kramer I am happy it is on, the residents are happy it is on, but I think we paid a lot of  
1400 money to get the VFD programmed to make it dance and it is not. Anything else for Mr.  
1401 Castillo?

1402 Mr. Leet Do you have a, with the deadline we had on the fence was September for  
1403 enforcement. Are we still on track with the work? Do we think we will have the signs before this  
1404 next meeting as well with the fence job wrapping up?

1405 Mr. Castillo Yes.

1406 Mr. Chokanis What are you doing with all the fencing? Are you guys just tossing it or dumping  
1407 it?

1408 Mr. Castillo I am going to order a dumpster.

1409 Mr. Leet You were trying to give it away, but no one wants it. Well, and there are some  
1410 spots like maybe on like the western side, the fence is not being torn down.

1411 Mr. Castillo That is where we are right now.



1412 Ms. Kramer Yes, this, I was, I was going to make a proposal after looking at that west side and  
1413 some of the new damage that is happened, that we take the rest of it down. But Mr. Castillo said  
1414 they are putting the new pieces up and that one.

1415 Mr. Castillo The right side or the west side, west side?

1416 Ms. Kramer Should be in pretty good shape. I was worried about getting us in trouble again,

1417 Mr. Leet Yes, it is not as old and it is, in that case, we are right up against people's houses.  
1418 So, I think, well, I,

1419 Ms. Kramer That is at least 40 feet away from the closest lot line and there is lots of  
1420 vegetation, but I would not push that issue until Mr. Castillo says they cannot take care of it  
1421 anymore.

1422 Mr. Leet And we have a reasonable path for patching it up that, so we will.

1423 Mr. Chokanis So, I will say the fence does look good when it is in good repair. I think we are  
1424 going to at some point put something there.

1425 Ms. Kramer \$140,000.00 is all it will take to.

1426 Ms. Phillips I came in here, like in 2008, 2009. I came in from the south from where I used to  
1427 live, and when I saw the white fence it was always so. And then I would take the grandkids to the  
1428 splash pad, and because they were real little then. So those are two of my favorite things about  
1429 Harmony. They both grew up with my grandkids.

1430 Ms. Kramer Well, thank you, sir. We appreciate your attendance and your information. The  
1431 next item on the agenda is Consideration of the Garden Shed. Mr. Hayes, did you want to give a  
1432 summary of the roundabout you went on?

1433 **2. Consideration of Garden Shed Proposal**

1434 Mr. Hayes So, we are talking about consideration of the garden shed proposals. Board  
1435 members. As you recall from the last meeting, you approved Allen's Fence Outlet for the shed  
1436 12' by 20' and going back to that vendor, they are again unwilling to sign any work authorization  
1437 or a contract. As a CDD, you have certain clauses that you have to follow per statutory law that I  
1438 will not go down that rabbit hole of items to be in compliance. Some vendors are not willing to  
1439 sign, so that vendor is no longer on the table. From there I went and checked out with Mr.  
1440 Castillo, and we found another outfit that has sheds, was going to be originally almost \$4,200.00  
1441 which would have been less than approved. They had a flash sale but, with that being said, I  
1442 spoke with your Chair. I brought it to her attention that it might be an option but, but with, in her  
1443 consideration and what her statements were, we would have to build it. It is a kit. So, we have to  
1444 come here. We have the slab, and your on-site staff will build it, and so she said we have to get a  
1445 building permit.

1446 Ms. Kramer The County will not let us pull the building permit unless we have a licensed  
1447 contractor.

1448 Mr. Hayes Correct. So, with that being said, and wanting engineering drawings, and sealed,  
1449 and stuff delivered, and getting the building permit, and the site mapping that got thrown out the  
1450 door. So, I went and looked at several others. Ms. Kramer had mentioned checking the outfits  
1451 that Mr. Perez had used for the Community Maintenance Facility to go through the build or  
1452 commercial Eversafe buildings. They came in with a cost for a 12' by 20'. They will not only  
1453 manufacture it, they will install it, they will do all the things engineering drawings, this that to  
1454 get your permitting. And they came back with a price of \$6,207.50. You have to add in the cost  
1455 of the slab and then the permit cost. So, if this is one of these options or something you want to  
1456 go with maybe through a motion with a not to exceed cost. So, think about that.

1457 Ms. Kramer And they do the permitting, and all that?

1458 Mr. Hayes No, they, they, they

1459 Ms. Kramer They provide the engineered drawing, and we submit them to the County, but  
1460 they put it up. And they are willing to sign an agreement?

1461 Mr. Hayes Yes. What they say what they say now has the wind certification, with 150 mile  
1462 an hour wind speed. So, these are commercial-grade buildings. That was another company I had  
1463 checked into, it was just an online cost but, and I asked for the quote and they failed to get back  
1464 to me. They were close in cost to what I just said from Eversafe. Titan Steel is another vendor  
1465 that you guys were considering for a community maintenance building. They will not do  
1466 community building that size. Smallest they will do is a 25' by 25' by 10', costing about  
1467 \$37,000.00 to \$44,000.00.

1468 Ms. Kramer Well, that is with the big I-beam steel and that is why we crossed them off the list.

1469 Mr. Hayes So, those are your options. So, at the end of the day, you can either wait to hear  
1470 back from Billy's direct or go with a vendor that has been recommended that would have done  
1471 your commercial maintenance building. And would cost, like I said, \$6,207.50. But again, you  
1472 have to add in the cost of the slab. I do not know that off the top of my head.

1473 Mr. Chokanis How are we going to do that? We are going to do that ourselves, right?

1474 Ms. Kramer Yes, we are going to do that. So, it would not have to be in the not to exceed.

1475 Mr. Hayes So, who is going to do that?

1476 Ms. Montagna Staff. I mean, we have materials but that is going to be in our budget.

1477 Mr. Hayes And then permit cost. I am not sure exactly what it would cost. Any idea, Mr.  
1478 Hamstra?

1479 Mr. Hamstra have, I could guess. They have a whole litany of prices, and applications. So, I  
1480 would have to look it up.

1481 Mr. Chokanis So you say everything would cost less than \$10,000.00 for the whole garden  
1482 shed?

1483 Mr. Hamstra For the whole.

1484 Mr. Chokanis Yes, \$6,000.00, and change plus whatever.

1485 Mr. Leet Well, the cost we need to consider now would be the cost of the building, not for  
1486 the permit.

1487 Ms. Kramer Well, this is all we are considering right now is, is the building with the engineer  
1488 drawings and the installation.

1489 Mr. Leet So, we were saying the slab is, it would be in our budget. The permit does need  
1490 to be?

1491 Ms. Kramer That would be engineered. Actually, we can just submit it.

1492 Mr. Leet Well, that is what I am saying. When, when we are considering approving this,  
1493 does that need to, I guess, have it not to exceed for the,

1494 Mr. Hayes that is one of the recommendations

1495 Mr. Leet And that not to exceed.

1496 Mr. Chokanis I also like, what is the garden lady's name?

1497 Mr. Leet Marilyn Ash-Mower

1498 Mr. Chokanis I would like her to look at it and make sure she is,

1499 Ms. Kramer It is basically the same thing, as she asked for.

1500 Mr. Hayes It is in your agenda package. There is a picture of it, and we are saying the only  
1501 difference between that exact model and what this is would be a door window. There was just  
1502 like a single pane of glass.

1503 Ms. Kramer I make a motion to accept the proposal from Eversafe, with a not to exceed for the  
1504 building itself without the pad, with the pad being supplied by staff from our budget of  
1505 \$6,500.00.

1506 Mr. Leet I will second.

1507 Ms. Kramer I have a motion and a second. Any further discussion,

1508 Mr. Leet Did we pick the color.

1509 Ms. Kramer Ms. Ash-Mower had picked the Barn red so he should have the colors.

1510 Mr. Hayes I have all the colors, but if you could drop the colors to Ms. Ash-Mower, via  
1511 email I can,

1512 Ms. Kramer She is out of town, but she had said Barn Red, and I think it was the lighter sand  
1513 color for the trim.

1514 Mr. Hayes Same color or you know, for sure, for the trim? So, sand color on the trim and  
1515 then the actual building materials itself will be Barn Red, got it.

1516 Ms. Kramer Ok. All in favor.

1517 All Supervisors Aye.

1518 Ms. Kramer All opposed. Hearing none, the motion passes unanimously.

1519

1520 Upon VOICE VOTE, on a motion by Supervisor, Kramer and a  
1521 second by Supervisor, Leet, with all in favor, the Board  
1522 unanimously approved the purchase and installation of a garden  
1523 shed from Eversafe, with an NTE of \$6,500.00.

1524

1525 **3. Discussion regarding Frontage Fence**

1526 Ms. Kramer Discussion for the frontage fence, I added that. But since Mr. Castillo is  
1527 comfortable that he can get it in really good shape by the 19th, we are good to go there. District  
1528 Engineer's report.

1529 **B. District Engineer**

1530 Mr. Hamstra I have got three things for tonight. One is a quick update on Five Oaks localized  
1531 flooding that occurred last weekend. We will talk about the C-1 and C-2 retainage. So, Ms.  
1532 Kramer shared with me last weekend, I guess it was a nice little storm you guys got. And Five  
1533 Oaks by the future, future, future maintenance facility. So, we looked into it, and it turns out  
1534 there, are nothing but 15-inch pipes. Which is not really the biggest pipes in the world, but that is  
1535 what is out there based on the plans. We have not had it surveyed. And I understand that there  
1536 has been some dialogue with you all regarding the County coming back out to do maybe one  
1537 more vac truck cleaning out. I guess I would like to talk to them, before they do that, to see if  
1538 they find something. It is one thing just to do it, but if we are not aware that there was something  
1539 in there. Then we need to know if it is a hydraulic issue or if the pipe was compromised.

1540 Ms. Kramer The information from the residents that actually saw them physically out here on  
1541 the day of our last meeting. So, it was vacuumed. Thoroughly vacuumed is my understanding.  
1542 So, maybe if you call Corey Godlewski, who was on that email. And talk to him about what his  
1543 folks found in that drain. But if you and he can coordinate to find out what is causing this. Is it  
1544 undersized pipes? Do we have a blockage at the pond where it empties into the pond? Or is the  
1545 elevation of the pond too high and it is not emptying through the outflow to the wetland? So,  
1546 those are all the points that I thought of that could be the problem.

1547 Mr. Hamstra We could not find the plans on South Florida Water Management's website. But  
1548 when Steve Boyd left, and gave us all his files, we happened to find the plans there. So, it was  
1549 really helpful.

1550 Ms. Kramer So are the pipes undersized?

1551 Mr. Hamstra Well, you do not see 15-inch pipes too often in a roadway that size.

1552 Mr. Leet So, for my edification, where do they, would they go to the nearest pond, I guess?

1553 Mr. Hamstra So, the maintenance facility would be here. It is a small system, maybe four inlets  
1554 and that is it.

1555 Ms. Kramer So, if we do end up needing to change out the pipes, at least we do not have a  
1556 huge distance to go to the pond.

1557 Mr. Hamstra Maybe, if the pipes are too small, but the one between the right of way and the  
1558 pond, we can maybe upsize that to offset for the other ones. So, I dealt with them, in the Estates,  
1559 when they did that work last year. So, they are very helpful. So, there is no direction yet on you  
1560 all. Well, I will talk to him first and report back.

1561 Mr. Hamstra Second thing is, Ms. Kramer and I did a final inspection, I think last Sunday or  
1562 two Sundays ago.

1563 Mr. Hamstra It was about 110 degrees that day, so the golf cart really helped. So, we drove up  
1564 and down, and Ms. Kramer pointed out things that she had seen that I need to report to CCI, the  
1565 contractor. And so, Mr. Teague had prepared a nice little summary exhibit with photographs, that  
1566 we took and itemized the items for their consideration. They reported back, and they did all the  
1567 cleaning of the asphalt that spilled on to driveways and inlets. They chipped it all off. They did  
1568 fix the edges of two inlets that were kind of busted up. One was existing, what they did is they  
1569 put in some grout, and leveled it off. The other one, they shaved off the asphalt, but so the water  
1570 can get to it. So, they did everything we asked them to do except for two ponding areas. And  
1571 their point is we did resurface, not reprofiling, which is the correct terminology we use for  
1572 roadway work. But they did go out there fairly quickly after Mr. Teague developed the map  
1573 which I for the sake of trying to get together, appreciate their willingness to do. They did not  
1574 blow us off. So, they went out there, and did some of the work. I also had a conversation today  
1575 with the consulting firm, who did the construction inspection, voiced my concern. I was a little  
1576 disappointed with the lack of detail in the inspection reports. Which made my job a little more  
1577 challenging to dispute things that were brought up by Ms. Phillips, and Ms. Kramer, and Ms.  
1578 Kassel during construction. But, after driving it again, I obviously think it is still a great leap  
1579 forward to what was out there. But these are also lessons learned when we do the future ones, if  
1580 you want to go thicker. I have been told that the cracking, and the soil cement, if you go an inch  
1581 and a half, the cracking does not become as prevalent so quickly, but then there is a cost to it. So,  
1582 all that said, we got the final invoice quite a while ago. We have been sitting on it since July  
1583 10th.

1584 Ms. Kramer Well, they still had the punch list. So, they invoiced us before they,

1585 Mr. Hamstra They thought they were done. But they agreed, I should go out there, and do it  
1586 again. So, with the credit, because they did not put all the total stripping in some places, at the  
1587 end of the day, there is a balance, a retainer of \$31,007.27. I did tell the contractor today, we  
1588 would hopefully seek approval of the Board to pay that, and we basically close this out.

1589 Ms. Kramer And so, the ponding area that you had called out, on the construction plan, when  
1590 you sent it out to them?

1591 Mr. Hamstra They said, they could not profile from the edge of the pavements. To kind of get  
1592 the way that place is bellied. Or whatever will require chasing up for their back, to literally rep-  
1593 profile the whole roadway, to move it.

1594 Ms. Kramer Yes, I know they cannot fix it now, but they knew about it from the original plan  
1595 you sent them, and it was specifically called out as an area to be addressed.

1596 Mr. Hamstra I think they did what they could. Then I went out there with you, and it was dry.  
1597 But, I have also been out there when it has been a little bit wet.

1598 Ms. Kramer I have expressed my concerns at this point, I think we need to close it out. I do not  
1599 know that I want to say I am happy with it. Especially with the huge number of cracks. I am  
1600 really concerned about that. But, unless we want to actually sample down and see if they did  
1601 what they were supposed to do, we will just have to wait. We have what, a year or two.

1602 Mr. Hamstra On the warranty, on the warranty bond.

1603 Ms. Kramer So, we have that bond.

1604 Ms. Montagna It is a year.

1605 Mr. Hamstra And I also talked to the inspectors who do roadway jobs, and they said the same  
1606 thing on soil cement which cracks. It is concrete that cracks, you will see these cracks on the  
1607 pavements. They also said it is not structural, it is aesthetic, but we just laid it down, and of  
1608 course there was the illusion that maybe it was too thin or not a good mix. Middlesex does  
1609 almost everybody's asphalt work, including the County. We will monitor it. And if we do  
1610 another alleyway, and the Board decides to go thicker with the asphalt, or if you got soil cement,  
1611 and you want to remove this soil cement, then you are talking maybe a million dollars, or a  
1612 million plus to do a roadway reconstruction. Versus a milling and repaving. Is it like putting  
1613 lipstick on a pig. You are trying to make it drive smoother, look better, but it is not a permanent  
1614 fix.

1615 Mr. Leet So maybe I missed something, but what was your takeaway from speaking with  
1616 the consultant that was doing the monitoring?

1617 Mr. Hamstra He said he walked behind the milling machine, and I take him at his word. He  
1618 walked as they did each day, and walked behind it, and he said he saw on average an inch of the  
1619 asphalt being removed. It did vary in some areas, maybe as it gets closer to the driveway, but the  
1620 width of that was his opinion. So, he is not the contractor. He is somebody we, we the Board

1621 hired and see CDM Smith, the national firm we hired. Not some guy working out of his garage at  
1622 home.

1623 Ms. Kramer But we have no photos or anything as far as the condition of the soil cement, or  
1624 the actual depth they milled to or the asphalt depth.

1625 Mr. Hamstra No. I mean, he said he walked behind the machines and that. That is why I told  
1626 her, the company, today. Lessons are, if we do this again, you all have got to do better,  
1627 throughout 48 hours. I need more than one sentence and two pictures.

1628 Ms. Kramer I mean, they need to truly monitor and provide us with documentation of the  
1629 critical steps.

1630 Mr. Hamstra The CDM-Smith NTE was \$25,000,00. I think it came in \$7,000.00 below. Since  
1631 they started late. Yes, they did not, it was not full payment. So, with that said, I request the  
1632 Board's consideration to pay the retainer of 31,007, 27. Close it out, and then whether we do this  
1633 a year from now or whenever the budget allows, we have enough paper trail, emails, and things  
1634 to tell the next contractor and inspectors to be mindful of that, and it will go a little bit more  
1635 smoothly, pleasurable.

1636 Mr. Chokanis I make a motion to pay retainer to CCI, for \$31,727.00.

1637 Mr. Leet I will second.

1638 Ms. Kramer I have a motion and a second. Any further discussion? Hearing none, I will call  
1639 the question. All in favor.

1640 Mr. Chokanis and Leet, Ms. Phillips Aye

1641 Ms. Kramer All opposed. Nay.a

1642 Ms.Montagna Three to one.

1643  
1644  
1645  
1646

Upon VOICE VOTE, on a motion by Supervisor, Chokanis and a second by Supervisor, Leet and with Supervisor Leet, Phillips and Chokanis in favor and Supervisor Kramer against, the Board approved paying CCI the retainage of \$31,727.00.
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1647

1648 Mr. Hamstra And lastly, I have been holding off on my inspection of the ponds, not because we  
1649 got a scare last week with seven storms in the ocean. I am just trying, with the money I have left  
1650 over, get through some more important things, and then I will get out there before the fiscal year  
1651 is over. And Mr. Castillo. Yes. Well, I was nervous. It was last week I had a bunch of them  
1652 brewing, but now the high pressure keeps pushing away.

1653 Mr. Chokanis How are you running with your balance with us?



1654 Mr. Hamstra I think we are good. I mean, yes. I will know after this closes out, and Mr. Teague  
1655 is doing the cleanup work on the application for the Lakefront, for the Community Maintenance  
1656 Facility. I would like to get his time spent on taking the site plan to the next step. So, we can  
1657 actually submit something with the DRC, and then depending on what I have left, Mr. Castillo  
1658 and I can move on to the storm water inspections. If something unexpected comes up, I will  
1659 obviously come back.

1660 Ms. Kramer The only other thing is the cattails in the golf course ponds. The golf course  
1661 manager brought that up to me again. So, I wanted to find out. They are pretty heavy. Do we  
1662 need to do anything as far as water flow or storage?

1663 Mr. Hamstra I need to talk to the guy, Dr. Harper as far as water quality. I just want to go to,  
1664 instead of other people who just spray, I need to know, truly Dr. Harper's opinion on.

1665 Ms. Kramer Yes, the situation we are in is the golf course, the General Manager for the golf  
1666 course said that they are getting ready to just spray it or cut it in, and leave it laying in the pond.

1667 Mr. Hamstra Then you get that organic mass that keeps rotting in the water, and then  
1668 introducing the nutrients into the water.

1669 Ms. Kramer But that is why, yes, we need to head this off. I told him, please do not do that.  
1670 You are not going to make friends or get us to work well with you.

1671 Mr. Chokanis Is that, Mike?

1672 Ms. Kramer Yes. So, just understand that that is looming.

1673 Mr. Hamstra I will try to call him tomorrow.

1674 Ms. Kramer and then we are going to have to clean up the mess if that happens. Ok. Anything  
1675 else, Mr. Hamstra?

1676 Mr. Hamstra The pool thing. The pool contractor, that blocked the ditch. You wanted me to  
1677 work with Lynn on that. So, which is something you dealt with two or three times already a  
1678 couple of years ago.

1679 Ms. Kramer Yes. Somebody just needs to, whether it is you or Mr. Castillo, whoever, it was  
1680 probably Mr. Morrell, maybe even, who spoke with Regatta Pools, and they assured us that they  
1681 would correct that, and make it right. And now it is not right. And so, somebody needs to reach  
1682 out to them and say, hey, this needs to be fixed. This is behind Dark Sky where they put in a  
1683 pool.

1684 Mr. Hamstra and we have all the documents of what is going on.

1685 Ms. Kramer Any other questions from any of the Board members?

1686 Mr. Leet Yes, my memory might be failing me but, I thought there was going to be some  
1687 field service action taken for grading that out.

1688 Mr. Hamstra They were supposed to.

1689 Ms. Kramer Oh, that is a different pool. The one closer to you has been handled. This is one  
1690 that is about five houses in, from the community school down the back area.

1691 Mr. Hamstra Thank you.

1692 Mr. Chokanis Thank you.

1693 Ms. Kramer Thank you so much, Mr. Hamstra.

1694 **C. District Counsel**

1695 Ms. Kramer It is District Counsel's time. Do you have anything for us?

1696 Ms. John Well, I do have one thing. I was able to reach out to the venerable Mike Eckert  
1697 about the minutes and what controls. So, once the minutes are adopted, they do control over  
1698 audio. So, I just want to, I think that help aid in the discussion that Ms. Montagna is going to  
1699 facilitate in a moment. And any minutes adopted may be amended by a motion if that is needed.  
1700 So, but other than that, I have no report, but I will be happy to answer any questions or any that I  
1701 cannot, I can bring back the questions to Mr. Eckert.

1702 Ms. Kramer Wonderful, Ms. John. Thank you. I think there will be more on the next meeting's  
1703 agenda, on some of the legal issues with ponds being dedicated to us, and various other issues.  
1704 So, thank you so much, Ms. John, I appreciate it. Ms. District Manager.

1705 **D. District Manager**

1706

1707 **1. Discussion regarding verbatim minutes**

1708 Ms. Montagna I do not have anything other than you guys really need to figure out what you  
1709 going to do with your minutes

1710 Ms. Kramer I think we do not want to go back to the people we just used. Of course, the last  
1711 meeting was a more difficult meeting to do.

1712 Ms. Montagna To be honest with you, Ms. Kramer, we have used, I have used three different  
1713 services since I started here, because when I first started Mona was doing them, and she was  
1714 doing about 16 hours.

1715 Ms. Kramer And she was doing a great job, and she did it right out of the shoot. She did not  
1716 have another company going over it first.

1717 Ms. Montagna She did it, and then it was reevaluated. It is just taking a lot of staff time. You  
1718 guys are actually the only District that does verbatim minutes. Which is not a good or bad thing.  
1719 But it is literally, if you think about it between staff, your Chair, and the company, you are  
1720 looking at a full time. That was a 40-hour job to get these minutes done. Which is ridiculous. So,

1721 if you want to continue down the path of doing verbatim minutes, I do not really know another  
1722 option other than if you have a court reporter here. Because, I have used like three different  
1723 services now.

1724 Ms. Kramer Definitely put it on the agenda. Next month's agenda, to address it, and take a  
1725 vote to see where we are going to go. We are just preliminary, and again, last month's meeting  
1726 was not a good meeting, because there was so much audience participation, and crosstalk. It was  
1727 not a good meeting to try this on, but we did run it through Amazon transcribe. That costs about  
1728 \$10 for a meeting, a four-hour meeting. It came out not horrible. So, it would take a lot less time.  
1729 And if you, if we do a global find-and-replace on a lot of these chronic things, but it does give  
1730 you the opportunity to set it up for 10 different speakers, it will pull the speakers out. You can  
1731 then just plug in the names. And, if we have a lot more than 10 speakers, we can separate the  
1732 meeting into sections, and these 10 speakers for this one. So, I will attempt to do that with my  
1733 tech support early on after this meeting. And then let you know; is in case you need to pull  
1734 something together to get next meeting's minutes.

1735 Ms. Montagna So just a question. And I think Ms. John touched on it earlier, is this Board dead  
1736 set on keeping verbatim minutes?

1737 Mr. Leet We have had summary minutes in the past. I would be, obviously, with Ms.  
1738 Kassel not being here tonight, she has long been a proponent of that. I have looked at another  
1739 tool called Descript, but it sounds like maybe similar to the, I want to spend a little more time  
1740 seeing if there is something between the tools that are out there, versus just the transcribing  
1741 services that we have looked at. Ms. Kramer has found something, and I started to look at this,  
1742 the free trial is about one hour. I do not have time to take even a one-hour slice of the meeting  
1743 and see what kind of job it would do.

1744 Ms. Montagna So, I did a thing, like we record all of our Teams meetings. And with Teams, you  
1745 can set a thing in there, and it will basically transcribe as you are talking. But again, it does not  
1746 even get the speakers. Right. It just simply says exactly what you are doing.

1747 Mr. Leet Like Zoom, it does a decent enough job. But again, we are just one speaker in that  
1748 meeting. But this tool, and it sounds like the other tool has the ability to even from one  
1749 microphone source pick out that this voice sounds different. So, this is created speaker B, and  
1750 then it does not take a 20-hour task. It is more, this was Ms. Kassel, and this was, and maybe it is  
1751 not perfect, but it is not taking people dozens of hours to do it either. That is where I tend to land.

1752 Ms. Montagna Your meetings are. I mean, like, I have never seen it before. They are like 100 and  
1753 something pages plus. It is a lot.

1754 Ms. Kramer I think we can get there. We will see how it is. I do like the verbatim minutes, or  
1755 the near verbatim minutes. Because that is how I got ready to jump into this job, and I was able  
1756 to garner so much history, and background on so many different things happening in Harmony  
1757 from that itself. And still today, if I need to go back and look, there is no way I'd find it in the  
1758 audio tapes when I can find it in those minutes quickly. So, we will deal with this at the next  
1759 meeting.

1760 Ms. Montagna So you want that on the next agenda?

1761 Ms. Kramer Yes, please. Supervisors' Requests.

1762 **EIGHTH ORDER OF BUSINESS** **Supervisors' Requests**

1763 Mr. Chokanis I have a couple. A firefighter reached out to me like a couple of weeks ago. I  
1764 forgot to mention it, but there is no rescue squad on the Osceola County fire team in 54 across  
1765 from the high school. He recommends we get one. I guess it has to come from one of the elected  
1766 officials from Osceola County. I forget his name. But,

1767 Ms. Montagna One of the commissioners?

1768 Mr. Chokanis The commissioner for the area? I am not sure who that is.

1769 Ms. Phillips Could you say that again?

1770 Mr. Chokanis The fire rescue team? We do have one in St. Cloud, and I think there is one in  
1771 Holopaw. But with us having more elderly in the community and stuff,

1772 Ms. Montagna There is not one close.

1773 Ms. Phillips There is an ambulance that comes from,

1774 Mr. Chokanis It is a rescue team, they have certain staff.

1775 Ms. Kramer In other words, if you had a heart attack, the people who came to help, you would  
1776 have to come a long way.

1777 Ms. Phillips I do not want to say names or anything, but I was at someone's house, and they  
1778 came three times in two weeks.

1779 Ms. Kramer How quickly did they get there?

1780 Ms. Phillips Real fast because they were by the high school.

1781 Ms. Montagna They were probably in the area.

1782 Mr. Chokanis They were driving there. And had they been either in Holopaw or,

1783 Ms. Kramer They are not stationed at the one across from the high school.

1784 Ms. Phillips Oh, there is no one stationed there?

1785 Mr. Chokanis There is a fire rescue team that has capabilities of CPR, but there is not an actual  
1786 rescue team there.

1787 Ms. Kramer Not an ambulance. And along those same lines, I was also approached by the fire  
1788 department again expressing serious concerns, as did mosquito control in one email in the past,  
1789 about the parking on both sides of the street. They said that if we really had an emergency, they  
1790 just cannot get through a lot of our streets. Please think about that for the next meeting.

1791 Mr. Leet What authority do we have?

1792 Ms. Phillips Can we change things? I do not think we have any authority over the streets.

1793 Ms. Kramer I think we can ask the County to make it.

1794 Mr. Hamstra To adjust it for the public safety.

1795 Ms. Montagna The County may already have an ordinance, most of them do after 9 pm.

1796 Ms. Phillips I think it would be great because my daughter lives on Dark Sky, and we can  
1797 hardly get to her house.

1798 Ms. Kramer It is really a problem.

1799 Mr. Chokanis Come down Middlebrook.

1800 Ms. Kramer Yes.

1801 Mr. Leet Harmony West, they are doing that from the start.

1802 Ms. Phillips And I know one couple, and they have got two car garage, and one of them parks  
1803 in the street.

1804 Ms. Kramer For the most part, it could be handled, but we have to talk about it next meeting.

1805 Mr. Leet Talk about it next month. Is there any action for us to do for the fire rescue thing  
1806 or is that a County Commission thing?

1807 Ms. Kramer We bring it back next month, and take a vote on it to approach the County  
1808 commissioner, and request that.

1809 Mr. Chokanis I do not really think we need to vote, but we can, I think it would be,

1810 Mr. Leet The vote would be to take action as the Board officially, but any of us can.

1811 Ms. Kramer Any resident can call.

1812 Ms. Montagna Actually the more residents that call, the better response you are going to get.

1813 Mr. Leet Ricky Booth, right.

1814 Ms. Kramer Any other Supervisors' Requests?

1815 **NINTH ORDER OF BUSINESS Adjournment**

1816 Ms. Kramer Hearing none. I would entertain a motion for adjournment.

1817 Mr. Leet You have got it.

1818 Mr. Chokanis I will second.

1819 Ms. Kramer So we have a motion and a second to adjourn, all in favor.

1820 All Supervisors Aye.

1821 Ms. Kramer All those opposed. We are out of here.

1822 Upon VOICE VOTE, on a motion by Supervisor, Leet and a second

1823 by Supervisor, Chokanis and with all in favor, the Board voted to

1824 adjourn the meeting at 8:40 p.m.

1825

1826

1827

1828	Secretary/Assistant Secretary	Chair/Vice Chair
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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**

Mr. Leet called the roll and indicated a quorum was present for the meeting. Ms. Kramer is the only Supervisor not in attendance. Her presence on Zoom will be announced if she joins at a later time.

Mr. Leet stated first, item after roll call is audience comments. Anyone that's here in the audience or on Zoom, you can have up to three minutes to address the Board. Let us know of your concerns. We might be able to address some of those items later in the meeting as they come up in the agenda, but either way, this is your chance to address the Board as a whole. So, do we have any audience comments tonight?



44 Ms. Boskey, 6805 Sundrop Street.  
45 F as in Frank. I-N-I-S-I-A.  
46 last name, Boskey, B as in boy, O-S-K-E Y.  
47 Ms. Kassel: Address?  
48 Ms. Boskey, 6805 Sundrop Street. Owner. Isn't that important?  
49 Ms. Montagna, it could be.  
50 Ms. Boskey, but this is basically for owners.  
51 Ms. Montagna, this is for anyone who lives in the District.  
52  
53 Ms. Montagna, renters.  
54 Ms. Boskey, right, those that pay for the CDD, they're the owners, correct?  
55 Ms. Kassel, well, the renters may pay through their rent, but this is also open to the public,  
56 so anyone.  
57 Ms. Boskey, yes, that's fine, open to the public, but basically has to do with the owners that  
58 are actually paying the CDD.  
59 This is the first meeting I've attended even though I've been living here for about seven years.  
60 Mr. Leet, well, thank you for coming.  
61 Ms. Boskey, yeah, I usually read the minutes that are posted later. My question is just  
62 exactly what is this CDD that we are paying? Who started it?  
63 Ms. Kassel, can I address that?  
64 Mr. Leet, you have up to three minutes. Is there anything else you wanted to-- it doesn't  
65 really work as a back and forth. Those can be stretched, and we got a bunch of people, a bunch  
66 of items.  
67 Ms. Boskey, okay, basically, that's what I really want to know. Who started the CDD, and  
68 why are we paying for it?  
69 Ms. Kassel: sure, and it was I think in the minutes from last the meeting we discussed that,  
70 right?  
71  
72 Ms. Montagna, yeah.

73 Ms. Kassel, so just in case anybody else has the same concern after we get all the questions  
74 and comments, I'll address that.

75 Mr. Leet, okay, all right. So, yeah, we've known that. Supervisor Kassel will give a synopsis  
76 of that. Were there any other comments you'd like to have or any other comments from any  
77 other.

78 Ms. Boskey, no. I'm sure there will probably be more, but that was the basic question we  
79 wanted to know about. Ms. Kassel, just so you know, this is audience comments, so we don't  
80 take comments during the rest of the meeting.

81 Ms. Boskey, right.  
82

83 Ms. Kassel, this is the time.  
84

85 Ms. Boskey, I understand.  
86

87 Ms. Kassel, okay.  
88

89 Ms. Boskey, yeah, so I'll have to keep attending meetings if I want to make more comments.

90 Ms. Phillips, well, you can always call any of us at any time.

91 Mr. Leet, right. What's special about this, once a month, we have these public meetings, so  
92 anyone can address the entire Board, Staff, and everything else at once. Your lines of  
93 communication are always open to us. Email will be the best.

94 Ms. Boskey, well, I have seen the lines of communication on Facebook.

95 Ms. Montagna, I would not go by that.

96 Ms. Boskey, they're really not all that good. Well, it's fine.  
97

98 Mr. Leet, yeah. Facebook.

99 Ms. Phillips, Facebook is a private group run by one individual, and it's not official for the  
100 CDD.

101 Ms. Boskey, yeah. Well, I see what banter goes back and forth, which is not good.  
102

103 Mr. Leet Right. Okay. Well, that.

104 Ms. Montagna, interesting, at best.

105 Ms. Boskey, okay, you can use that.

106 Ms. Phillips, I'm not a member of that group, so I don't even see what is said.

107 Ms. Boskey, Well, it's the Harmony Residents Forum.  
108

109 Mr. Leet, right.

110 Ms. Phillips: I know, but you have to apply for membership.

111 Mr. Chokanis, do you get a quick synopsis of what the CDD is right now? I think we have a  
112 pretty short agenda.

113 Ms. Kassel, so the CDD, the concept of the CDD, Community Development District, was  
114 formed when developers approached the legislature, the state legislature, to be able to pass off  
115 the cost of building roads and sewers and bringing electric in and all of that kind of thing. They  
116 wanted to pass the costs of, really, alleyways and things that they were big expenses for them. to  
117 the owners, but not in the price of the house, through a bond that when you bought the house,  
118 you were obligated to pay. And those bonds carried interest. It was a way for the developer to  
119 fob the cost of development onto the homeowners through debt service. Some people could think  
120 of it as underhanded because most people don't really understand what it is. So, what the CDD  
121 Board does is make sure that our physical infrastructure, we have lots of facilities in the  
122 Community. We have two pools. We have boats. We have lakes and ponds we have to maintain.  
123 We have lots of landscaping. We have streetlights, and a lot of that irrigation has to be irrigated.  
124 We have lots of costs associated with all of these facilities. We also have to manage the policies  
125 for access to those facilities. This body maintains the physical and fiscal, the financial  
126 infrastructure that we were handed over to us from the developer. Does that make sense? Ms.  
127 Boskey, it does make sense. Yes.  
128

129 Mr. Lukens, So, can I ask a follow-up question on that?

130 Mr. Leet, yeah, so back there, you had your hand come forward.

131 Ms. Kassel: If you could state your name and your address, please.

132 Mr. Lukens, Peter Lukens, 3317 Schoolhouse Road. If you pay off your bond, are there still  
133 additional dues and fees that you are and what are those?

134 Ms. Kassel, those are operations and maintenance.  
135

136 Mr. Leet, correct. Yes.  
137

138

139 Ms. Kassel: So, there is the debt service portion. the debt service portion has a fixed interest  
140 on it, and eventually, it'll go away. We have one bond, that's going to go away in 2032, and the  
141 other one's 2036.

142 Mr. Lukens, they're individual bonds, right, so you can pay off your own individual bonds?

143 Ms. Montagna, yes.

144 Ms. Kassel, and then you're saving the interest you would be paying off through all those  
145 years but the operations and maintenance is for the regular upkeep.

146 Mr. Lukens, and what are those- what are those fixed costs in, monthly?

147 Ms. Kassel, oh my goodness. They include everything from all the landscaping, the  
148 irrigation, the streetlights.

149 Mr. Lukens, no, what's the actual cost in dollars?

150 Ms. Montagna, they can change.

151 Mr. Lukens, does it change annually, or does it change every month?

152 Ms. Montagna, no, no, it would be annual once we set the budget, but that budget can change  
153 every year during the budget cycle.

154 Mr. Lukens, sure, yeah, absolutely.

155 Ms. Montagna, no, once it's fixed, they're going to adopt their budget next month. Once that  
156 budget is set, that's what it is.

157 Mr. Lukens, and what are they this year, monthly?

158 Ms. Montagna, I don't know. I'd have to look at your.

159

160 Mr. Leet, yeah, there's actually an entire chart. It varies mostly by property size, and it's  
161 actually broken down to what the ongoing, operations and maintenance is compared to the bond  
162 service.

163 Mr. Lukens, and where can we find that?

164 Ms. Phillips, it's in the agenda.

165 Mr. Chokanis, all right, you can have this copy. That was the last eight years that we.

166

167 Ms. Montagna, but that's not it.  
168

169 Ms. Montagna, It's hard to differentiate on the sheet that's in the budget. So, what you can do  
170 is you can email me or call our office. The Assessment Department will get your address. They'll  
171 look it up, and they'll tell you exactly what you are paying for your debt and then they'll tell you  
172 what the operation and maintenance is.

173 Mr. Lukens, awesome.

174 Ms. Kassel, yeah. Do you even know? Do you have any idea of what your neighborhood is?  
175 Like, you know, there is like A1, B.

176 Mr. Lukens, Schoolhouse Road.

177 Ms. Kassel, I think you're in C1. Do you know your lot width? 80 feet?

178 Mr. Lukens, I'm not sure off the top of my head, no.

179 Ms. Kassel, so your operations and maintenance was \$1,847, and it's going to be, well, if we  
180 pass the budget, \$2,133.

181 Mr. Lukens, for the year?  
182

183 Mr. Chokanis, yes.

184 Ms. Montagna, that's annual. It's all annual, and it's collected on your tax bill.

185 Mr. Lukens, okay. The only other follow-up question I had is what is the standard form of  
186 communication? We mentioned that the Facebook group is not official, but I'm not getting at  
187 least, and maybe it's 'cause I'm not signed up for something, but, like, in the instance of the road  
188 paving, for example, like, we didn't get any notifications about what dates were, things were  
189 happening, and when we need to be prepared and.

190 Ms. Montagna, CDDs are public so we don't have any residential information on any resident.  
191 That's more of an HOA because they're private because you are then subject to public records  
192 laws. Anything that we put out would be on the CDD website. As far as the alleyway paving, the  
193 residents that were on those specific alleyways got notifications.

194 Mr. Lukens, how?

195  
196 Ms. Montagna, but the rest, I think what they do, put them in their mailboxes and.

197  
198 Mr. Leet, they were supposed to have. We understand that there were some.

199 Ms. Montagna, there were some people who did not get them.

200

201 that's how it should have gone.

202 Unknown Speaker: It's illegal to put notifications in a mailbox.

203 Ms. Kassel: Well.

204 Ms. Montagna, in their mailbox.

205 Ms. Kassel, unless it's mailed.

206 Ms. Montagna, correct.

207 Ms. Kassel, it was supposed to go on the door.

208 Ms. Phillips, yeah, that's I think what we.

209 Ms. Kassel, unfortunately, the whole process and this is just my personal opinion, it's not the

210 opinion of the Board, that I don't feel it was handled very well.

211 Mr. Lukens, that's not consequential for me. It was just an example. I'm just trying to figure

212 out how can I get better informed about whether it's through email or through mail or whatever.

213

214 Ms. Montagna, the CDD website.

215 Ms. Kassel, Harmonyadd.org.

216 Mr. Lukens, only the website?

217 Ms. Kassel, we do not send out emails.

218 Mr. Lukens, so there's no proactive communication. That's only.

219 Ms. Phillips, we can't.

220 Mr. Leet, well, there are notices like the issue that we're going to be addressing later with the

221 budget adoption, was originally going to be tonight. And just the official notification for that is

222 through the US Postal Service.

223 Ms. Montagna, correct.

224

225 Mr. Leet, so you'd be getting that official notification of, "Here's where the budget is. Public

226 meeting, 6:00 PM. Here's where to show up." Since there were issues with that getting to

227 everybody, we're now needing to delay it to the 24th of August. So as far as official

228 communication, there are those mailers that go out for the budget announcements. There are also

229 notifications in, I believe, the *Osceola News Gazette* as a public newspaper that we put  
230 announcements for each monthly meeting.

231 Mr. Lukens, could email be a possibility? I mean, could you do a list serve?

232 Ms. Kassel, so, you can email any of us, and you can email the District Manager, Angel  
233 Montagna. We can only respond to you individually. We can copy Ms. Montagna, but we can  
234 not copy all because we are bound by Sunshine Laws, so we can't meet in private, which that's  
235 what it would constitute. So, that is no. And we have a brand-new website, which has a lot of  
236 wrinkles, to start with, but hopefully, we'll be able to post some notifications and then hopefully,  
237 one Board Member or another can post something somewhere. Unfortunately, not everybody's  
238 on Facebook, so just something to let people need to go to the [harmonycdd.org](http://harmonycdd.org) website because  
239 there's some news or whatever, but we have gone over this a hundred times through our attorney,  
240 with the District Manager, about being able to communicate.

241  
242 Mr. Chokanis, so I would also recommend the meeting minutes are, like, really short and  
243 sweet. So, if you're able to log onto the.

244  
245 Ms. Montagna, really?

246  
247 Ms. Kassel, what?

248  
249 Ms. Montagna, which ones are you looking at?

250  
251 Mr. Chokanis, I mean they are easy to kind of filter through and look for your one. there is the  
252 paving. So, if you saw that, you would reach out to Ms. Montagna and say, "Hey, when is this  
253 going on because I am in an alley." Right?  
254

255 Mr. Lukens, okay.

256  
257 Mr. Chokanis, so I would just recommend that. I try to post stuff on Facebook, but I get a  
258 little bashed on there, but I try to inform people of what's going on because I know not everyone  
259 comes to this meeting and not everyone gets on Zoom. And so, it's a little wishy-washy, but  
260 we're trying to do.

261  
262 Mr. Lukens, thank you.

263  
264 Mr. Leet, do we have any other comments from the audience here? I see some other people  
265 join on Zoom, so we're still in the audience comments portion. Maybe back there with.



- 266 Ms. Sledz, Can I just speak from here and yell?
- 267 Ms. Sledz, all of you have heard it, but I really do want it official on the record, because I sent  
268 it to all of you.
- 269 Ms. Montagna, what's your name?
- 270 Ms. Sledz, Mary Jane Sledz, 3181 Songbird Circle. I guess I've been doing budgets a long  
271 time, and the budget that was sent out doesn't have any explanation as to all these increases four  
272 times as much, three double on some lines. And because there's no communication being able to  
273 be discussed, how are you going to communicate that to people who are interested?
- 274 Ms. Kassel: It's been in the minutes, so we had. I'm sorry.
- 275 Mr. Leet, what else? You have three minutes. Go ahead and,
- 276 Ms. Sledz, I was here at the last meeting for maybe half the meeting and like I said, I did not  
277 get it, the letter, originally. Multiple people in our community at 55-plus didn't get it.
- 278 Ms. Montagna, we're going to address that. It's on the agenda. We're going to address that.
- 279 Ms. Sledz, okay. And you also need to make sure that the 55-plus community, if you're at  
280 putting stuff out on Facebook, like this information today about the August 24th, I didn't know  
281 about it.
- 282 Ms. Montagna, it's on the website.
- 283 Ms. Phillips, it's on your Facebook page.
- 284 Ms. Sledz, no, but that's what I'm saying. There's got to be if we're CDD paying.
- 285 Ms. Montagna, all the meetings are posted on the website, the whole annual meetings.
- 286 Ms. Sledz, no, no, no. I know that, but there was a notice today about the change of the  
287 budget.
- 288 Ms. Kassel: It just happened this week.
- 289 Ms. Sledz, I know, but we didn't know that.
- 290 Unknown Speaker: It was posted on Facebook.
- 291 Ms. Sledz: That's how I found out, was because my husband called me to tell me it was on  
292 Facebook. So, if we're going to communicate that way, the 55-plus people need whether I'll be  
293 volunteering to post what you want me to post on it so that people in our community can get that  
294 because like I said, they didn't get a lot of the letters. But my concern is the multiple line items  
295 where like landscaping, and no offense to the landscaper, but the irrigation, the continuous  
296 upping of additional bids and not sending the entire irrigation system out for bid instead of this

297 piecemealing that we're doing, is very frustrating to many of the people in our community in the  
298 55-plus because a lot of people here live on fixed incomes. So, I just want to make my point that  
299 I did send it to all of the members, the supervisors, about the double, the triple, and the quadruple  
300 line items that are on here, and they need explanation.

301 Ms. Kassel, and I did respond twice.

302 Ms. Sledz, you did?

303 Ms. Kassel, I did. And you.

304 Ms. Phillips, I responded.

305 Ms. Kassel, did respond to me once, and I sent you a link to set up a meeting.

306 Ms. Sledz, no. I can show you my email. The only person I got it was from Kerul.

307 Ms. Kassel, that's me.

308 Ms. Sledz, oh, I'm sorry. I didn't know that. Yes.

309 Ms. Montagna, and I responded.

310 Ms. Sledz, and I sent you a response. I responded that we'll set up a time because there are  
311 other people in our community who would like to do that.

312 Ms. Kassel, and I sent you a calendar link so that you can interface with all your people, and  
313 you can choose a date and a time.

314 Ms. Sledz, Okay. There aren't many in August, but there are a few. Perfect.

315 Ms. Phillips, the other thing I was going to point out because I was looking at your things too  
316 so that I could explain them if you answered my email, is I think you were picking up the  
317 projected line to the 2024 budget rather than the 2023 budget.

318 Ms. Sledz, yeah, 2023 versus the 2024.

319 Ms. Phillips, the budget?

320 Ms. Sledz, mm-hmm.

321 Ms. Phillips, the one you said.

322 Ms. Sledz, well, the projected. The projected 2023.

323 Ms. Phillips, on some of them, what happened in brief, I'll just tell you this, some of them, we  
324 didn't spend the money in 2023 because other things happened, so it's back on the budget for  
325 2024.

326 Ms. Sledz, okay, so the only person I got an email from is you and you.

327 Ms. Phillips, And I emailed you.

328 Ms. Sledz, I don't have it.

329 Ms. Phillips, well, I'm sorry because I did email you back.

330 Ms. Sledz, I will send you some dates because I know there's a bunch of us that are here from  
331 the group that wanted to participate.

332 Ms. Kassel, and if there's no dates, you know can you just send me some proposed dates?

333 Ms. Sledz, okay.

334 Ms. Kassel, I'm away from the 18th to the 28th of August, but I'm available after that.

335 Ms. Sledz, so the first couple weeks in August?

336 Ms. Kassel, yeah.

337 Ms. Sledz, okay.

338  
339 Ms. Kassel, But I did respond with the landscaping because we had to go through bid process.  
340 We were required by a state statute, and we hired our old landscaper who had increased his price  
341 because he was promising that he'd be better, but he was not better. So, we had to go back to bid  
342 again, and then we got Benchmark, and Benchmark's bid was much higher, but they were still  
343 pretty much the lowest bid. So that's why our landscaping is higher. And then the irrigation thing  
344 is because our irrigation system was mostly turned off and because lots of things were broken.

345 Ms. Sledz, right.

346

347 Ms. Kassel, and so over the last 10 years, instead of repairing, areas were just turned off. Now  
348 they are responsible for maintaining our landscaping, and unless they are responsible for fixing  
349 and maintaining the irrigation, they will not guarantee our landscaping.

350

351 Mr. Leet, yeah.

352

353 Ms. Kassel, so we're kind of in a bind.

354 Mr. Leet, I'll say that was an intentional choice of the Board because in years past, having the  
355 irrigation done separately or even managed by field services could be a potential source of  
356 conflict and actually did lead to legal action between the landscaper and the CDD who had been,  
357 at the time, responsible for irrigation. So based on that factor, it was a conscious choice of this

358 Board to when we're doing this bidding, include the irrigation with that, and that removes  
359 a potential pain point of having a conflict between landscapers and irrigation providers.

360 Ms. Sledz, I understand. It just seems like every time I look at the minutes or I come to a  
361 meeting, it's \$20,000. It's \$65,000. It's \$40,000.

362 Ms. Montagna, it's a 20-plus-year-old irrigation system.

363 Ms. Sledz, no, I get it but then there should be a process to slowly go and fix it over so many  
364 years. It just seems like it's all being piecemealed.

365 Ms. Phillips, well, we're having to because when there's a pipe broken underground, all that  
366 water's pouring out and so he has to fix it but if he fixes that one but not the next one, the water's  
367 just going to pour out of the ground there, and they're finding it as they go along. It's not  
368 something that we knew all of it in the beginning.

369 Ms. Kassel, and we can't do a little this year and a little next year because it's all broken  
370 because it's 20 years old.

371 Mr. Leet Thank you. Anyone else would like to address the Board?

372 Mr. Cresham, yes, please.

373 Mike Cresham, over in Enclaves at 7417 Wingspan Way. Mainly just maintenance questions.  
374 So, on your way in the neighborhood, I'm sure everybody that lives back here knows the two  
375 drainage inlets just west of Feather Grass have been clogged for like six months. Every time it  
376 rains.

377 Ms. Montagna, West of where? I'm sorry.

378 Mr. Cresham, Feather Grass Drive.

379 Ms. Phillips, On 5 Oaks?

380 Mr. Cresham, in between Feather Grass and the driveway to the turf maintenance facility.

381 Ms. Phillips, is this the one you fixed today?

382 Ms. Montagna, it's Feather Grass and the golf maintenance.  
383

384 Mr. Leet, well, yeah. Please, you have your three minutes, so is that your only concern?

385 Mr. Cresham, no, I have more, but I don't think it's been addressed. I did not see anybody out  
386 there working on it today, and it comes up every time it rains.

387 Ms. Montagna, we can't hear you.

388 Mr. Cresham, the two drainage inlets as you're on your way in right up here west of Feather  
389 Grass Road, they never drain, so there's only a lake on the road whenever it rains. so that's one  
390 thing. The other question that maybe we can answer when we get into the agenda is what's going  
391 on with Billy's Trail and north of it? I see that there's a contractor that tapped into our water  
392 main. I'm not sure if that's Toho, if that's a future development that's part of Harmony up there,  
393 which if it is, cool, if not.

394 Ms. Kassel, it is.

395 Mr. Cresham, is the Billy's Trail an easement? Why was it called Billy's Trail? Is it owned by  
396 Harmony?

397 Ms. Kassel, reach out to us because we can't answer all those questions tonight, but reach out  
398 to any of us. Our emails are on [harmonycdd.org](http://harmonycdd.org).

399 Mr. Cresham, so can I get everybody's emails before we leave today, or is it going to be in the  
400 agenda or in the minutes?

401 Ms. Montagna, they're all on the website. If you just go under Contacts.

402 Mr. Cresham, oh, perfect. Thank you.

403 Ms. Montagna, yeah. And here's my card. I don't know if you have it or not.

404 Supervisor Kassel, this is not my CDD address, but.

405 Mr. Cresham, okay.

406 Ms. Phillips, Ms. Kassel is the expert on that. She knows that trail back and forth.

407 Mr. Cresham, oh, I was just walking in. I'm wondering, I'm like, "Is this an easement? Who's  
408 paying for all this?" We've got thousands of feet of water main that are going in up there.  
409 Anyways, while we're on pipe, I know we mentioned irrigation. It's 20 years old. It's broken.  
410 This, that, and the other thing is whoever installed it on a warranty, if it's 20 years old, then, you  
411 know, I understand we're the ones that are here now, but we're all paying for it when everybody  
412 else 20 years prior didn't do their due diligence. That would be my question. Is it really on the  
413 homeowners to be liable for paying for broken pieces of pipe?

414 Ms. Montagna, unfortunately, yes. And just so, which we'll get into it later. The Board was  
415 just notified today. I sent the email out. You know, the Board just paid to have some clocks and  
416 stuff installed. On the 20th, they were all installed. On the 27th, they were vandalized. So now,  
417 we have got that subject that's going to come up today too.

418 Ms. Kassel, rain sensors or clocks? Just the rain sensors.

419 Ms. Montagna, oh, I have it. I'll pull it up. Go ahead.

420 Mr. Leet, I saw the pictures.  
421

422 Ms. Montagna, yeah.

423 Ms. Phillips, we have just got the mail of.

424 Ms. Montagna, so we just found that out today. Again, I don't know how much it cost. I found  
425 out on our way here, and I emailed it to everyone. So that again too, when stuff's put in and  
426 stuff's been vandalized, this isn't the first time either, when new stuff has been put in.

427 Mr. Cresham, so when we go to put stuff in like clocks or the fence replacement, how does  
428 that go about? Is that brought to forum, and we decide, or is it just, "Hey, we got we want some  
429 clocks, so we're going to spend the money?"  
430

431 Ms. Kassel, no.

432 Ms. Montagna, no. It is brought here, explained. You know, you don't want vegetation to die,  
433 right? Because then, you look around, and you've got all this dead turf and everything. So, the  
434 only thing that is done immediately off the cuff without coming to the Board.

435 Mr. Chokanis, you need timers for irrigation?

436  
437 Mr. Leet, yeah.

438 Ms. Montagna, correct.

439 Mr. Cresham, okay. I thought you were talking about clock towers.

440 Ms. Montagna, oh, no, no, no, no, no.

441 Mr. Cresham, so that's a good point anyway.

442 Ms. Montagna, no, no.

443 Mr. Leet, it's being ingrained with all of us. Yeah.

444 Mr. Cresham, sorry, you mean timers. I thought.

445 Mr. Leet, yeah.

446 Ms. Montagna, sorry.

447 Mr. Cresham, the other thing, I noticed there's a couple of double bollards around the  
448 sidewalks around here. Did anybody check if those are compliant because you can't fit a double-  
449 wide stroller between those bollards?

450 Ms. Kassel, what bollards? Where?

451 Ms. Montagna, which ones are they?

452 Mr. Cresham, the post mounted.

453

454 Ms. Montagna, mm-hmm. They are.

455

456 Mr. Cresham, they just put them in around here. They're the black poles that you put in on  
457 sidewalk.

458 Mr. Leet, you can't drive your car.

459 Ms. Montagna, oh, your golf cart.

460 Ms. Kassel, I don't know who installed them. We didn't do it.

461 Ms. Montagna, on the boardwalks?

462

463 Ms. Phillips, we have no idea who installed them.

464 Mr. Cresham, presumably, it's for golf carts, but you could achieve the same thing with one  
465 bollard.

466

467 Ms. Montagna, where?

468 Ms. Kassel, where are these?

469 Mr. Cresham, sidewalks, here and on the sidewalk.

470 Ms. Kassel, that's your HOA, is my guess because we did not do it.

471 Mr. Cresham, okay, thank you. Am I okay on time?

472

473 Mr. Leet, okay. Well.

474

475 Mr. Cresham, I have real issues and stuff.

476 Mr. Leet, right, and I understand. The only reason we try and, you know, limit the back and  
477 forth is out of respect for everyone's time, but please continue.



478 Mr. Cresham; So, the status of the main pool, bathrooms, and locker rooms up there, they are  
479 terrible. I think it's probably already been a topic of discussion, so we don't need to harp on it,  
480 but every time I go up there, it smells like pee. All the bathrooms and the toilets are clogged in  
481 both the men's and women's.

482 Ms. Montagna, in which pool?

483 Mr. Cresham, the main pool. So, I live in Enclaves.

484 Ms. Montagna, Ashley Park?

485 Mr. Cresham, which brings me to my next point. But, yes, this pool right here up at the  
486 entrance, by the golf pro shop.

487  
488 Ms. Montagna, swim club.

489 Ms. Kassel, yeah. Swim club.  
490

491 Ms. Montagna, okay.  
492

493 Unknown Speaker, well, and along with the Enclaves, with us paying to be able to use that  
494 pool as well, can't we remodel those, if we have more money from a whole brand new  
495 community going towards that?

496  
497 Ms. Kassel, no. We don't.

498 Ms. Montagna, that money's been coming in.

499 Ms. Phillips, we don't get more money from a new community, unfortunately.

500 Ms. Montagna, yeah. No. It's always been coming from day one.

501 Ms. Kassel, the developer was paying for it before you homeowners were paying for it, so  
502 we're not getting any extra money, unfortunately.

503 Unknown Speaker, so where's the money been going?

504 Ms. Kassel, same place it's been going, to all our expenses.

505 Ms. Montagna, so swim club bathrooms.

506  
507 Mr. Cresham, yes.

508 Ms. Montagna, okay. Got that.

509 Ms. Phillips, That's a great idea.

510 Ms. Kassel, yeah. Except it's another expense.  
511

512 Ms. Phillips, well, yes, but we can start saving money for it.

513 Mr. Cresham, so we mentioned lakes, sidewalks, roads, all that stuff. That's why I was  
514 harping on the drainage, the sidewalks. On the trail, which is a lovely trail is the lake lookout  
515 being demolished, or are we going upkeep that, or what's the status of that area back there?

516 Ms. Kassel: I'm happy to discuss that with you because this really isn't a back-and-forth.

517 Mr. Cresham, okay. Yep. You don't have to respond. I'm just putting questions out there.  
518 That's fine.

519 Ms. Kassel: My card is right there for you if you'd like it.

520 Ms. Montagna, so lake Lookout?

521 Mr. Cresham, yes, ma'am.

522  
523 Ms. Montagna, okay.

524  
525 Mr. Cresham, sidewalks pool, Billy Trail.

526 Unknown Speaker, do you have a gym in there? You don't have a gym in there?

527 Ms. Montagna, we don't manage the gym.

528 Ms. Kassel, it's not us.

529 Unknown Speaker, you don't. Who manages the gym?

530 Ms. Kassel, the owner of the gym, which is the owner of the clubhouse, I believe.

531  
532 Mr. Leet, and the golf course, I believe.

533 Ms. Montagna, that's where you go to get your access, is the golf course or clubhouse.

534 Unknown Speaker, the gym is owned and operated by an individual he lives here in the  
535 community.

536 Ms. Kassel, oh, Jamie Abel.

537 Ms. Montagna, Jamie Abel.

538 Ms. Kassel, but that's not us.

539 Mr. Cresham, okay.  
540

541 Mr. Leet, it's not us.

542  
543 Mr. Cresham, thank you for clarifying.  
544

545 Mr. Leet, okay. Mr. Cresham, do you have any other?

546 Mr. Cresham, no, sir. I believe that was everything unless my wife has any, oh, the only  
547 comment I want to make is, thank you for sharing your card with me. I'll go on the website.

548 Ms. Kassel, my card is right here.

549 Mr. Cresham, oh, thank you. We're all saying Facebook is not our line of communication, so  
550 at least everybody in this room that is here and you guys, let us not use it as our line of  
551 communication then.

552  
553 Ms. Montagna, yeah, please.

554  
555 Mr. Cresham, and that is why I want to get on the website, get everybody's emails, because  
556 that's the best form of communication instead of the back and forth over the crap on Facebook.

557 Ms. Montagna, it is, and also, if I can just let everyone know, we have just, developed a new  
558 website, the old one points to the new one, but we're still adding stuff to that website. The Board  
559 is going to have input of what they want on there. You'll see a lot more Community news or  
560 things of that nature. Just what you see on there now, you may not see any news, per se, on there,  
561 but it will be put on there.

562 Mr. Lukens, this is a public situation, and he is emailing you separately about some of the  
563 issues that we have discussed here. How will I know about those issues and if they get resolved,  
564 how will that be communicated to everyone here in this room?

565 Ms. Kassel, pretty much, everything that has been brought up, has been discussed at the May  
566 meeting, about the budget at the June meeting.

567 Mr. Lukens, but going forward, though. That's fine.

568 Ms. Montagna, it'll be in the minutes. It's on the recording. It'll be in the minutes.

569 Ms. Kassel, I think he means if he.

570 Mr. Lukens, no, but I mean, if he emails you, how do I know about what your response is to  
571 him?

572 Unknown Speaker, yes, because he has a lot of good questions. Back to us.

573 Ms. Montagna okay. Everybody, we have to talk one at a time because the recording can't  
574 pick up everybody talking at one time, and we have to be able to do the minutes. There is not a  
575 mechanism for me to provide all of his answers to you, to you, to you.

576 Mr. Lukens, we need a forum for that. So, Facebook isn't good because it becomes this, you  
577 know, evil thing that everyone gets on. And I don't.

578 Ms. Montagna, it's not evil. You can communicate on Facebook all you'd like. The problem  
579 is.

580 Mr. Lukens, it's not official. We need something official.

581 Ms. Montagna, no. It's not official. That's what the minutes are for on the website.

582 Unknown Speaker, you need an official page that doesn't allow comments?

583 Mr. Leet, so, I'll speak to that. Part of the issue, again, is Sunshine Law. The only forum  
584 where us, as a Board, can discuss anything at the same time is in a publicly announced meeting.  
585 So, everyone that wants to can come and hear about that.

586 Mr. Cresham, but you can talk separately with individuals.

587 Mr. Leet, yes. As much as you want.

588 Mr. Leet, we cannot, like Mr. Chokanis did a lot of work on going over the last budget  
589 numbers for the last several years. He's not supposed to send that to me. He sent that to Ms.  
590 Montagna, who then forwarded it to me to put on the computer to show during the meeting once  
591 we get to that point.

592 Ms. Montagna, correct.

593 Mr. Leet, we got to that point. The Sunshine Law, if you, that's a rabbit hole you can go  
594 down. There are some horror stories of people going to jail because they talked about something  
595 that was future business, whatever government entity they were a part of. So, it's something that  
596 is taken very seriously.

597 Ms. Kessel, it's crappy.

598 Mr. Cresham, yes, as residents, we have to find our own method.

599 Ms. Phillips, oh, I was just going to say to start your own email group.

600 Ms. Montagna, it is. You're right.

601 Mr. Leet, the meetings here are where we would be held accountable. So, if you're emailing  
602 us and we are not answering you, your recourse is you can come to the meeting and call us out  
603 on it and it's on the public record for everyone here if we've been ignoring you or not.

604 Mr. Cresham, it shouldn't be this hard. To be a resident, it should not be this hard.

605 Unknown Speaker, is there a way to create a CDD Facebook page with no comments?

606 Ms. Montagna, okay. One at a time. One at a time.

607 Mr. Leet, okay.

608 Ms. Kassel, and we are the audience comments.

609 Mr. Cresham, I have one more comment.

610 Mr. Leet, Thank you, so this the issue from Mr. Lukens earlier, the comment of not being able  
611 to have people commenting on it is that's a key part of it. So maybe as we're refining the new  
612 website, there is a good way that we can. If there is something that's, I was single-handedly  
613 updating this website before, and I'd be putting, as best as I could, updates on the paving project  
614 on the front page. There are definitely cleaner ways of doing that. And if it is something like  
615 "Hey, we're going to have a budget workshop this coming May. If you want a rundown of what  
616 all the proposed budget changes are, item by item, this is the meeting you should come to and be  
617 able to take part in that."

618 Ms. Montagna, everything's public record. Everything here is public record. So, let's say I  
619 answered his questions, right? You can email me and go, "Hey, did you answer his 15 questions?  
620 Can I please have those answers?" Absolutely. And I can send them to you.

621  
622 Mr. Cresham, no, I totally understand.  
623

624 Ms. Montagna, yeah.  
625

626 Mr. Cresham, it's what happens outside of this room that is more challenging to me.

627 Ms. Montagna, understood.

628 Ms. Kassel, to us too. You know, I was as frustrated as you.

629  
630 Mr. Cresham, yeah.

631 Ms. Montagna, they only meet every 30 days and can't do anything in between. So, again, it's  
632 also the process too, why it takes a little bit to get stuff done and all of that because we, as the  
633 management company and legal and engineer, we work for the Board. We don't have the  
634 authority to make any decisions outside of meetings because we work for the Board, which, in  
635 turn works for the residents. So, it's a trickle-down effect.

636  
637 Mr. Chokanis, yeah. And I will say I'm the Facebook guy, but I know it's not official, but  
638 there's still good information out there, whether or not you have to deal with the people that are  
639 disgruntled and don't like things around here and don't want to come to the meeting. So, I do try  
640 to post things to inform folks of what's going on. It's definitely not official like Ms. Montagna  
641 said, but there are some good things that you can get out of it and get aware of.

642 Ms. Phillips, did you know when you post something, you can turn off commenting?

643 Mr. Chokanis, oh, really?

644 Ms. Montagna, you're doing great. Just turn off the comments.

645  
646 Mr. Chokanis, all right. I'll do that next time.

647  
648 Mr. Leet, okay, Mr. Cresham, you said you had one more.

649 Mr. Cresham, just one more comment and I stay off of Facebook. I don't do social media. but  
650 about the fence, so I work in construction. I measured it. I know what the exact linear footage is.  
651 The ballpark number of \$200k to remove and replace is pretty accurate. I got a quote from a guy  
652 that already does work for me, doing commercial and right of way work, doing exactly this stuff  
653 and remove and replace, his cost was \$170,000. Now, if the maintenance facility crew can  
654 remove it at Harmony's cost, which is paid for, he said he could come in and do an installation  
655 for less than \$100,000. So that does cut the cost in half. Do we still want to spend that money?  
656 That's up for everybody to decide whether we want the fence or not. Just to clear the air because  
657 everybody was questioning. I'm hearing word of mouth on the numbers and stuff, it was pretty  
658 close.

659 Mr. Leet, yeah.

660 Ms. Montagna, and by the way, Harmony field staff is removing it at obviously the district's  
661 cost by payroll.

662  
663 Mr. Cresham, so, the correspondence was from the county?

664 Ms. Montagna, of?

665 Mr. Leet, the violation.

666 Ms. Montagna, oh, the violation, yes.

667  
668 Mr. Cresham, what? Who? From whom?

669  
670 Ms. Kassel, the county code enforcement.

671 Ms. Montagna, the county code enforcement.

672 Ms. Boskey, what was the violation?

673 Ms. Montagna, someone called Code Enforcement.

674  
675 Ms. Kassel, it was falling apart and dirty.

676 Ms. Montagna, yeah, and not only the CDD fence, I think they hit the golf course.

677 Mr. Cresham, but we have the right to stand our ground. I mean, can we, it's not the whole  
678 length of the fence. It's like some small sections that I feel we wouldn't have to remove it all.

679 Ms. Montagna, but the problem that we have, again, going into a back and forth, but the  
680 problem that you have is that fence is.

681 Mr. Leet, 20 years.

682 Ms. Montagna, is 20-something years old. Have you ever gone out and, like, looked at it up  
683 close?

684  
685 Mr. Cresham, oh yeah.

686 Ms. Montagna, it's super chalky.

687  
688 Mr. Cresham, I walked all of it. Yes.

689 Ms. Montagna, if you try and pressure wash it, it just disintegrates. So, we can't even  
690 piecemeal because that was the first option of the Board, was.

691  
692 Mr. Leet, it's been done in the past.

693 Ms. Montagna, "Hey, let's go and put just the sections that need to be repaired." Well, if we  
694 did that, now this section's fallen apart, and then it was just a chain of effect. Besides going out  
695 there and hand washing it very lightly is the only way. The rest it's been out there so long. It's  
696 just I don't want to say that out loud.

697 Mr. Leet, to answer that question, since Ms. Montagna brought it up. There are portions that  
698 are on golf course property, there are portions that are on private developers' property. Like, I  
699 believe the part that runs up along Harmony Square Drive is owned by that, property owner. It's  
700 the part along the highway that is in large part owned by the CDD. And for now, the East  
701 Entrance field staff will be removing that. It's not required. We did look into that. We could  
702 rebuild it in the future if there's widespread outreach and money in the budget to do that, but it's  
703 not a hard requirement. So, we are taking it out for now to be in compliance with code  
704 enforcement. It would have had to come down anyway for a new fence to go in. So, we're doing  
705 the interim step now to not incur fees from the county, and we can rebuild it later if we, you  
706 know.

707  
708 Mr. Cresham, So, it's coming down?

709 Mr. Leet, on the east side of the.

710  
711 Ms. Montagna, yes.

712 Mr. Leet, the west side was built more recently. There are maybe a couple sections that still  
713 need upkeep, but the-the whole thing by the west entrance as needed doesn't need to come down.

714  
715 Mr. Cresham, is that Code Enforcement Community Development?

716 Mr. Leet, Osceola County.

717  
718 Mr. Cresham, I know. That's what I'm saying. They have Community Development and  
719 they've got Transportation-Road and Bridge.

720 Ms. Montagna, yes. This is just Code Enforcement. Mr. Cresham, Code Enforcement.

721 Ms. Montagna, if somebody called on your house, it would be the same, it would be the same  
722 Code Enforcement that would come out and violate you if you had whatever in your house.

723 Ms. Phillips, like if you had a fence that was too tall around your yard, it'd be Code  
724 Enforcement that would come.

725 Ms. Montagna, right, same Code Enforcement.

726 Ms. Kassel, same with ours.

727 Mr. Leet, okay, anything else, Mr. Cresham?

728  
729 Mr. Cresham, was there any correspondence back from us to Code Enforcement?



730 Ms. Montagna, yes.

731

732 Ms. Phillips, oh, yes.

733

734 Mr. Cresham, we did?

735 Ms. Montagna, yes. We always have a deadline to respond by. Their next inspection is.

736

737 Mr. Cresham, that's all I needed to hear.

738

739 Angel, yeah, we always have a deadline.

740 Mr. Leet, September.

741 Ms. Montagna, September 19th.

742 Mr. Leet, yeah.

743 Ms. Montagna, they're coming out to make sure what they violated us on is complete. If not,

744 we'll start being fined \$200 a day until it is complete.

745 Mr. Cresham, understood. Thank you.

746 Mr. Leet, had you wanted to address the Board? Anyone else? Three minutes.

747 Ms. Kassel, if you want to address the board, you have to come up this way. Speak into the

748 microphone. Sorry, Kimberly, your name, your address, and then whatever your concerns are.

749 Ms. Rodriguez, I've lived here 10 years. Never did this.

750 Ms. Kassel: Say your full name and your address and then whatever your concerns are. We

751 need it for the public record.

752 Ms. Rodriguez, this is awkward as hell. Kimberly Rodriguez, 3200 Bayflower Avenue. My

753 concerns have been the same concerns for about two years that I've brought to you. They are the

754 hideous-looking, ugliest, oldest, rustiest ass signs all throughout Harmony.

755

756 Mr. Cresham, I second that.

757 Ms. Rodriguez, yes, it's getting to a point now where you peel them back. Like, literally, a kid

758 could take it, peel it, eat it, have a liable lawsuit. They're really, really bad. I sent many pictures.

759 That's it. I don't like being in the spotlight.

760

761 Mr. Leet, thank you. It was mentioned in the previous meeting. It's in the agenda for tonight.  
762 Thank you for bringing that up here.

763

Mr. Chokanis, Ms. Rodriguez went out and got all the pictures that I sent you, so.

764

Mr. Leet, all right. Any other. We saw some people on Zoom. Yes, step right up.

765

Mr. Henley, Terry Henley, 7040 Buttonbush, Loop. Good evening, fellow residents.

766

Mr. Leet, Good evening.

767

768 Mr. Henley, Board Supervisors, and our District Manager. Thank you for your public service.  
769 I'm a new resident as of, May. I'm very happy to choose Harmony amongst a number of  
770 community development districts or cities. My family chose Harmony because it's beautiful, and  
771 it's close to work. Thank you. I have three items I want to discuss tonight. The first is the reserve,  
772 the contingency, the fiscal slack that we have or don't have. The second is the capital  
773 improvement fund. The third is some suggestions. A reserve, it is the fund balance. It's the  
774 liabilities, less assets. So, looking at the financial statements from last year, which I looked at  
775 prior to moving here to see what the financial condition of the Community Development District  
776 was, I saw \$1.2 million. \$1.2 million for approximately a \$2 million budget is more than 50% in  
777 reserve. That's a healthy financial condition. The Government Finance Officers Association  
778 recommends that at a minimum, you have 17%, at the very minimum. So more than 50%, that's  
779 at least six-six months out of the year. Those financial statements were up to 2022. December  
780 31st, 2022. Fast forward, we're seven months later and we're proposing a budget for 2024. I look  
781 at the reserve and I see \$250,000. Okay? There's different slices of fund balance. The reserve or  
782 the assigned fund balance, that is only for the operations of \$250,000 is equivalent to one month.  
783 Let's say calamity strikes in our country of 250 years, a recession or a downturn occurs  
784 approximately every five years. That's 50 in the last 250 years. You can expect a recession. It  
785 happens, so what happens in recessions, you look at your contingency, your reserve, your fiscal  
786 slack. What's our buffer? We have one month of buffer, and now I'm gathering that and this  
787 board has a very tough job because what I'm gathering is that there is a lot of years where taxes  
or assessments didn't go up.

788

789 Ms. Kassel, right. Correct.

790

791 Mr. Henley, Maintenance was neglected, and now all these things are surfacing, which brings  
792 me to my second point. There needs to be a capital improvement fund, and when you put money.  
793 When money like \$450,000 is suggested to go into reserve, it needs to have a name. Is it for the  
794 contingency for recessions, or is it for capital? Or is it for what? Or is it for whatever we think at  
795 the moment? It needs a name. It needs an assignment. To have a capital improvement fund, I  
796 suggest five years and all the items that were mentioned here tonight should go on that list and a  
797 prioritization with the estimated cost, which can fluctuate. And we have professionals here that  
know how to put costs together.

798  
799  
800

Ms. Kassel, may I interrupt you for just a second?

801 Mr. Henley, yes.

802  
803 Ms. Kassel: In our agenda tonight, we have a reserve study set of bids.

804  
805 Mr. Henley, I'm going to talk about that.

806  
807 Ms. Montagna, and we've already had our reserve study. This would just be an update to that.

808 Mr. Henley, Great. I'm going to talk about that.

809 Ms. Kassel, you have three minutes.

810 Mr. Henley, I have one more item, so I suggest for the second item, a capital improvement  
811 fund and it not be co-mingled with the reserve. The third is just some suggestions for  
812 improvement. The financial statements do a great job of providing variances where there's a  
813 discussion of why this is different from last year. However, the budget does not include that and  
814 to address the very first resident that came up and said, "Why is this different?" My suggestion is  
815 that when proposing the budget, just have one line, "Okay, this went up \$20,000." And I thought  
816 the budget was very reasonable, by the way, given the constraints, the administrative costs, lien,  
817 the irrigation, everything makes- it made sense to me because I'm knowledgeable about those  
818 things. However, I really suggest for communication purposes, that we have a variance line, the  
819 variance being the difference between this year and last year. Real simple. "It went up because of  
820 this." I like this budget message that I got, but I was surprised to get it in a newsletter and not,  
821 like, on the website. So, Teresa Kramer, thank you for everything.

822 Ms. Kassel: She's not.

823 Ms. Montagna, here tonight. Thank you.

824 Mr. Henley, that was helpful, so I suggest an executive letter from our manager or our head of  
825 our Board. So those are my suggestions. Take it for what it's worth, but I'm very happy to see the  
826 turnout, and I'm happy that my family and I, that we moved here.

827  
828 Mr. Leet, all right. Thank you very much. Appreciate it.

829 Ms. Kassel, thank you for your due diligence.

830  
831 Mr. Leet, really-really appreciate the participation. Do we have anyone else on Zoom or here  
832 in person that would like to address the board? Okay.

833 Ms. Montagna, can I just get your name and your address?

834 Ms. Spencer, it's Beatrice Spencer, 7011 Beargrass Road.

835 Ms. Spencer, we are here for a little over four years.

836 Ms. Kassel: Beatrice Spencer, right?

837 Ms. Montagna, what?

838 Ms. Spencer, 7011 Beargrass.

839

840 Ms. Montagna, got it.

841 Ms. Spencer, sorry for the accent. I'm working on it.

842

843 Mr. Leet, no, it's okay.

844

845 Ms. Montagna, no, it's been wonderful.

846 Ms. Spencer, I thought you can understand a French accent. At first, I wanted to thank you for  
847 what you're doing because you have very hard work here. It's a very tough job what you guys are  
848 doing, but I was looking at the budget more like a business. I consider the CDD more like a  
849 business, and as a shareholder or as a business owner, no matter from what side I am looking, I'm  
850 quite a little frightened because of, I can agree with the gentleman before who, we don't have  
851 enough reserve, act of God, and we are cooked. We are at foreclosure. You know, it's  
852 happening. People can go foreclosure like it happened a couple of years ago. CDD doesn't get  
853 paid. There is not enough money to pay. And we don't want to go there, so I have a big problem  
854 with the roads, actually.

855

856 Ms. Kassel, the roads?

857 Ms. Spencer, the roads, the alley paving, so what is done, what is done is done, and they  
858 didn't do a good job. If you guys call in an independent engineer or someone between us is  
859 engineer or knows something and checks out the road, he is going to most probably agree with  
860 me. I can scratch the asphalt with my nails, and I got some of the dirt in the middle of the  
861 alleyway. I can just scratch with my nails.

862 Ms. Montagna, okay,

863 Ms. Spencer, so it's kind of crazy. So, I heard there is two more of this scheduled, so it's more,  
864 like, another.

865 Ms. Kassel, no.

866 Ms. Montagna, no.

867 Ms. Kassel, we know. It's not.

868 Ms. Spencer, other alleyways too.

869 Ms. Kassel, eventually, in the future.

870 Ms. Spencer, not with this company. Not right now.

871

872 Ms. Kassel, not right now.

873

874 Ms. Montagna, it'll be in the future. We're done with paving currently.

875 Ms. Spencer, Because it's crazy money. If I can suggest, don't pay. If you didn't pay this  
876 contractor yet, don't pay them. And if you call independent engineers, people who know they're  
877 going to come for it. It's my job. And the second point I wanted to say is the maintenance  
878 building. Again, to save some money, the maintenance building where we were talking by the  
879 lake on the existing concrete.

880 Ms. Montagna, down the little hill.

881 Ms. Spencer, yeah. If we do a nice landscaping around it, it can be actually very nice for  
882 \$100,000, \$120,000. It can be done, a nice, beautiful storage unit. There are no kids. I never  
883 seen. I read the minutes. I never seen kids playing there. I'm walking there four years, at least  
884 twice a day. I never seen kids there. I never seen people. It's only people who coming from  
885 outside, park their car. They walk the dogs in Harmony. and they take their car, so we don't  
886 really have to keep this account, but we would save also another \$200,000. Lots of time.

887 Mr. Chokanis, potentially. Yes.

888 Ms. Spencer, and we could make it pretty with a little planning for not more expensive. That's  
889 all.

890 Ms. Montagna, thank you.

891 Mr. Leet, Thank you very much.

892 Ms. Spencer, thank you for listening.

893 Mr. Leet, absolutely. And, we can take notes. Do we have anyone else in the audience that  
894 would like to speak to the Board?

895 Mr. Leet, okay.

896 Ms. Montagna, Zoom.

897

898 Ms. Kassel, on Zoom?

899 Mr. Leet, several people have joined. No one's indicating that they'd like to speak if that's  
900 correct. All right, thank you, everybody. All right. Getting back to the agenda. All right, first, we  
901 have contractor reports. So, I got the, I apologize, so remind me your name from Benchmark.

902 Ms. Kassel, Nick.

903

904 Mr. Leet, Nick.

905 Mr. Lomasney, yes.

906

907 Ms. Kassel, can I just say right before Mr. Lomasney starts, I apologize. There were some  
908 statements made about how much we have in the current agenda balance sheet. It's on the current  
909 agenda. The balance sheet shows that our operating reserves are \$467,801 operating reserves,  
910 and our unassigned fund balance is \$868,320.

911

912 Ms. Montagna, and yes, and the full alleyway paving has not come out of that yet, which was  
913 \$600,000-plus.

914

915 Ms. Kassel, and that it hasn't, it's not reflected in here. None of it?

916

917 Ms. Montagna, some of it is.

918

919 Ms. Kassel, how much of it is?

920

921 Ms. Montagna, I'd have to look.

922 Mr. Leet, those are broken into 300-300?

923

924 Ms. Montagna, yeah. I think two of the payments have been made, and we still have a  
925 retainage.

926

927 Ms. Kassel, I think about \$450,000.

928

929 Ms. Montagna, we still have a retainage left. I can get that for you if you keep going.

930

931 Ms. Kassel, but we still have about \$800,000 between operating reserves and unassigned  
932 balance, I believe, so we're not in a bad place.

933

934 Mr. Cresham, wait, didn't you say it's over \$600k that is about to come out?

935

936 Ms. Montagna, some of it already has.

937

938 Mr. Cresham, oh, we just don't know what it is.

939

940 Ms. Montagna, no, we do. I do.

941

942 Mr. Cresham, that's for all the recent construction.

943

944 Ms. Montagna, the alleyway paving?

945

946 Mr. Cresham, that's for all of them.

947

948 Ms. Montagna, yes. We've, set it up to where it's on draws. I'm sure you're aware.

949

950 Mr. Cresham, right.

951

952 Ms. Montagna, so we've paid two payments, and we still have a retainage fee until  
953 everything.

954

955 Mr. Cresham, that's all you can do, is hold the retainage fee.

956

Ms. Montagna, that's right.

957

958 Mr. Cresham, they have to pay.

959

960

Ms. Montagna, yes.

961

962

Mr. Cresham, they put it down, so they got to pay.

963 Ms. Montagna, correct.

964 Mr. Cresham, they can hold 10% and that's it.

965 Ms. Montagna, that's right.

966

967 Mr. Cresham, okay.

968

969 Ms. Montagna, and that's what we're doing until an engineer.

970 Mr. Henley, that's a big chunk of change. That's \$60,000 if it's \$600,000.

971 Mr. Leet, we've had a punch list. The District Engineer is on the Zoom call. It's on the agenda  
972 to discuss everything.

973 Mr. Lukens, is the grass punching through the asphalt on that punch list?

974 Ms. Kassel, yes.

975

976 Ms. Montagna, I don't.

977 Mr. Henley, there's a lot on our street, there's a whole.

978 Ms. Montagna, we'll get to that on the agenda.

979 Mr. Leet, and I will say for everyone's benefit any kind of issues like that, if it's an issue  
980 with CDD property, the email address is [cddmaintenance@inframark.com](mailto:cddmaintenance@inframark.com), which should be a bit  
981 more prominent on the new website. Any kind of concerns that you have, that's the best place to  
982 send it to because it gets shared to everyone basically at Inframark.

983 Ms. Montagna, yeah. There's about 15 of us that monitor that email address. I It doesn't have  
984 to be a maintenance issue, it can be anything that you want comes through there, and you're  
985 going to get a response.

986 Ms. Boskey, they respond very quickly.

987

988 Ms. Montagna, yes.

989 Ms. Sledz, water leak, when you see a water leak and.

990 Mr. Leet, yes. Perfect, all right, Mr. Lomasney. Thank you.

991

992



993

994

995 **THIRD ORDER OF BUSINESS** **Contractor Reports**  
996 **A. Benchmark Landscaping ("Benchmark")**

997 Mr. Lomasney, all right, I'm Nick with Benchmark Landscaping. Just wanted to touch base.  
998 The timers, they are obviously being installed or all the way installed. As far as that vandalism, I  
999 will find out as soon as I leave here.

1000 Ms. Montagna, it's right here. So, we received a report today from the irrigation team that  
1001 some of the newly installed rain sensors located on Clock Two, Harmony Square Drive, were  
1002 damaged by vandals. They attached photos of the rain sensors that were installed on 7/20, and  
1003 they found the damage today, which also attached pictures showing the damage. And obviously,  
1004 that's something the Board's going to have to determine today what you want to do because  
1005 obviously, we need those rain sensors.

1006 Ms. Kassel, yeah, so we'll address that after you have done your report.

1007 Mr. Lomasney, absolutely. After they are all installed, we are going to start tracing the lines.  
1008 You know where we were discussing last month, no cable, so areas that aren't getting water, we'll  
1009 be able to hook them up and make those repairs and keep, the broken lines, broken heads, tying  
1010 in, making sure that the sod's all covered and things like that. The maintenance is going routine.  
1011 We're in our peak rain season, but we're still managing the St. Augustine at 4 inches, the Bahia at  
1012 3 inches. We're not falling behind in any areas. There's a couple of areas, by the lake that have to  
1013 sit until they dry, but other than that, it's not got out of hand so far this year.

1014 Ms. Kassel, you have my contact information. I'd like to meet with you sometime in the next  
1015 few weeks, and just go over a few areas that need attention.

1016 Mr. Lomasney, absolutely. We can set up a meeting, email me.

1017 Ms. Montagna, are there proposals? Do you have any proposals?

1018 Mr. Lomasney, I do not have any proposals this month. We're still working on irrigation, and  
1019 that's where our focus is at.

1020 Ms. Montagna, okay.

1021 Ms. Kassel, so the vandalism was, I don't know if you guys saw it, essentially the rain sensor,  
1022 it's a pole sticking up, right and some vandal just bent them over, so they are, the photos I.

1023  
1024 Mr. Chokanis, Mr. Leet, can you throw the pictures up on the screen? Ms. Montagna emailed  
1025 it right before the meeting.

1026 Ms. Montagna, yeah, and I have it up if you need me to email it again.

- 1027 Ms. Boskey, are there any cameras near where they were vandalized?
- 1028 Mr. Chokanis, we can put a game camera in that location.
- 1029 Ms. Kassel, in that location, but there's how many other locations?
- 1030 Mr. Leet, 29, 30.
- 1031 Ms. Kassel, it's like my first thought was, "Oh, let's put a camera," but if we had to put  
1032 cameras up.
- 1033 Mr. Eckert, If I could, this is Mike Eckert. We should, try to refrain from speaking about  
1034 cameras, camera locations and security systems.
- 1035 Mr. Leet, agreed. Again, public meeting, so this will all be on public record and everything.  
1036 That is something we can discuss with District Management. But I'm showing the pictures we  
1037 have now.
- 1038
- 1039 Ms. Kassel, that was straight up, now it's bent over?
- 1040 Mr. Henley, yeah, that's not being bent over by wind? Mr. Leet, now I don't know on the  
1041 case of those if it's just the conduit could be replaced, or if the sensor, or if the control boards, or  
1042 anything, are, in fact, missing. Ms. Montagna, do you at least want to pull that discussion up to  
1043 now, or what's the best way to do this?
- 1044 Ms. Montagna, yes, we're talking about landscape. He's going through his report. Now would  
1045 be the time, what the Board wants. I mean, obviously, you know what the obvious solution is.  
1046 You've got to replace them.
- 1047 Mr. Chokanis, I mean, can we get authorities involved? I mean, I know the.
- 1048 Ms. Montagna, well, yeah.
- 1049 Ms. Kassel, we should report it to the police.
- 1050 Ms. Montagna, we definitely, and I will send this to the Sheriff's Department and make an  
1051 official police report. But in the meantime, the Board will need to give Benchmark authorization  
1052 to replace those, get them fixed.
- 1053 Ms. Kassel, well, probably the sensors themselves are fine. It's just the conduit.  
1054
- 1055 Ms. Montagna, yeah, I do not know.
- 1056 Ms. Montagna, Brett, do you know that?

1057 Mr. Lomasney, we're about to do an investigation as to what's good, what's not. And I would  
1058 know next week what our plan of action. I mean, what is currently vandalized, what's needed,  
1059 what we can keep.

1060  
1061 Mr. Leet, I saw Benchmark was on the call earlier. Was that you, Mr. Perez?

1062 Mr. Perez, yep, I am here.  
1063 Mr. Leet, okay.

1064 Ms. Montagna, so are the rain sensors salvageable or not?

1065 Mr. Perez, yeah, they should be. I believe it's just the wires that are inside. We'll have to  
1066 check those, but it's the metal conduit that the rain sensors sit on top of that were bent. The clock  
1067 should still be in place. Those boxes lock, so they shouldn't be able to get in there, but it's the  
1068 conduit. That metal conduit running up the side was. They just decided to hang on them.

1069 Mr. Leet, yes. Well, we do have one of the pictures. I don't know if that's whoever took the  
1070 pictures opened up the box, or we. Okay. Okay.

1071 Mr. Perez, yes, that's us doing our inspection after they were put in.

1072 Mr. Leet, okay. Okay. Okay, good.

1073 Ms. Kassel, so the sensor itself, which is on the end of the conduit should be fine, and the  
1074 wire inside the conduit should be fine. Just replace the conduit, which is pretty cheap, so I think  
1075 we can authorize, I don't know, not to exceed \$100. I mean, with labor, I mean, it's a lot less  
1076 expensive. The conduit's cheap, but it's the labor.

1077 Mr. Leet, well, Benchmark, what would your thoughts be?

1078 Mr. Lomasney, I think that we should just go over and look at it and take inventory.

1079 Mr. Leet, okay, and then in keeping with our procurement policy, Ms. Montagna might be  
1080 able to just, if the amount's low enough, be able to authorize. Okay.

1081 Mr. Lomasney, I will get how many pieces we would need in time to fix what's currently  
1082 destroyed. It does only look like the conduit, the wiring, and the sensors, and the timer looks to  
1083 be fine. Every box gets locked once it's closed by us every time. So, they don't have access to the  
1084 significant parts.

1085 Ms. Montagna, okay, did you guys turn in a proposal for the 6850 Sundrop?

1086 Mr. Perez, yes, that was sent this morning.

1087 Ms. Montagna, oh, so no? Okay. That will be on your next agenda to do that. What's the  
1088 status of the irrigation, with what you guys have done so far?

1089 Mr. Lomasney, okay, so now that the timers are in place and the sensors are in place, we'll do  
1090 our inspections. And then like I said, we'll continue tracing the lines, reactivating lines that have  
1091 been dormant for years, and re-hooking that up. And we'll do that with each timer. You know,  
1092 some aren't fully functioning right now. Every zone and everything's working fine. And so, we'll  
1093 go right on down the line, and make those repairs as we come up to them. So, we'll immediately,  
1094 jump from the timers to repairs.

1095 Ms. Montagna, it's in progress, but it's moving on.

1096 Mr. Lomasney, correct, yes, all of this month. All of July that was our priority, and it's going  
1097 to continue to be our priority until it's complete.

1098 Ms. Kassel, and how much of the.

1099 Ms. Montagna, not to exceed (NTE)?

1100 Ms. Kassel, not to exceed have you gone through so far?

1101 Mr. Lomasney, right now we're on the timers. That starts immediately after. We're getting  
1102 them all.

1103 Ms. Kassel, but the timers were not part of the not to exceed of the repair.

1104 Mr. Lomasney, exactly. Right, so we haven't started on the repairs yet. We're doing the timers  
1105 and sensors first.

1106 Ms. Kassel, I see. We still have all of that not to exceed that hasn't been used yet?

1107 Mr. Lomasney, right.

1108 Ms. Montagna, okay.

1109 Mr. Lomasney, yes, so we're not, we haven't got into that, so we're only finishing the timers  
1110 up.

1111 Mr. Perez: Ms. Kassel, could I add that too if I may? So, some of the repairs we made, to the  
1112 lay-down yard, for example, during the asphalt alleyway work, the lay-down yard had zones  
1113 down, a clock that wasn't functioning. So, some of the not to exceed \$20,000 work was done  
1114 prior if that makes sense. So, we went ahead and made the repairs to that clock in those to get  
1115 them up and going so that could have functioning water, so when we laid the sod in the lay-down  
1116 area everything was working. Those charges would be lumped into that NTE of \$20,000. What  
1117 Nick's getting at, we're putting a new clock in, or the new clocks in, and we're hooking the wires  
1118 up, and we're putting zones on. If we run into a zone where it was not firing, part of that NTE  
1119 would be us tracking. I know there were some questions like, "Okay, what's your timeframe?  
1120 What's your schedule on completing this?" That's very hard to put a timeframe on tracking a  
1121 wire, especially out there with all the oak roots and all the work that has gone on in the past. So,  
1122 some wires have maybe one knick in it, and we're able to splice it and make that repair right  
1123 there and move on. Others, we make that repair to that first knick in the wire, and then run the  
1124 ohms on it again, and it's still not firing. We have to then trace again from that point on. So, it

1125 could take a little bit time, but that's where that \$20,000 of NTE is going to dump into it, and our  
1126 goal is to hopefully come in under that.

1127 Ms. Montagna, okay, so let's see. I'm just trying to follow up here on this stuff that is still  
1128 outstanding. The Board tabled summer annuals for June and July install, is that something you  
1129 want to move forward with now or do we need to continue to wait?

1130 Ms. Kassel, they look pretty awful right now, but it is also going to be hard to put something  
1131 in that's going to do well for two months until September however, I will say that there's a bunch  
1132 of dead annuals that need replacement, right? Because your contract requires that if the annuals  
1133 die, they're replaced prior to the next contract.

1134 Mr. Lomasney, I'll have to talk with Jacob on that and then we can follow up in our meeting.

1135 Ms. Montagna, yeah, we tabled the proposal for.

1136 Mr. Perez, are these still the spring annuals?

1137 Ms. Kassel, yes.

1138 Mr. Perez, yes, we would be into the summer annual rotation so that would be like those  
1139 spring annuals would die.

1140 Ms. Kassel, those spring annuals were installed pretty late.

1141 Mr. Perez, well, that was due to irrigation concerns, though.

1142 Ms. Kassel, yes, but they're not that old. They haven't been sitting in there forever so it's not  
1143 like.

1144 Mr. Leets, right, the spring- the spring annuals like cooler weather too. So, I mean, we could  
1145 throw in Pentas now and be pretty solid, but.

1146 Mr. Lomasney, yes, it would be a concern putting and do it from there.

1147 Mr. Perez, we can work on that, but yes, I mean the annuals for spring went in late because  
1148 the irrigation wasn't functioning. I'm not sure how we would be responsible for replacing annuals  
1149 under the contract requirements due to the fact that the cooler season annuals had to go through  
1150 hotter temperatures and not survive.

1151 Ms. Kassel, well, then, they shouldn't have been put in when they were put in. Those annuals  
1152 should not have been selected to be put in at that time.

1153 Ms. Montagna, okay, so do you want him to remove the ones that are dead?

1154 Ms. Kassel, yes. I'm not asking for a full replacement of everything, just the ones that are  
1155 dead.

1156 Ms. Montagna, yeah. Just what's dead, and then instead of doing the summary annuals that we  
1157 tabled for \$3,500, we'll just do the Fall.

1158 Ms. Kassel, yes. We'll talk about them next month. I won't be here, but we can talk about  
1159 them next month. We can approve that contract next month and they can go in in September.

1160 Ms. Montagna, correct. Okay. The next thing is the board table, the removal and replacement  
1161 of St. Augustine and Zosyia grass at Needle Grass.

1162 Ms. Kassel, at Needle Grass?

1163 Ms. Montagna, at the pocket park.

1164 Mr. Lomasney, I looked into that.

1165 Ms. Montagna, Needle Grass Lane Pocket Park?

1166 Mr. Lomasney, right. You remember the last meeting when we were discussing it and you  
1167 thought we were being proactive. That particular location showed up on that inspection and it  
1168 was said to be addressed, so it was brought to our attention and then we had discussed putting it  
1169 in later..

1170 Ms. Montagna, the Board wanted it tabled until September, so I just want to make sure you're  
1171 still okay with waiting until September. It wasn't anything important.

1172 Mr. Lomasney, oh, okay.

1173 Ms. Kassel, yeah. No. We talked about tabling it until September, because to put in new sod  
1174 right now.

1175

1176 Mr. Lomasney, we're on the same page with that.

1177 Ms. Montagna, Okay, so we're still good with September for that. Okay, so that'll be  
1178 September.

1179 Ms. Kassel, I had a list and I forgot to bring it.

1180 Ms. Montagna, Harmony Benchmark replaced, timer controller for SAT 23, Proposal 1077-  
1181 975.

1182 Mr. Lomasney, Satellite 23.

1183 Ms. Montagna, okay.

1184 Ms. Kassel, I thought that was included in the.

1185 Ms. Montagna, it was. Just wanted to make sure from Mr. Lomasney if it's accurate or if it  
1186 needs to have another proposal added on to that.

1187 Mr. Lomasney, no.

1188 Ms. Montagna, no, we're good?

1189 Mr. Lomasney, yeah.

1190 Ms. Montagna, that was just from the last meeting.

1191 Mr. Lomasney, right.

1192 Ms. Montagna, if the 975 covered the whole thing because there was a question. So, we're  
1193 good on that?

1194 Mr. Lomasney, we're good on that.

1195 Ms. Montagna, all right. That's all I have as far as follow-up items that we have for you.

1196 Ms. Kassel, I'll just say as a report because those bulbs, there were bulbs that residents have  
1197 donated to the CDD and they got installed a couple of weeks ago and some of them have already  
1198 started flowering. They were sitting in a garage for several months, two garages for several  
1199 months, and they are installed and they're doing beautifully. We hope to get some more  
1200 donations of bulbs or whatever, because we have some other areas that need to be filled, so just a  
1201 happy update for once.

1202 Ms. Montagna, all right.

1203 Mr. Lomasney, that's all I have.

1204 Ms. Montagna, yes, just shoot me an email about what's going on with the rain sensor so we  
1205 can get that knocked out. Okay?

1206 Mr. Lomasney, right, okay. Absolutely.

1207 Ms. Montagna, all right, perfect.

1208 Mr. Lomasney, I will get in touch with you this week. We'll have them.

1209 Mr. Lomasney, all right. You guys have a great day.

1210 Ms. Montagna, thanks. Thank you, you too.

1211

1212

1213 **FOURTH ORDER OF BUSINESS** **New Business**

1214

1215 **A. Discussion regarding FY 24 Budget**

1216

1217 Mr. Leets, next under new business, Ms. Montagna, we have a discussion regarding the FY  
1218 24 budget.

1219 Ms. Montagna, okay, so I'm going to give a recap to everyone that is here, where we are and  
1220 what we are doing. So, tonight was initially going to be the budget hearing which was the  
1221 adoption of the 2024 budget and also for the Board to go through it if there were any more cuts  
1222 that they wanted to make to the current budget that I'm sure all of you have seen that has been  
1223 out there. So, what ended up happening is after they approved their proposed budget, we sent it  
1224 off to the County, like we're supposed to do, and it came back with them saying, and we had sent  
1225 out the letters because by statute we have to send out letters to every parcel owner if there is an  
1226 increase. We started getting when Leah sent it in, the County said, oh, wait a minute, you can not  
1227 include parcel L because it is not within the boundaries of the District, which is why the 55 and  
1228 up community never received an assessment letter. Well, we've been assessing tract L for  
1229 however long, so Leah went back and said, "No, there's a mistake on your part. We've been  
1230 assessing them. They are well within the boundaries of the District." Well, they're like, "No, no,  
1231 no, it's not. It's not." We got together with our documentation that we had, got with the engineer,  
1232 David Hamstra, got everything to prove that, no, it is in the District, and then all of a sudden the  
1233 County, and we have a whole email chain with the County that the Board has seen it, Counsel  
1234 has also seen it as well, where they said, "Oh, yeah, you are right, we have the information."  
1235 Then it was rectified, but the problem is now we had to move the budget hearing back to August  
1236 because not every resident got their assessment letter. So now, you're all going to get the  
1237 assessment letter again, same information's going to be on it. However, now the missing lots and  
1238 resident owners that did not get one will now get one. We could not come tonight and have a  
1239 budget hearing where some that did not get their letters would not be able to participate in that  
1240 conversation in the budget hearing and we have to open it up to, obviously, public comments.  
1241 Well, they wouldn't have their letter. Some of you do, but that section did not, so, we had to push  
1242 it back to August. So tonight, we have the budget discussion again just for the Board. I don't  
1243 know that there was any intent to make any changes or do anything tonight. I think they're still  
1244 all contemplating this stuff and see if there's things that can be cut out of it for the August 11th  
1245 meeting, which we can do in real-time, and on.

1246 Mr. Leet, I mean, what?

1247 Ms. Montagna, I mean August, I'm sorry not 11th, the 24th and make any changes because  
1248 that will be the final budget. Okay? Right now, it's just the proposed budget, still have time to  
1249 make changes. We can't go any higher than what your letter stated the proposed budget is, but  
1250 they can bring it down. We put it on the agenda for a budget discussion so I could let that  
1251 knowledge be out there and the Chairman asked us to put a specific public comment period on  
1252 the budget, which some of you already spoke about it, but now we will open it up to anybody  
1253 who wants to speak specifically on the budget. Again, you're more than willing to do that. You'll  
1254 still have the three minutes again, but it will be specific to the budget and that's all. Board  
1255 members, unless you have any comments before we open it up to the public.

1256 Ms. Kassel, go ahead.



1257 Mr. Leet, I was going to say, speaking for Mr. Chokanis, but does it sound like a good time to  
1258 pull it up.

1259 Ms. Montagna, that would be a good time for this.

1260 Mr. Chokanis, if you want to pull it up? I did some historic, well, not historical, but went back  
1261 to about 2015 and reviewed the revenue versus the expenditures for each fiscal year.

1262 Mr. Leets, I might need a moment to fix that.

1263 Ms. Kassel, just an FYI, I think Ms. Montagna knows, I will not be here on the 24th. I will be  
1264 here on the 31st, but obviously that's not an option now.

1265 Ms. Montagna, I'll make a note of that. So, while Mr. Leet's doing that, being that Ms. Kassel  
1266 will not be here, we need to make sure that we have quorum because we cannot push this budget  
1267 hearing out any further than that date or we will miss the deadline. I know Ms. Kramer will be  
1268 here, but if there's anyone else that's not going to be here, please let me know prior to.

1269 Ms. Kassel, I will say, Ms. Montagna, while he's getting that up, a concern that Ms. Sledz had  
1270 about the budget was about the meeting room cost, but I think that should be restated because  
1271 that's for transcription cost, it's not for meeting room, right?

1272 Ms. Montagna, it's for a combination of things. It is essentially and I believe did Ms. Kramer  
1273 sent you a very lengthy, I have it, I was copied on it, Teresa Kramer, the Chairman, sent you a  
1274 lengthy answer to all of your questions.

1275 Ms. Sledz, the only one I got was Ms. Kassel.

1276 Ms. Montagna, oh.

1277 Ms. Kassel, that's it.

1278 Ms. Montagna, I have Ms. Kramer's, that explains it in there, but anyways, if you find it  
1279 maybe in your junk or something, but so the meeting cost, the reason for that, we don't pay  
1280 meeting cost for this room, they were nice enough to let us use this for free.

1281 Ms. Kassel, for now?

1282 Ms. Montagna, for now. Obviously, it's a model home, so eventually it's going to go away,  
1283 right? They're going to sell it. And so, we would have to then pay for meeting cost. So, the  
1284 money was left in there, because eventually that is coming, and also, this Board does verbatim  
1285 minutes, which is literally, you've seen them, they're 90 pages plus long.

1286 Mr. Leets, can you forward that email to?

1287 Ms. Montagna, yes. That is why that's in there, to cover minute cost, because we may get a  
1288 service to do those verbatim minutes, so they get done a lot quicker because right now, those  
1289 minutes are taking roughly about 24 hours to do. Then the Chair reviews them, and then other

1290 Board members review them and send back their revisions. It's just a very lengthy process and to  
1291 ensure that we get them done on time so they're in the agenda so all of you are able to see them,  
1292 we are looking into third parties to do those. That is why that cost is in there.

1293 Ms. Montagna, you can just start going over it Mr. Chokanis, and when he shows up the  
1294 picture it'll make sense.

1295 Mr. Chokanis, there's years on the top columns. The rows are revenue, which is basically our  
1296 fiscal budget that we agreed on. The expenditures are what we paid for, whether you ran over,  
1297 and then there's another line item beneath that says over or under, and it highlights if the Board  
1298 ran over, under. There's another row underneath that is called rate increase. That tells you from  
1299 year to year if there was a rate increase, but it's technically not the rate increase that we do here.  
1300 It's basically if there was reserves pulled from that year to cover extra expenses. That's where if  
1301 you look into the budgets, it says adopted budget. Am I correct?

1302

1303 Ms. Montagna, that is correct. What essentially, you're saying is your assessments may not  
1304 have increased, but the budget increased, and reserves were used to cover that increase in your  
1305 budget. Therefore, you didn't see it in your assessments. That's essentially what you're saying.

1306 Mr. Chokanis, right. You essentially paid for it because well, someone paid for it, either it's  
1307 coming from the reserves or it's coming from our general fund, but these are the actual true  
1308 numbers that really tell you the real rate increases from year to year. So once Mr. Leet pulls it up,  
1309 I'll be able to give you some information. There is a plot on basically our revenue that we get  
1310 from everyone each year for the O&M and there's also inflation rates.

1311 Ms. Montagna, yes, so he went back to 2015 to current year, 2024.

1312 Ms. Phillips, actually, I had started to do this myself.

1313 Ms. Kassel, so did you email this to us because I don't see it?

1314 Ms. Montagna, no.

1315 Mr. Chokanis, I emailed it to her right before.

1316 Ms. Phillips, I just took a picture on my phone.

1317 Mr. Chokanis, I posted it on Facebook. All right. So yeah. So, like I said, the top rows the  
1318 first row is the fiscal year, you go on to the revenue, which is basically the money we collect  
1319 from the community each year. The expenditures are what we actually paid for that year and the  
1320 over and under is basically showing you if you ran over or you saved money. Going to the rate  
1321 increase, that really calculates what was the next fiscal year's bump from, say, 2016, 2017 tells  
1322 you the rate increase. The Chairman, I just capture that because Berube was giving me a hard  
1323 time. So, then inflation rates, I pulled from the US inflation rate website, but like I was saying  
1324 before, if the revenue, if we have a revenue of say the first column and we overrun, that year we  
1325 did not increase rates, we had to pull from reserves to pay for all those expenditures. Technically,

1326 no one saw a rate increase that year, but we pulled from our reserves, and that took away from  
1327 our overall funds. Basically, that rate is the real rate that we incur year to year, whether it's a plus  
1328 or a minus, but at the end of this table, you can see, it's at the end of the table, it's \$43,420. That's  
1329 the total over, under that we've had in the last eight years.

1330 Ms. Montagna, that's the average.

1331 Mr. Chokanis, average, but that doesn't include all the money we took out from our reserves.

1332 Ms. Montagna, correct. What this also says is, and these things, anything you see in the red,  
1333 that has to be done by a budget amendment every year, because that means we overran the  
1334 budget, right? So, then we do a budget amendment at the end of the year, and we have to cover  
1335 those expenses. Because the auditor is going to be looking at that. There's a third-party auditor,  
1336 an independent audit company that the District does an RFP and they hire, and they do an  
1337 independent audit of not only the District's financials, but they also make sure Inframark or the  
1338 management company is doing what they're supposed to be doing as well. So that's the gist of  
1339 what you're seeing. And I didn't go back all the way. I don't know if you did, as far as when  
1340 assessments have increased. Ms. Kassel, you probably know better than anybody. No?

1341 Mr. Leet, before last year.

1342 Ms. Montagna, yes, before last year.

1343 Mr. Leet, I guess there had been a streetlight small increase for a couple of years that was  
1344 then rolled back. but before that, I want to say it was close to 10 years.

1345 Ms. Montagna, that there was no increase.

1346 Mr. Leet, right.

1347 Mr. Chokanis, so I really would like to point out, though, from 2015 to 2020, we did not raise  
1348 rates at all.

1349 Ms. Phillips, that's right.

1350 Ms. Montagna, right.

1351 Mr. Chokanis, no increase in rates. So, everyone's now like, "Why are we raising rates so  
1352 much?" It's because we had almost a 2% inflation every year of costs and expenditures. Now, we  
1353 hit the 20-year mark and all these things are falling apart and we are way behind the curve, and  
1354 we don't have funds and reserves, so that's why we need to cover our expenses and have a little  
1355 extra money just in case things break down.

1356 Ms. Montagna, I can make sure that this chart is attached to the minutes, but once the Board  
1357 approves the minutes for tonight, I'll make sure this chart is put in there.

1358 Mr. Leets, then it can go as an attachment to the meeting as well on the website.

1359 Ms. Montagna, correct. Mm-hmm. Yep.

1360 Mr. Leets, again, something Ms. Montagna brought up earlier, when we accepted the  
1361 proposed budget back in May, we cannot add to that. So we had to think of whatever the worst-  
1362 case eventuality might be, which, again, speaking about a maintenance facility, whether we do  
1363 the cheaper or the more expensive option, we could have potentially, proposed a smaller budget  
1364 increase, want to say it was maybe like a 6% or something like that, but, really, that would have  
1365 limited our we would have had no choice but to put the maintenance facility at the on that  
1366 existing foundation at the park, which not to cut Mr. Hamstra off, I know he has some discussion  
1367 on that tonight. There are maybe some questions over all of the potential costs to that being  
1368 reflected? So that's why we needed to shoot high with the proposed budget, and again, depending  
1369 on what we discuss tonight and at next month's adoption meeting, it could back down from that.

1370 Ms. Montagna, it could, potentially, whichever way the Board decides to go with that. At this  
1371 time, unless the Board has any more discussion, I would open it up to audience and then three  
1372 minutes and then we can move on through the rest of the agenda.

1373 **i. Public Comments on FY 2024 Budget**

1374 Mr. Chokanis, does anybody have any questions with the chart?

1375 Mr. Cresham: I do, and it's just because I'm new to the.

1376 Ms. Kassel, just state your name again.

1377 Mr. Cresham, oh. My name is Mike Cresham, 7417 Wingspan Way, just because I'm new to  
1378 the community, so obviously, we got slammed between the past year because we've been putting  
1379 stuff off. And you look at the revenue and you got, you know, three new communities added, so  
1380 you went up over \$500,000 in your revenues, but your expenditures, obviously, went up almost,  
1381 a million bucks. I'm not questioning the dollar amount, just what was it?

1382 Mr. Leet, so the three communities, that doesn't increase our revenue.

1383 Mr. Leet, the revenue is pretty flat even though they're.

1384 Mr. Chokanis, we own, we pay for the land every year. It's the same kind of. Basically, it's.

1385 Mr. Cresham, I'm not talking profit, though. Revenue, money coming in.

1386 Ms. Montagna, every community is paying from the very beginning. It's not like.

1387 Mr. Leet, I thought that, too, though.

1388 Ms. Montagna, as the, let's say, the Enclave just was built just now, let's just say and it started  
1389 today, and it's built out in 10 years. They're paying from day one.

1390 Ms. Kassel, the development.

- 1391 Mr. Leet, the previous landowner.
- 1392 Ms. Phillips, the land they live on.
- 1393 Ms. Montagna, yes. Whoever. Yes.
- 1394 Ms. Kassel, the North is now being covered, it has always been covered.
- 1395 Ms. Montagna, they've always.
- 1396 Ms. Phillips, it's always been covered.
- 1397 Ms. Montagna, they've always.
- 1398 Ms. Phillips, whoever owned that property where your house is now, they've been paying  
1399 since day one.
- 1400 Ms. Montagna, right.
- 1401 Mr. Leet, yes. As part of the budget package that goes through, every neighborhood by letter,  
1402 including, neighborhood M, which is by where the stables were, doesn't exist yet. It still has an  
1403 assessment entry and is being paid right now by the current landowner, even though there are no  
1404 homes on there yet.
- 1405 Mr. Chokanis, yes, if you are asking about our revenue in 2023, that was the adjusted fiscal  
1406 we added money to because we had to pay for the new road or the new alleyways, the new  
1407 pavement.
- 1408 Mr. Cresham, new pavement. Okay.
- 1409 Mr. Chokanis, that's why you see it. So, the revenue is not really what we asked the  
1410 community to pay for that, but that year, we actually took out of our fund to pay for the land.
- 1411 Mr. Cresham, all right. That makes sense. Sometimes you get paid for that.
- 1412 Ms. Kassel, and for 2024, we're including a hefty amount because we need to build a new  
1413 community maintenance facility.
- 1414 Mr. Cresham, right, right, right. I understand.
- 1415 Ms. Kassel, and so that's going to be a large number, and we will be hearing from our  
1416 engineer soon regarding what he's learned.
- 1417 Mr. Leet, I'd say percentage-wise, I don't think it even then, I don't think it was as much of an  
1418 increase as we had from, '22 to '23. But the question is, as we mentioned earlier, we did have the  
1419 landscaping, you know, even though we tried to stay with our previous landscaper, their bid went  
1420 up, and we are required by law to rebid those types of contracts every, I believe, five years or  
1421 three.

1422 Ms. Montagna, it's a good, it's good practice. I mean, you can do a renewal, but it's good  
1423 practice for a large. That's one of your largest contracts in the District.

1424 Ms. Kassel, but we are, actually, so we can have a three-year contract with two one-year  
1425 renewals, but after that five-year period, we are required, we must go out to bid.

1426 Mr. Cresham, yes, so thank you for clarifying that. On this.

1427 Mr. Rafferty: I'm disturbed that all of a sudden, we've got. I don't see a.

1428 Ms. Kassel, I'm sorry, can you wait until he's done, please?

1429 Mr. Cresham, sorry, I just had a follow-up question - to the revenue. So, it doesn't have to do  
1430 with new communities. It's been paid since the beginning. So why does that number?

1431 Ms. Montagna, it fluctuates, so I'm thinking you took this revenue from what we collected.

1432 Mr. Chokanis, the adopted.

1433 Ms. Montagna, this revenue is what we collected. Some people may not pay their taxes, some  
1434 people do, and I'm assuming that's where you took it from, right?

1435 Mr. Chokanis, 2020, '21? That was the adopted budget.

1436 Mr. Cresham, from 2020 is a million-dollar difference. If we're saying that it should have  
1437 been stagnate, basically, I know it's going to fluctuate a little bit, maybe \$100,000 here or there.

1438 Ms. Montagna, well, in '22, assessments went up. That's why.

1439 Ms. SpencerPhillips, no, but why is 2024 a million dollars more than 2021?

1440 Mr. Chokanis, well, because we're also covering for the cost that we incurred in 2023.

1441 Ms. Phillips, but where's the revenue coming from?

1442 Mr. Cresham, that's not the revenue. I understand that the expenditures are going to go up  
1443 exponentially because of that. But genuinely, I don't understand. If the developer has typically  
1444 been paying for North and for over here in South Lake, why does it fluctuate?

1445 Mr. Leet, they didn't go up in that time span between 2015 and '22. They didn't go up  
1446 appreciably because the Board kept the assessments at the same rate.

1447 Ms. Montagna, right.

1448 Mr. Leet, so even though new neighborhoods were being built and were switching from  
1449 developer paying it to homeowners paying it, the assessment set by the Board was staying the  
1450 same. Roughly, the revenue through that time was staying the same. Last year, after having done  
1451 this reserve study and knowing we needed to repave the C1 and C2 neighborhoods, we had a

1452 larger assessment increase, '22 going into '23. That's reflected here and that's where it went up for  
1453 the first appreciable time on the entirety of this graph here and.

1454 Ms. Kassel, because it's \$600,000, 600-something-thousand dollars just for that project.

1455 Mr. Chokanis, right.

1456 Ms. Kassel, and then in 2024, it's just gone up. We just put \$450,000 in reserve money to  
1457 build this new facility.

1458 Mr. Cresham, you raised the assessment, that's why revenue went up, and it's hard to project  
1459 what your expenses are going to be.

1460 Mr. Leet, and the 2024 expenses will in large part be dominated by what we end up doing at  
1461 that facility.

1462 Mr. Cresham, everybody's experiencing the same, not just the CDD, but everybody in the  
1463 market. You try to project, and you try to save, and then you end up spending more than what  
1464 you have.

1465 Mr. Chokanis, we're also in a place where it's almost uncomfortable that we don't have  
1466 enough money in the bank for when the stuff expires.

1467 Ms. Phillips, we didn't want to take the fence down. Everybody loved the fence, but the cost,  
1468 we just had other things we have to take care of, and but there's always the future. The same with  
1469 the restroom.

1470 Mr. Leet, Gentlemen. Thank you, Mr. Cresham. Yes?

1471 Mr. Rafferty: I'm Steve Rafferty.

1472 Ms. Kassel, can you come up here and state your name and your address, please? Thank you.

1473 Mr. Leet, watch your head.

1474 Mr. Rafferty, I'm Steve Rafferty, 3313 Sagebrush. It's a little disturbing that the next two  
1475 years, because people weren't thinking ahead in the years past, that we're now going a 30%  
1476 increase and a 15%. That's a lot of increase in two years and nothing was done to prevent that  
1477 earlier in the process. So, I don't understand why, all of a sudden, we all have to be saddled with  
1478 this and no one thought about this ahead of time. If you're supposed to have those reserves built  
1479 in, you're supposed to look forward saying, this life, it's 10 years, whether it's the pipes, it's the  
1480 asphalt or whatever. We need to plan to have that money to redo those, but it doesn't look like  
1481 that was done.

1482 Ms. Kassel, so I have been on the Board for 14 years, and I have been pushing for a reserve  
1483 study from the get-go. We had the engineer do a sort of reserve study, but not exactly. I kept on  
1484 pushing the Board to collect more revenues. I was only one member of the Board. The other four  
1485 members said, "We have plenty of money. We have plenty of money. We have plenty of

1486 money," every time I brought it up. So, I'm only one Board member. I was only one Board  
1487 member.

1488 Ms. Montagna, and I brought up the reserve study last year or the year before and said that,  
1489 because I manage quite a few districts, I've been doing it for a while and I am a proponent of  
1490 reserve studies. It is not something that you have to follow to a T, but it's definitely a starting  
1491 point, right? It tells you. It lays it out for you. And not only for five years, this lays it out for you  
1492 for 15 or 30 years. And they put the cost of inflation in it and cost of increase of material and all  
1493 that. And then we get it updated every so often to make sure those numbers are accurate. The  
1494 Board did do that, and we do have that. And we actually have some proposals on here tonight to  
1495 get an update to the one we currently have with current costs. So and I think this Board is pretty  
1496 diligent of looking at that and trying to plan out for that, which is why you're seeing the increases  
1497 to make sure you don't get in this situation again, if that makes sense.

1498 Mr. Rafferty, yes. The other Boards that you're on or districts that you cover, do they have the  
1499 same type of increases in theirs?

1500 Ms. Montagna, yes, but I will tell you, as Ms. Kassel just pointed out, most of my districts,  
1501 and I'm not trying to play one against the other, because every district is different and it's not  
1502 right, wrong, or otherwise, okay? But typically, what happens is most Boards will do a 2% to 3%  
1503 increase every year. So therefore, you're building it up, and those, it's a very slight increase, so  
1504 you really don't feel it, kind of. You feel it, but you don't feel it, because if you bust it out over  
1505 12 months and you're only charged annually, right? Maybe it's a cup of coffee, maybe it's two  
1506 cups of coffee, but when that is not done and then all of a sudden it has to be done and you're hit  
1507 with something like this, then it's like, "Whew, I feel it." Right? So, there's different ways to do  
1508 it. None of them are right, wrong, and otherwise, it's what the board wants to do. You have to  
1509 remember Board members are also residents. So, when they're sitting up here trying to make  
1510 these decisions, they are also thinking of it as being in your shoes. "I'm a resident too. Do I want  
1511 my residents to have a 5%, 10%, 15% increase?" And a lot of times, more than none, they don't,  
1512 because they are sitting in the same situation you are, and sometimes, unfortunately, you just  
1513 have to bite the bullet sometimes, but again, no right, wrong way to do it. Everybody's different,  
1514 but most of the time you see a 2%, 3% increase, at least enough to cover inflation or cost of  
1515 living, and then you don't get to this point, unless there is a major thing that comes up and they  
1516 have to do maybe a one-time assessment or something for a project or something like that, so  
1517 that's why you see this. I don't know if that helps you.

1518 Mr. Rafferty, no, it's still disturbing, but yes. Thank you for your time.

1519 Mr. Cresham, oh, and the other thing is, not that I'm defending spending more money, but and  
1520 I hate to say that word, but if it's just a couple of years later, the pandemic was a real thing. It hit  
1521 the economy hard. And I know in the construction industry it took a couple of years to really hit  
1522 us, but that wave has come strong. And I started, it started what? 2020? And it's not surprising to  
1523 see that it's now starting to hit us between '22 and '23. It does suck. You hope that you can plan  
1524 better, but I understand we're human.

1525 Mr. Leets, thank you, Mr. Cresham. Is there anyone else on the Zoom or here in person that  
1526 would like to address the budget specifically?



1527 **B. Consideration of Resolution 2023-09, Resetting the FY 24 Budget Hearing**  
1528

1529 Ms. Kassel move to approve Resolution 2023-09.

1530 Mr. Leets Which is setting the date for the Fiscal Year 2024 budget hearing.

1531 Ms. Montagna, August 24th. 6:00 PM, here. So, Ms. Kassel?

1532 Ms. Kassel, I've made a motion.

1533 Ms. Montagna, second?

1534 Ms. Phillips, I will second.

1535 Mr. Leet, okay. We have a motion to approve resolution 2023-09, setting the resolution wrap-  
1536 up.

1537 Ms. Kassel, to reschedule.

1538 Ms. Montagna, it's just rescheduling from July to August.

1539 Mr. Leet, rescheduling from July to August 24th at this location. Any further discussion  
1540 before taking a vote? All right. I'll call the question. All in favor?

1541 All, Aye.

1542 Mr. Leet, all opposed? Motion passes unanimously.

1543      Ms. Montagna, perfect.

1544	
1545	Ms. Kassel made a MOTION to adopt Resolution 2023-09,
1546	Resetting the FY 24 Budget Hearing to August 24, 2023 at 6 pm.
1547	Ms. Phillips seconded the motion.
1548	Motion passed unanimously.

1549

1550 **C. Consideration of Resolution 2023, Resetting the Assessment Hearing**

1551 Ms. Kassel, move to approve Resolution 2023-10, which is amending resolution 2023-06 to  
1552 reset the date of the public hearing on imposing special assessments for the next fiscal year 2024,  
1553 providing a severability clause and providing an effective date.

1554 Ms. Montagna, correct.

1555 Mr. Leet, all right. We have a motion.

1556 Mr. Chokanis, I'll second.

1557 Mr. Leet, Mr. Chokanis has seconded. Any further discussion? All right. I will call the  
1558 question, all in favor?

1559 All, Aye.

1560 Mr. Leet, all opposed? Motion passes unanimously. All right. Going back to the agenda. We  
1561 are now up to.

1562

1563 Ms. Kassel made a MOTION to adopt Resolution 2023-10,  
1564 Resetting the Assessment Hearing to August 24, 2023, at 6:00 pm.  
1565 Mr. Chokanis seconded the motion.  
1566 Motion passed unanimously.

1567 Ms. Kassel, we still have Lucas's.

1568 Mr. Leets, oh, okay. We're now to old business. And we have a consideration of reserve study  
1569 proposals.

1570

1571 **FIFTH ORDER OF BUSINESS** **New Business**

1572

1573 **A. Consideration of Reserve Study Proposals**

1574 Ms. Montagna, so this. When we say proposals for reserved study, I just want to make sure  
1575 we're clear, this is just to update your current reserve study.

1576 Ms. Kassel, Ms. Montagna have you worked with Facility Advisors of Florida? Have you  
1577 worked with them?

1578 Ms. Montagna, I have not, but let me tell you, your lovely engineer sent me an email because  
1579 he has worked with some and has not worked with some. And he basically said, which he's on  
1580 the line, he could do it, but basically, he said this is what he would share if he was ranking the  
1581 proposals. Number one is Community Advisors. Number two is Facility Advisors. Fees seem  
1582 awfully low for a CDD of Harmony's size. And number three, Independent Works, they have no  
1583 CDD experience, so.

1584 Ms. Kassel, the Community Advisors is \$10,400.

1585 Ms. Montagna, \$10,400.

1586 Ms. Kassel, and Facilities Advisors Florida is \$3,650.

1587 Ms. Phillips, now, is that cost for a new one or to update the one we have?

1588 Ms. Kassel, no, this is an update.

1589 Ms. Montagna, this is also without a site inspection, and some of them have a site inspection.  
1590 And I would advise, if it was me, I would go with the one who does a site inspection, because if  
1591 you don't do a site inspection, what they're going to do is they're going to go on Google Earth.  
1592 They're going to look at anything and then they're going to look at your old study and, kind of,  
1593 just go by that, but if they're physically eyes on, seeing what you have here, I think that's a better  
1594 thing. And again, that's just my recommendation.

1595 Mr. Chokanis, you get what you pay for, right.

1596 Ms. Phillips, I'm sitting here thinking everyone's going to get mad at us if we do this. In the  
1597 long run it's going to pay off.

1598 Mr. Leet, all right, so again, it's the Community.

1599 Ms. Montagna, Community Advisors.

1600 Ms. Kassel, Community Advisors, that's the \$10,400 one. Is it possible where you can request  
1601 an onsite, a price for onsite?

1602 Ms. Montagna, that's proposal with onsite inspection. I believe that's a new proposal, and then  
1603 the update with site would be \$4,300.

1604 Mr. Leets, that was for Community.

1605 Ms. Montagna, Community Advisors.

1606 Mr. Leet, okay, and they were the ones that do not have CDD experience?

1607 Ms. Montagna, no, they do. The one that does not is Independent Works, LLC.

1608 Mr. Leets, okay. I apologize.

1609 Ms. Montagna, no, that's okay.

1610 Ms. Philips, who did we have our last one with?

1611 Ms. Montagna, Reserve Advisors.

1612 Ms. Kassel, they don't want to work with us anymore.

1613 Ms. Montagna, Reserve Advisors. He would not sign our contract because, the legal stuff that  
1614 your legal counsel put in there, that needs to be in there, and he just for whatever reason refused  
1615 to do it. Which was really shocking, because it's pretty standard. Why he would not agree to it, I  
1616 do not know.

1617 Mr. Cresham, can we throw the 3,500 number at the 10,000 guys and say, "Look.

1618 Ms. Kassel, no. It's actually not. It's for just an update, not a full reserve study from scratch.

1619 Ms. Montagna, yeah.

1620 Ms. Kassel, with the site visit is \$4,300.

1621 Mr. Cresham, they're only 600 bucks apart?

1622 Ms. Kassel, yes.

1623 Ms. Montagna, correct.

1624 Ms. Phillips, they're going to take our other one and update it?

1625 Ms. Montagna, yes.

1626 Ms. Phillips, oh, okay. Okay.

1627 Ms. Kassel, yes. So, move to approve Community Advisors' proposal for fiscal year 2025. It's  
1628 2025, not 2024. That's my only question.

1629 Ms. Montagna, yeah, I think that might've been, I'll talk to them.

1630 Ms. Kassel, yeah.

1631 Ms. Montagna, if there's an issue, I'll let you know.

1632 Ms. Kassel, for \$4,300, because David is recommending them as number one.

1633 Ms. Montagna, got it.

1634 Mr. Leets, okay. We have a motion to accept the proposal from Community Advisors. Do we  
1635 have a second?

1636 Ms. Phillips, I'll second.

1637 Mr. Leet, okay. We have a motion and a second, do we have any further discussion?

1638 Unknown Speaker, do we not negotiate? I'm sorry, I'm just sitting here baffled. Do they just  
1639 give you the ability to say okay?

1640 Mr. Leet, just the update for the fiscal year.

1641 Ms. Montagna, yeah. There's no negotiation for that. I'm sorry, what was that?

1642 Ms. Phillips, well, we have three bids.

1643 Ms. Montagna, second?

1644 Mr. Leets, right. Okay, yes. Ms. Phillips just seconded. And so yeah, I'm sorry, this isn't  
1645 directed at anyone, but we had the community or sorry audience Comments. All this update and  
1646 that's that, and that's fine. Seriously, I used to show up to these meetings and just film them for  
1647 Facebook. So, I haven't seen this many people here. I love it, but we do need to keep the meeting  
1648 going forward. So, we have a motion and a second, to approve the proposal by Community  
1649 Advisors in the amount of

1650 Ms. Kassel, \$4,300.

1651 Mr. Leet, \$4,300.

1652 Ms. Kassel, for a reserve update with a site visit.

1653 Mr. Leet, with an onsite visit. Any further discussion?

1654 Mr. Chokanis, just the update to the fiscal 2025?

1655 Ms. Kassel, yes. Ms. Montagna will clarify.

1656 Ms. Montagna, yes. I'll get with them and get it cleared.

1657 Mr. Leet, okay. And, well, we'll just-- For that discussion, so that's saying they would be  
1658 giving us, "Here's your numbers that we think should go in your fiscal '25." If we're approving  
1659 fiscal '24 next month, they're not going to give us anything meaningful to go into that, so we're  
1660 going to clarify?

1661 Ms. Montagna, they're going to take the reserve study that we had done, and they're going to  
1662 update it for fiscal year '25, and I will clarify that. That's my understanding.

1663 Mr. Leet, Okay. I'll call the question, all in favor?

1664 All, Aye.

1665

1666 Ms. Kassel made a MOTION to approve Community Advisor's  
1667 Reserve Study proposal with an onsite visit for \$4300.  
1668 Ms. Phillips seconded the motion.  
1669 Motion passed unanimously.

1670 Mr. Leet, all opposed? Motion passes unanimously. All right. Next, we have consideration of  
1671 shed proposals. Uh, am I correct, this is, uh, a shed for.

1672 **B. Consideration of Shed Proposals**

1673 Ms. Montagna, okay, so what ended up happening is we emailed the County because we still  
1674 have the Conex buildings out there, which we have to get moved. We are currently in violation.  
1675 They did give us an extension on that. We did ask them what about if we were able to do a shed  
1676 for the garden to put their stuff in. They said, yes, we can. We can do up to 250 square feet,

1677 which obviously isn't large. I know there's a termite issue out there, so it was recommended not  
1678 to do wood, but to do a metal building. So, that's where it is. It would be purely be a shed, no  
1679 installation, just something for storage, the tractor, supplies and stuff like that. And then you  
1680 would be able to sell your Conex building to Celebration for \$2,000, which they are waiting on.

1681 Mr. Chokanis, oh, yes, the shipping containers.

1682 Ms. Phillips, are we selling both? I thought we had two shipping containers.

1683 Ms. Montagna, and we will buy them both.

1684 Ms. Kassel, Celebration will buy them.

1685 Mr. Leet, we being?

1686 Ms. Montagna, correct, not me.

1687 Ms. Phillips, are we keeping one and selling one now? Or are we selling both right away?

1688 Ms. Montagna, It's up to you.

1689 Ms. Phillips, well, when you said buildings, I wasn't sure if you meant.

1690 Ms. Montagna, yes, I don't know what will fit in that shed.

1691 Ms. Ash-Mower, it's 12x20. 12x20.

1692 Ms. Montagna, yes, 12x20.

1693 Mr. Leet, 240 square feet, so then.

1694 Ms. Kassel: But, I see that that are that the joists underneath and within are wood, so, I'm  
1695 wondering what.

1696 Ms. Montagna, I don't know. I just received that email, Ms. Kassel, that said, "Hey, we should  
1697 go with a metal building because there are termite issues."

1698 Ms. Kassel: So, I don't, like, I haven't gone through, There's nothing to indicate the Allen's  
1699 factory outlet, what the differences are between the three proposals, and there is also not much in  
1700 terms of there is no interior design.

1701 Ms. Ash-Mower (Community Garden Representative), is there a new one for a steel building?

1702 Ms. Phillips, there will be one.

1703 Ms. Kassel, you still have what does the structure look like?

1704 Ms. Montagna, so the shed outlet is 12x20 with 240 square feet, no insulation at all. Sunshine  
1705 Structures, they did a couple of different things. They did a 10x20, eve gray with white trim, two  
1706 48-inch MHD, one with full glass, two windows, no electric, \$7,500, we don't pay tax, so that's  
1707 excluded. Or a 10x20 streamlined beige with white trim, one 48-inch MHD full glass, three  
1708 windows, and electric for \$7,180, which I don't know, maybe you want electric, I don't see why  
1709 you would. We don't pay tax. Or a 10x20 eve gray with black trim, double door, nine light on  
1710 each door, one window, no electric, pre-owned for \$7,465.

1711 Ms. Kassel, I think we should. I don't think we should go with anything with a window door.

1712 Ms. Montagna, okay.

1713 Ms. Kassel, I think the proposal from Allen's, I don't know if you can get it up on the screen.

1714 Mr. Leet, yeah, it's page 78 of the agenda.

1715 Ms. Montagna, was that 12x20, 240 square feet?

1716 Mr. Leet, yes. All right.

1717 Ms. Kassel, so there are three proposals from Allen's, but it's not clear what the differences  
1718 are. They're all 12x20. They all have a man door with just a little diamond window in it on one  
1719 side, and a garage door on the other side. So, they're all the same dimensions. I don't understand  
1720 what the difference is between them. I haven't gone through. There's nothing to indicate what the  
1721 differences are, and there are price differences, right? They go from \$5,025 up to \$6,313. I don't  
1722 know what, I don't know what the differences are.

1723 Ms. Phillips, you don't have one for the Allen's factory?

1724 Ms. Kassel, yes, that's what we're talking about, but we have no photographs of what the  
1725 inside looks like. We have three proposals from them, right? Three options.

1726 Ms. Phillips, from them?

1727 Ms. Kassel, there's from Allen's. With three different prices, but there's no. We don't, without  
1728 going through line by line, printing them out, and, you know, like, there's no-- there's nothing to  
1729 indicate what the differences are between these three prices. I mean, all the models look the  
1730 same.

1731 Unidentified Speaker, but if we look at the descriptions, it probably tells you.

1732 Ms. Montagna, yeah.

1733 Ms. Kassel, yes, but we only got this agenda. It's a 342-page agenda, and you would have to  
1734 print them.

1735 Mr. Chokanis, well, that's the point of the discussion that we're just going to make decision.

- 1736 Ms. Kassel, I think we should table it.
- 1737 Mr. Chokanis, oh, well, then that's fine. I'm with that.
- 1738 Ms. Ash-Mower, what I looked at was we would put in a slab. We want one door on one end,  
1739 we want a garage door on the other end. No windows. And it was about, yes, but.
- 1740 Ms. Kassel, yes, but we have three proposals from them and they're all different prices, but  
1741 the pictures all look the same. The descriptions are, like, 25 or 30 different items in the  
1742 descriptions. I guess with a 342-page agenda, I did not have time to print out and go line by line.  
1743 I'm suggesting we table this to the next meeting.
- 1744 Mr. Leet, well, it sounds like, we'd like some clarification.
- 1745 Ms. Montagna, I'm going to tell you now, you need to make a decision.
- 1746 Mr. Leet, right.
- 1747 Ms. Kassel, yeah.
- 1748 Ms. Montagna, because you're on a tight timeline for the Conex buildings out there unless I  
1749 can ask for another extension, I don't know that you're going to get it, and if we pass the  
1750 deadline, you are going to be fined \$200 a day.
- 1751 Ms. Phillips, but all of these pictures have got windows, don't they?
- 1752 Ms. Montagna, yes, you can tell them you don't want a window.
- 1753 Ms. Phillips, oh, okay.
- 1754 Ms. Ash-Mower, we just want one door, one ordinary door on one end, and we want a garage  
1755 door on the other end.
- 1756 Ms. Kassel, I understand, but all three options from them show the exact same building.
- 1757 Ms. Ash-Mower, we just want a metal door.
- 1758 Mr. Chokanis, if we have to make a choice, I think we should go through it.
- 1759 Ms. Ash-Mower, it was about \$6,000 when I looked at it.
- 1760 Ms. Kassel, there are three options. One is \$6,300. One is.
- 1761 Mr. Leet, oh, hold on a second. There is.
- 1762 Ms. Kassel, \$5,800, and one is.
- 1763 Mr. Leet, I'll tell you this, there is- there are links in this quote. So, I mean.



- 1764 Ms. Montagna, yes.
- 1765 Mr. Leet, there's a chance we can just pull this up and see if we can get our question answered  
1766 on here.
- 1767 Ms. Ash-Mower, can you scroll that down, that drawing?
- 1768 Ms. Phillips, the link, they didn't work, I tried them earlier.
- 1769 Mr. Leet, oh, got this one here.
- 1770 Ms. Montagna, so, I mean, it tells you.
- 1771 Ms. Ash-Mower, that's the building.
- 1772 Mr. Leet, right. So, we have the size picked out here. We have the color, and everything is  
1773 picked out. I see there's a window on the door there.
- 1774 Ms. Phillips, she doesn't, well, we can do it without the window.
- 1775 Mr. Leet, well, we can. I understand.
- 1776 Mr. Chokanis, Mr. Leet, can you rotate the.
- 1777 Ms. Montagna, I can tell you what the differences are. If you pull up the spec sheets on each  
1778 one, they're listed out. The spec sheets are on here. Let's just say, for example, that they're both  
1779 12x20 vertical roof metal garages.
- 1780 Ms. Kassel, for all three?
- 1781 Ms. Montagna, okay, but, like, I'm looking at this one. So, the difference with this one,  
1782 Allen's, sorry.
- 1783 Ms. Kassel: Yes, but which? There are three from Allen's. Which one from Allen's is it?
- 1784 Ms. Montagna, correct. I'm comparing the \$6,313 to the \$5,823.
- 1785 Ms. Kassel, why not the \$5,025?
- 1786 Ms. Montagna, I have that. I just don't have that in my hand at the moment. I can compare  
1787 that one too, but if you look down on these two, it seems like the change, the only differences  
1788 are. And by the way, these are not on a slab. It's either ground or gravel. We would pour the slab.  
1789 That's not a problem.
- 1790 Ms. Montagna, insulation options on the one that's \$5,823, it's insulated roof only. On the one  
1791 that's \$6,313, it's fully insulated roof and sides. So that's the difference there the insulation type,  
1792 you've got woven R17 insulation roof only to a double bubble insulation on 9-foot leg height.

- 1793 Mr. Leet, this is a shed, so.
- 1794 Mr. Chokanis, can you tell if any of the three are not insulated at all.
- 1795 Ms. Kassel, probably the \$5,000 one. Let's see. Where's the insulation line?
- 1796 Ms. Montagna, okay. Guys, this is going to be an easy way to do this. I've got the three  
1797 Allen's proposals right here. That's what you're wanting to really look at are the Allen's ones, it  
1798 appears.
- 1799 Mr. Leets, I agree, yes.
- 1800 Mr. Chokanis, let's ask her. I think she doesn't, you don't want any insulation. Is that correct?
- 1801 Ms. Ash-Mower, no insulation. No.
- 1802 Ms. Montagna, no insulation is needed.
- 1803 Ms. Ash-Mower, no, there's no. None is needed. And we can put in our own electric and our  
1804 own water.
- 1805 Ms. Kassel, and that seems to be where the difference is.
- 1806 Ms. Kassel, so then move to approve Allen's factory outlet 12x20 vertical roof metal garage  
1807 for \$5,025.50, including delivery and installation.
- 1808 Ms. Ash-Mower, is that on a slab or ground?
- 1809 Ms. Montagna, no, all of these are ground or gravel.
- 1810 Ms. Kassel, they don't offer a price with that.
- 1811 Ms. Ash-Mower, yes, they do. Yes.
- 1812 Ms. Montagna, so, everyone that they presented is either on the ground or gravel.
- 1813 Ms. Ash-Mower, well, that is Mr. Castillo's fault.
- 1814 Mr. Leet, well, there is not a price difference on their website. They don't give a price  
1815 difference.
- 1816 Ms. Ash-Mower, okay, but that's Mr. Castillo's fault because I asked him to put it on a cement  
1817 slab.
- 1818 Ms. Kassel, no, but the field services people can make that cement slab. We do not need a  
1819 price from Allen's.
- 1820 Mr. Chokanis, they're going to charge us a lot more.

1821 Mr. Leet, so, yes, so field services can take care of that. So, we have a motion to accept the.

1822 Ms. Kassel, 12x20 vertical garage for \$5,025.50.

1823 Mr. Leet, I'll second that.

1824 Mr. Leets, okay. We have a motion and a second. Hold on, everybody. Do we have any  
1825 further discussion of this proposal? And I will add some detail if there's some questions on what  
1826 exactly is going on here. Do we have any further discussion? Okay, so I'll say this is not to give  
1827 the entire back story, but the CDD had a rental trailer that they were using for their office and a  
1828 storage container or shipping containers that they were using as a garage for storing vehicles,  
1829 equipment. And we've discussed the maintenance facility, but that's going to take time to build,  
1830 that's going to take time even to get permitted through the county, as our engineer will talk about  
1831 later tonight. So, in the meantime, those shipping containers and construction trailer are not  
1832 allowed to be back there by the Planned Development that is on file with the County. The trailer  
1833 has already been removed and field services has set up actually in a concession area at the  
1834 Ashley Park Pools on a temporary basis. What we need now is to do something about those  
1835 shipping containers. And we found that with the County that in association with the garden,  
1836 which is an approved use of that property back there, that we can have a small, shed structure not  
1837 to exceed 250 square feet. So, this is to give us something that we can have available for storage  
1838 that has the blessing of the County and will tide us over. And we will have you see them after the  
1839 maintenance facility is complete, it will still be there and be usable by the Community Garden  
1840 that we have back there. But in the meantime, that will give us some kind of storage that has the  
1841 blessing of the County, which as of right now, we do not have and are imminently facing code  
1842 enforcement fees.

1843 Ms. Montagna, correct.

1844 Unknown Speaker, there's a small shed that's there that we use for gardening.

1845 Ms. Ash-Mower, that small shed, we are hoping, once the garden can have the big shed, that  
1846 that small shed would be used for chemicals only, because a lot of chemicals sprout legs and  
1847 walk. So, we need to keep it locked.

1848 Mr. Leet, okay. Okay. So, do we have any more discussion on the Board?

1849 Mr. Chokanis, just to make a note of the concrete slab for the shed. that is what I was going to  
1850 do.

1851 Ms. Kassel, Field services is going to put in a concrete slab for this.

1852 Ms. Montagna, They can. I mean, yes.

1853 Mr. Leet, okay. And then, well, do we need to do anything?

1854 Ms. Montagna, okay. So, you want to approve this with field placing slab?

1855 Mr. Leets, okay. And if that's all good for how our motion is phrased and everything, I'll call  
1856 the question. All in favor?

1857 All, Aye.

1858 Ms. Montagna, good. So Kerul made the motion. Who seconded?

1859 Mr. Leet, Lucas.

1860 Ms. Montagna, Lucas. Okay.

1861 Mr. Leet, all opposed? Motion passes unanimously.

1862

1863 Ms. Kassel made a MOTION to approve Allen's Shed proposal 1864 for the shed without insulation at a cost of \$5025,50, with Field 1865 Services providing a slab. 1866 Mr. Leet seconded the motion. 1867 Motion passed unanimously.
---

1868 Ms. Montagna, now my next question is, so when we get this done, which we will start on  
1869 immediately, get it done, see what all we can move into there and then see what all is left at bare  
1870 minimum, if we can at least empty one of those, you know, then you might have some interest  
1871 other than Celebration that wants to purchase these, look at them, purchase them.

1872 Mr. Leet, Okay.

1873 Ms. Montagna, then we can throw it out there.

1874 Mr. Leet, okay. Then we already have a standing policy for.

1875 Ms. Montagna, Surplus items?

1876 Mr. Leet, yes.

1877 Ms. Montagna, absolutely. And I will tell you we already got, for anyone who is interested in  
1878 maybe purchasing these, Celebration already got a quote, which I'm happy to share with anyone  
1879 who wants it to move both of them. And you, if they were to move one or both, it is \$1,000 to  
1880 move it wherever they want, wherever it needs to be moved. So, if you only did one, I'm sure it'd  
1881 be like \$500.

1882 Ms. Phillips, one more thing. This is, if we get rid of one container, but we still have one  
1883 because we don't have enough space, will the County fine be less than it was going to be?

1884 Ms. Montagna, no.

1885 Ms. Phillips, so it's all or nothing with them.

1886 Ms. Kassel, so at the last meeting, several Board Members and residents offered their garages  
1887 as temporary storage. What's the status?

1888 Mr. Leet, or is there anything else that we need to discuss relating to.

1889 Ms. Montagna, we talked to the Chairman and also, legal is on the call. As management, I am  
1890 going to tell you that is a bad idea, and you should not do that. Even if you enter into agreements,  
1891 things can happen, and it is a lot of liability for the District. And Mr. Eckert can tell you  
1892 something different if he feels that it is fine. He did say he is happy, obviously, it's a Board  
1893 decision, to do that. It is not the recommendation of management and then Mr. Eckert can give  
1894 you his opinion on it.

1895 Mr. Leet, okay. So, the follow-up question then would be if we've approved getting this small  
1896 shed in place, do we need to discuss now or possibly action to take place, assuming we maybe  
1897 are not able to find storage for everything that is in those two shipping containers right now.

1898 Ms. Montagna, So, my goal is, not that you've agreed on a shed, it is to reach back out to the  
1899 County and say, we're having the shed put in that you said we could, we're doing that. We'll be  
1900 able to fit whatever we need to in that shed. And then we still have this, can we get an extension?  
1901 They also did agree on a maintenance facility location and a plan. So maybe if we have all those  
1902 plans in place, they'll be more apt to give us an extension. I do not know if they will.

1903 Ms. Kassel, and if they do not, then what?

1904 Ms. Montagna, I don't know.

1905 Mr. Leet, we will cross that bridge when we get there.

1906 Ms. Kassel, well, why don't we ask Mr. Eckert his thoughts on our legal counsel.

1907 Mr. Leet, just to stay ahead of that.

1908 Ms. Kassel, because he had talked about creating some license agreements.

1909 Ms. Montagna, yes. Absolutely.

1910 Mr. Eckert, yes. So, this is Mike Eckert. For the record, we did create a license agreement. I  
1911 think we sent that out. But I agree with Ms. Montagna. I think this is a very generous offer by  
1912 people in the community,

1913 Ms. Montagna, absolutely.

1914 Mr. Eckert, but I would not recommend it.

1915 Mr. Leet, Understood. So, I guess we would have at least until next month to let the action of  
1916 getting the shed ordered and everything, showing the County working in good faith to address  
1917 the issue. So, we don't need to take any further action right now, it sounds like, but maybe just be  
1918 thinking of what is next.

- 1919 Ms. Montagna, obviously thinking of some different opportunities that we could do. I think  
1920 moving forward with the shed, I think that's the first step. I can let them know we've done that,  
1921 obviously the community maintenance facility is on the agenda. Whatever you do with that, I  
1922 will be able to provide them. At least you have a plan. You're moving forward, you're trying to  
1923 get this accomplished. I think they are nice people, and the fence will be done before our  
1924 deadline. So, we have hopped on that.
- 1925 Mr. Leet, yeah. More good faith.
- 1926 Mr. Chokanis, I think we're showing them we're making progress, so they'll work with us.
- 1927 Ms. Montagna, yes. We're making progress.
- 1928 Ms. Kassel, we're trying.
- 1929 Mr. Chokanis, is it because the Conexes are visible or because they are permanent?
- 1930 Ms. Montagna, it's back there it was.
- 1931 Ms. Kassel, they were never permitted.
- 1932 Ms. Montagna, they were never permitted to be.
- 1933 Mr. Cresham, at their location.
- 1934 Ms. Montagna, correct.
- 1935 Ms. Kassel, at their location.
- 1936 Mr. Cresham, so if we pay the guy a thousand bucks to temporarily move them to where the  
1937 maintenance facility is going to be, could it just stay there temporarily?
- 1938 Ms. Montagna, that I don't know.
- 1939 Mr. Cresham, because it is temporary, I mean, it is only five days, the \$200 a day that that  
1940 would be already a thousand bucks, your money is well spent moving it out of their sight, out of  
1941 mind.
- 1942 Ms. Kassel, well, here's the thing, if we move them from where they are, we're probably  
1943 going to have a lot of resident pushbacks, even though they are temporary because if we move  
1944 them to Five Oaks Drive, there are going to be ugly shipping containers visible to everybody. If  
1945 we move them down to Lakeshore, oh, my God, that's going to be.
- 1946 Mr. Chokanis, I thought we were not going to keep them at all.
- 1947 Unknown Speaker, where's the maintenance facility going to be?
- 1948 Ms. Kassel, we're not sure.

1949 Mr. Leet, right. We'll be discussing that later. The two possibilities, There's an existing  
1950 concrete slab that is along the walkway, down to Buck Lake on CDD property. We'd ask our  
1951 District Engineer to get more information on, can we truly just plop a metal building on top of  
1952 that, or is there going to be other expenses, site prep and everything versus we have a very  
1953 complete survey and, site plan for putting a similar sized building on, across from the new dog  
1954 park along Five Oaks, on the driveway going back to the turf maintenance facility which is a bit  
1955 more expensive because that is a building up a brand new site, parking lot, foundation, utilities,  
1956 and so on. That is what we are trying to discuss later on. So yes, maybe once we figure out what  
1957 that plan is, putting the containers could be an option, but both of those are going to be much  
1958 more visible to the community than where they are now.

1959 Ms. Montagna, Correct. But I think at this point I think a little bit of resident complaining is  
1960 going to have to be what it is, because you're going to start getting fined. My question, Mr.  
1961 Hamstra, are you on, can you hear?

1962 Ms. Ash-Mower, how much is in those containers? Do you know?

1963 Ms. Kassel, Mr. Castillo's not here.

1964 Mr. Hamstra, I'm here now.

1965 Ms. Montagna, Mr. Hamstra, is there any restriction if we were to move the two shipping  
1966 containers from the area they are in now, and let us just say, put them on that piece of concrete. I  
1967 don't know where, but let's just use that for an example. If we were to put it on that concrete slab  
1968 on the way down to Buck Lake temporarily, is that doable? Or would we need some sort of  
1969 permit or anything like that?

1970 Mr. Hamstra, I am almost positive it requires a type of screening as it's not going to be  
1971 considered compatible with that land use.

1972 Ms. Montagna, what? Wait.

1973 Ms. Kassel, not going to be considered compatible with the land use.

1974 Ms. Montagna, okay.

1975 Mr. Cresham, but, even as a temporary unit?

1976 Mr. Leet, okay. Well, that's an eventuality if we're not able, if we're not granted any more  
1977 leniency by the county, so.

1978 Ms. Kassel, and if we don't have any enough room in this 12' by 20' unit.

1979 Mr. Leet, correct. So, we have a few possibilities before it comes to that. I think what the  
1980 consensus is, is we don't need to answer that question right now. We have a lot that we're going  
1981 to be figuring out in now our three-hour meeting and going, still counting, to the point that we  
1982 don't need to take any further action on this agenda item right now. Do you agree, Ms.  
1983 Montagna?

1984 Ms. Montagna, yeah. I mean, obviously, you are not going to be able to, and that's something  
1985 Mr. Hamstra and I can talk about offline, to see if maybe we can work out something with the  
1986 County and get a temporary place to put something or something like that.

1987 Mr. Leet, right.

1988 Ms. Montagna, yeah, go ahead.

1989 Mr. Leet, fingers crossed. Okay. Next item is consideration of the transcription service  
1990 proposals.

1991 **C. Consideration of Transcription Services Proposals**  
1992

1993 Ms. Montagna, so your transcription proposals, as we talked about at the last meeting, this  
1994 Board wants verbatim minutes, which is totally fine, but the time and making sure they are out in  
1995 a in a reasonable amount of time so the Board can look at them instead of having to look at them  
1996 at the last minute and get them back in. So, these are what these are based on. We have also tried  
1997 Zoom. I see Mr. Leet has it on now. We will see how that turns out. And these proposals,  
1998 basically, we did a trial run with one that has human transcription, and it was a lot better because  
1999 they do recognize the speakers. Because unless you specifically announce I'm Ms. Montagna,  
2000 then they do not know and it is very hard, and to sit and listen to three hours, which, really, if  
2001 you double it, you have to listen to six hours because you're constantly backing up listening and  
2002 that. So those are the proposals that you have in here.

2003 Ms. Kassel, so what about Zoom?

2004 Mr. Leet, So, we tried to do it last month. There had been an issue, but it is on right now, and  
2005 you can see on the screen, there's a wall of text going by that's doing a decent job of catching  
2006 what I am saying in real time, putting it on there. The issue is the format it is meant to go on a  
2007 closed-caption service. So, every second is broken up. So, in this second, here are the words put  
2008 on the screen, and the only identification we would have is what caller is speaking. So, Harmony  
2009 CDD is going to be the only speaker for 99% of that meeting.

2010 Ms. Montagna, That's right.

2011 Mr. Leet, Someone on Zoom, it will show, "Okay. This Zoom speaker, David Hamstra, said  
2012 this word at this second," but it's still not the full, "Supervisor Kramer said this. Then Nick from  
2013 the Benchmark said that" that we would like to have, and we're getting--

2014 Ms. Phillips, what if we all signed into Zoom in the meeting would it work?

2015 Mr. Leet, Just from a technical standpoint, I do not think that would work. We have had  
2016 issues in the past of just the one up link of the video here dropping out sometimes. So now, we  
2017 only have one soundboard. Not a bad idea, but when--

2018 Ms. Montagna, we put in a test into Zoom. We put in a test into Teams, too, to see what it  
2019 would spit out, and essentially, it gives us this big glob of text, but we would still have to really



2020 go through it and redo it. So, it would be double work, and you would be paying for. You know  
2021 what I mean? It just, it doesn't make sense.

2022 Ms. Phillips, How long has this Board been doing the verbatim minutes?

2023 Ms. Montagna, I don't know. I've told this Board before, Counsel's even told this Board we  
2024 never recommend verbatim minutes.

2025 Ms. Phillips, no, I don't like them.

2026 Ms. Montagna, because that's why you listen to the audio if you want verbatim. Minutes are  
2027 to be summary, motions, action items, but that does not mean the Boards can not do verbatim  
2028 minutes. And this Board is one who likes to do verbatim minutes, so.

2029 Mr. Leet, so, okay, well.

2030 Ms. Kassel, I like verbatim minutes because when residents want to know how we came to a  
2031 decision, they can go to the minutes, and they can look. The minutes are searchable, so you can  
2032 just go and look. I think verbatim minutes are the way to go. I believe in them.

2033 Mr. Chokanis, can they go to the recording as well?

2034 Ms. Montagna, yes.

2035 Mr. Leet, okay, well, so about that, so the audio recordings have always been available from  
2036 Inframark anytime a resident can go and request that. I will say for about the last year and a half  
2037 now, since we've been doing the meetings on Zoom, those are being recorded, as the meeting  
2038 takes place, and it'll be me pulling them down after a fact, but there is a YouTube channel where  
2039 the files are also uploaded. If there are technical issues where it drops out during the meeting. So,  
2040 that YouTube just like there's no comments on the Zoom meeting here, that YouTube is, it's for  
2041 reference, but it's not considered the official recording. We have that here. But I guess what it  
2042 comes down to is yes, Inframark had been doing that for a number of years. There was a time  
2043 where it just was not being done. I think it comes down to cost.

2044 Ms. Montagna, yes. It takes a lot of time. It is just as you have seen, I do not know how many  
2045 of you have read the minutes, but they can be anywhere from 80 to 100 and some pages. It is a  
2046 lot.

2047 Mr. Chokanis, so, who does this? You guys, do it?

2048 Ms. Montagna, right now the contract when they decided they wanted verbatim minutes,  
2049 which was before my time, it was contracted to do, and I don't know where this number came  
2050 from, \$275.

2051 Mr. Chokanis, Per meeting?

2052 Ms. Montagna, Per meeting. And that I can tell you right now, it does not even remotely  
2053 cover because our administrative, like anyone else, understands, we do not have one person

2054 dedicated to just Harmony. They have eight districts. So, when they are spending 24 to 28 hours  
2055 on minutes and then the Board gets them and they review them as well, so now you're talking,  
2056 it's a lot. So, to get them done more productively, that is the point, right? To get them done  
2057 efficiently and productive and get them out on time, we just thought it would be better to go a  
2058 human service.

2059 Ms. Kassel, three out of our six proposals are between \$320 and \$356 per meeting, yes. So it's  
2060 about \$4,300 to \$4,200 a year between \$320 and \$356 per year, but I feel like, just from my  
2061 perspective, because we do go into detail of how we come to the decisions that we come to in the  
2062 minutes, if we have summary minutes, it is all lost. You have to listen to or watch the whole  
2063 meeting, or listen to and wait for when it comes up in order to understand how we came to the  
2064 decision we made.

2065 Mr. Leet, okay. Now, one thing I'll add to that. So, it's something, it's been on my list to do,  
2066 and I think with the website being done externally now, I might be able to finally get to it, but  
2067 with a YouTube video, you can put chapters in there, so you can.

2068 Ms. Montagna, we can close caption.

2069 Mr. Leet, if you want to go, okay, here's "Click here for the landscape report, click here for  
2070 the engineer's report," It does not take listening to the entire three-hour meeting to find the one  
2071 point. It does take some work on the front end to make that happen. I do not know. So, my  
2072 thoughts.

2073 Ms. Montagna, on these, Mr. Leet, and to speak to Ms. Kassel's point, so the first two on here,  
2074 the one we sent the June 29th meeting, it was 3 hours and 51 minutes. It was 97 pages. So, the  
2075 online conversation and transcription with Otter Pro is \$8.33 per month billed, \$100 annually or  
2076 \$16.99 billed monthly. That is just online conversation and transcription. Okay? The human  
2077 transcription, which is flawless transcription, is \$2.25 per minute, and it's total for what we gave  
2078 them would be \$519.75. If you go just transcript, it's \$355.74 or which is \$5.25 per page, which  
2079 is \$509.

2080 Mr. Leet, So, these were just estimates that we got. We did not actually do any of these to see  
2081 what the quality of the output was, correct?

2082 Ms. Montagna, no, we did the, online, the Otter Pro. That's where we sent it in. And again, it  
2083 was like this, it was just all text conversation.

2084 Mr. Leet, right.

2085 Mr. Chokanis, so I'm okay with trying one of these out, but I'm not huge on the minutes. I  
2086 think if a resident has an issue, and they did not attend, just reach out and contact one of us, and  
2087 we can say what we said.

2088 Ms. Kassel, I'm not going to remember.

2089 Ms. Spencer, they are trying ChatGPT. He recognized the voices. He recognized the first guy.

2090 Ms. Montagna, well, I tried that. I had asked everyone before, I said, "You guys, with the  
2091 transcription, when you're talking, say Supervisor Kassel or whatever," but then it gets very  
2092 muddled, right?

2093 Ms. Spencer, oh.

2094 Ms. Montagna, because you don't really remember when you're in the middle of a  
2095 conversation, you know, this and that, so. And then, if people are out here talking, it gets carried  
2096 over.

2097 Mr. Leet, So, as far as action to take, looking at these numbers, I mean, in the grand scheme  
2098 of things, it's not a large percentage of the budget. Do we want to try one of these human  
2099 services?

2100 Ms. Kassel, I move that we do a trial with GoTranscript for a month and then see how the  
2101 minutes look and whether we. And then, I mean, you know, unless.

2102 Ms. Montagna, and mind you, we still go in and format them and make sure that they're right.

2103 Mr. Leet, okay. So, we have a motion. Do we have a second? I will second it. Now we have a  
2104 motion and a second. Any further discussion? So, Ms. Montagna, with this is a little summary.  
2105 Was there any more detail, like with GoTranscript, were there any differences in what they said  
2106 they deliver or?

2107 Ms. Montagna, no, this is all apples to apples. They take the recording, and it is human  
2108 transcription.

2109 Mr. Leet, names to lines?

2110 Ms. Montagna, yeah.

2111 Mr. Leets, okay.

2112 Ms. Montagna, and again, Inframark, we are still going to go through them, put them in  
2113 format, make sure, see if there are any grammatical errors and all that. So, really, your only  
2114 discussion is either you want to go with one of these, or as a Board, you don't want verbatim  
2115 minutes, and then we do them as summary minutes like we do for all other districts. That's really  
2116 the only discussion point.

2117 Ms. Spencer, does the human have to be licensed? Does it need to be a licensed person?

2118 Ms. Montagna, I'm not licensed, and I transcribe their minutes. It does not say they're good.

2119 Mr. Leet, I mean, my thoughts are. So, again, with having Zoom, this is our first time having  
2120 the the captions on there. I have always been a proponent of having more information is a good  
2121 thing. The costs, waffling on any kind of added expense, especially if it seems we are close to  
2122 maybe having the tools out there to do this without taking one of the district staff 24 hours of  
2123 their time to do. I am amenable towards falling back on some of these, maybe less involved

2124 options, but for the time being I second the motion, I would be in favor of at least trying one of  
2125 these for the one time.

2126 Ms. Montagna, okay. You're not signing a contract. Essentially, I've used Rev for you guys a  
2127 couple of times just to see, and that was costing us, which we didn't charge the district extra. I  
2128 mean, for even your shortest meetings that were done at 8:00, it was still about \$475 every  
2129 meeting.

2130 Mr. Leet, right. And so, it does by speaker, but this, Zoom is set up on having a conference  
2131 where everyone is dialing in individually. It's not set up for a room full of people, with we have  
2132 lapel mics, we have a room mic. It sees us as one caller to the meeting. So, it's transcribing every  
2133 word that it picks up and can pick out.

2134 Ms. Montagna, and Teams will do it, too.

2135 Mr. Leet, right. But in terms of having what we've traditionally had, which is this person says  
2136 this, and then, line by line, basically, so you can follow exactly what happened and who said  
2137 what and when, can't be done right now.

2138 Ms. Montagna, I think with what Ms. Kassel is proposing, there's no contract with these. I  
2139 literally will send them this audio. They'll do it. You'll see it in your next meeting, and then you  
2140 can determine what you want to do.

2141 Ms. Kassel, it's only \$75 a month more than we are already paying.

2142 Ms. Montagna, yeah. We charge you \$275, we are supposed to charge you additional for any  
2143 overages, but I have never charged you for your overages which hopefully nobody from my  
2144 company hears that.

2145 Mr. Leets, right, okay. Public meeting. Right. So, let's call the question, all in favor of  
2146 sending, let's say, this transcript for tonight's meeting on a trial basis for \$355.

2147 Ms. Kassel, yeah. Not to exceed, because, hopefully, our meeting will not be going that much  
2148 longer.

2149 Mr. Leet, no, it would be at the rate of what was listed on this proposal.

2150 Ms. Kassel, yes.

2151 Mr. Leet, it's going to depend on how long this meeting goes.

2152 Ms. Montagna, correct.

2153 Mr. Leet, so, you accept that amendment to your motion?

2154 Ms. Kassel, yes.

2155 Mr. Leet, I'll call a question. All in favor of on a trial basis, having GoTranscript, provide  
2156 verbatim, transcription of tonight's meeting. All in favor?

2157 All, Aye.

2158 Mr. Leet, motion passes.

2159

2160 Ms. Kassel made a MOTION to approve GoTranscript Proposal  
2161 for one meeting as a trial.  
2162 Mr. Leet seconded the motion.

2163 Ms. Kassel, just the proposal. Just to clarify the proposal that actually it says \$355, and I'm  
2164 guessing it's \$1.76 in three days, but it's not really.

2165 Mr. Leets yes, and that was for the June meeting.

2166 Ms. Kassel, yeah. As per the proposal that's in the agenda.

2167 Mr. Leets, right. That was almost four hours, that meeting in June. And we're not there yet,  
2168 and fingers crossed, let's push forward here, but the motion passes unanimously. Going back to  
2169 the agenda. All right, so discussion regarding information signs.

2170 Ms. Montagna, just take them down.

2171 **D. Discussion regarding Informational Signs**

2172 Ms. Phillips, I know. I don't understand why we are still talking about signs. Here are them  
2173 all.

2174 Mr. Chokanis, Mr. Leet, can you pull up the other email that Ms. Montagna sent you?

2175 Ms. Kassel, there were also suggestions.

2176 Mr. Leets, okay. I don't have the email. So yeah, we have a separate computer that is just for  
2177 running the meeting, and I have to get up again, so, but we have all seen the signs. There are  
2178 some of them are 20 years old at this point.

2179 Ms. Montagna, I can email it to you. I got them on my phone.

2180 Mr. Leet, yes, well, I don't even have that. This is just for running Zoom, just to.

2181 Ms. Kassel, they're in the agenda package.

2182 Mr. Leet, oh, perfect.

2183 Ms. Kassel, they're at the end of the agenda package. Near the end.

2184 Mr. Leet, sorry.

2185 Ms. Phillips, page 88.

2186 Mr. Leet, yes, the page number helps. Thank you.

2187 Ms. Montagna, we have had this on a few month's agendas, no decision has been made. I  
2188 know Mr. Kassel provided some suggestions. I know Ms. Kramer provided some suggestions,  
2189 but there has been no definitive direction on what you want to do with these.

2190 Ms. Phillips, I was too new then to say it, but I say we tear them all down. I'm brave enough  
2191 to say it now.

2192 Mr. Leet, a lot of my thoughts are just like with the fence, it's an eyesore. We could put  
2193 something new up in the future. CDD owns those easements. At any point, if we have 10, 20,  
2194 however much, that we thousands of dollars we want to go to putting up beautiful new signs, we  
2195 can do that, but as of right now, they're a mess. They're on CDD property. So, it's up to us to do  
2196 something about it.

2197 Ms. Phillips, they're advertising stuff that we shouldn't be supporting.

2198 Mr. Leet, website that doesn't exist.

2199 Ms. Kassel, move to remove the signs temporarily.

2200 Ms. Montagna, okay. And use staff to remove them.

2201 Ms. Kassel, use staff to remove them and store them for now while we discuss what we might  
2202 be able to do.

2203 Ms. Montagna, remove and store until further notice.

2204 Mr. Leet, I will second that, but for any other discussion. So again, to be clear, we're talking  
2205 about all these, the developer placed signs on CDD property. So, all the ones that would be ours.

2206 Ms. Kassel, we can leave the posts, we can just take the sign part of it down.

2207 Mr. Leet, for the purposes of discussion, does that really save us anything? We had some  
2208 action out of last month's meeting to maybe talk to who put them up in the first place. I do not  
2209 know if that was something Ms. Kramer was going to do.

2210 Ms. Kassel, yes, somebody was going to talk to Brock Nicholas.

2211 Ms. Montagna, I'd have to look back at it with either Ms. Kramer or Mr. Castillo.

2212 Mr. Chokanis, it's not that much money.

2213 Ms. Phillips, if we leave the poles up, we have to buy signs that are the same size as we have  
2214 now.

2215 Ms. Montagna, that's a good picture. There are bad pictures there.

2216 Mr. Chokanis, Get back to Ms. Kassel's.

2217 Ms. Montagna, the developer placed signs on CDD property. That's what we're talking about.

2218 Mr. Leet, right. Back when the developer was the CDD essentially. So, this is, you know. It's  
2219 not-

2220 Ms. Ash-Mower, are they actually faded or are they just dirty?

2221 Unknown Speaker, they are rusty, they are cracked. They are peeling.

2222 Mr. Leet, there are stickers. They'll put a sign up. Okay, we're building a new neighborhood,  
2223 so we'll put a new sticker on top, but, you know, 10 years later in the sun, they are peeling. These  
2224 are.

2225 Ms. Kassel, unsightly?

2226 Mr. Leet, right. They are unsightly. My thoughts are that just leaving the poles up to calling  
2227 out that will save us. If we're going to put new signs up, we can put new signs up properly.

2228 Unknown Speaker, to get those signs, you'd get them painted, but you would have to decide  
2229 what you want.

2230 Ms. Kassel, that's what we have been trying to discuss. Here's the thing.

2231 Ms. Kassel, so we have. This has been on the agenda many times, but the problem is we have  
2232 so much business and pushed to the end of the meeting. It's not urgent. It gets pushed to the next  
2233 meeting, pushed to the next meeting, then it's put on hold for now, so, we still do not know  
2234 exactly what we want to put on the sign, but what we really need regardless of whether we put  
2235 the signs up, have new signs put on, we need a quote. We need to know how much it is going to  
2236 cost. We have some, a couple of proposals for what might go on the signs, but we don't know  
2237 how much they are and whether it is going to pay. If we remove the poles, which are in the  
2238 ground with cement at the base, then if we want to put the signs back up and we can find this  
2239 company and have new information put on the signs, which looks good, then we have to reset all  
2240 those posts, which is another substantial expense, which is why I'm suggesting that we remove  
2241 the two-dimensional part of the sign and not the post for now while we get prices on what the  
2242 cost would be for new surfaces because they're adhesive, right?

2243 Mr. Chokanis, it could take three months. It could take almost a year.

2244 Unknown Speaker, with all due respect, I've been here 10 years. I have been begging. We  
2245 talked about this.

2246 Ms. Kassel, I'm sorry. This is a Board discussion.

2247 Ms. Montagna, Mr. Morrell has put several proposals to this Board that you have taken no  
2248 action on, a bunch of different ones.

2249 Mr. Leet, please, please. Keep things moving forward. Again, my thoughts are, 10 minutes  
2250 ago, we were talking about how potentially storage deprived we are going to be in the near  
2251 future, so holding on to things to maybe do when we get around to it. Big picture. First of all, the  
2252 developer put in lots of signs for selling lots of houses. How many new neighborhoods are even  
2253 going in there? How many signs do we truly need? We maybe just want one or two at each  
2254 entrance. So, my point of what I'm getting to is, I do not know if I need to do a new motion or  
2255 what, I don't think any of them need to stay up right now. It would be a relatively small amount  
2256 that we would be saving at the cost of leaving tacky things up for the time being, having stuff to  
2257 store. I would say let us just, like we're doing on the fence, take them down for now, get rid of  
2258 the eyesore. And if we have lots of input from residents that, "We do miss those signs, we want  
2259 something new," then we can look at how many need to be there in the first place, and then look  
2260 at, "Okay, what's it really going to cost and do we want to do it? So do I need to do a new  
2261 motion?"

2262 Ms. Montagna, Ms. Kassel made the motion.

2263 Ms. Kassel, I made the motion. If it doesn't get a second, it doesn't get a second. Then it dies.

2264 Ms. Montagna, her's is remove and store until further notice, and that is leaving the posts.

2265 Mr. Leet, okay.

2266 Ms. Montagna, and you have the first and a second. Call it.

2267 Mr. Leet, okay, I will.

2268 Ms. Kassel, is there a second?

2269 Mr. Leets, I had seconded-

2270 Ms. Montagna, Mr. Leet seconded.

2271 Mr. Leet, but I discussed it some more.

2272 Ms. Kassel, you're rescinding your second?

2273 Mr. Leets, so I'll rescind my second.

2274 Ms. Montagna, what? You seconded it for discussion. So, you still need. Yeah. Call it.

2275 Mr. Leets, so I'll call the question. All in favor of leaving the signposts up that's taken down  
2276 as according to Supervisor Kassel's motion. All in favor? All opposed?



2277 Ms. Kassel, Aye.

2278 Mr. Leet, Mr. Chokanis, Ms. Phillips, Nay.

2279 Ms. Montagna, all right, One, three. Fail.

2280 Mr. Leet, okay. I will move that, for the time being, we direct field services to remove all of  
2281 the developer signs placed on CDD property. We reserve the right to put new signs up in the  
2282 future if we see fit, but for now, take down the broken, old signs.

2283 Ms. Montagna, and we're storing them tossing them? Dispose of them.

2284 Mr. Leet, I don't think we have a place to store them, so that would be removing and  
2285 disposing.

2286 Ms. Montagna, and dispose.

2287 Ms. Phillips, I will second that.

2288 Mr. Leet, all right. Any further discussion? Call the question. All in favor?

2289 Mr. Chokanis, Ms. Phillips, Mr. Leet, Aye.

2290 Mr. Leet, all opposed?

2291 Ms. Kassel, nay.

2292

2293 Mr. Leet made a MOTION to have field staff remove all developer  
2294 signs located on CDD property and to dispose of these informational  
2295 signs.

2296 Ms. Phillips seconded the motion.

2297 The motion passed three to one, with Ms. Kassel voting against.

2298 Mr. Leet, okay. Motion passes three to one. Supervisor Kassel in opposition to remove the  
2299 developer signs from the CDD property. Are we finally at the discussion on CDD website.

2300

2301 **E. Discussion regarding CDD website**

2302 Ms. Montagna, okay. Here is my thing, the new website is live, but what I need from all of  
2303 you, take a look at it, tell me if you want to add anything. We are still adding stuff like contact  
2304 information and all of that, but most of the stuff has been migrated over to be able to make it go  
2305 live. We are still putting stuff on it, but if you see stuff on there that, "Hey, we really need this,"  
2306 remember, though, the goal is not to have what you had of just a bunch of stuff like crossword  
2307 puzzles and all this stuff.

2308 Ms. Kassel: What do you mean we had crossword puzzles.

2309 Ms. Montagna, yes, there's links to all kinds of stuff.

2310 Ms. Phillips, wasn't there supposed to be a search feature? Because I can not find the search  
2311 feature.

2312 Ms. Montagna, search feature for what?

2313 Ms. Phillips, the website. The new website.

2314 Ms. Montagna, no, you just type in Harmony CDD.

2315 Mr. Leet, HarmonyCDD.org

2316 Ms. Phillips, I know, but once I am on the website, if I'm looking for the.

2317 Ms. Montagna, up at the top, there are tabs. You can hit documents. It brings it down.

2318 Ms. Phillips, but you can only choose those documents. What if I do not know where  
2319 something is, and I want to do a search?

2320 Ms. Montagna, yeah. I'd have to look at it.

2321 Ms. Phillips, yeah.

2322 Ms. Montagna, I mean, it's very self-explanatory. You hit documents, you go.

2323 Ms. Kassel, it's not. A lot of the documents should be under financials.

2324 Mr. Leet, so hold on. What I will say is it only went live maybe a week or so ago, so our  
2325 email addresses should still be on there.

2326 Mr. Chokanis, we need a bunch of feedback.

2327 Mr. Leet, yes, please. So, tell us. You know, we were using it, too. I definitely have some  
2328 thoughts. That would be to you, I guess, Ms. Montagna, and you have Mr. Hayes on that.

2329 Ms. Montagna, yes, you can put Mr. Hayes. So, I'm on it now, right? You can go to contacts.  
2330 It gives everybody here's email addresses. My email address, every Board members' address.  
2331 Also tells you staff Inframark. It gives you Ms. Castillo, which is the field operation manager. It  
2332 gives you CDD maintenance at Inframark, how to reach him.

2333 Ms. Kassel, I don't know that we need to go Over everything that is on the website, but there  
2334 is a lot that is missing.

2335 Mr. Leet, things that we think are missing, things that we think are hard to find, could be  
2336 organized better, things we want added within reason, pass that along to District Management it  
2337 will be taken care of. And that goes for anyone watching. If you have feedback, please let us  
2338 know, so we can get it taken care of.

2339 Ms. Montagna, yes.

2340 Mr. Leet, okay. Any further questions.

2341 Ms. Montagna, it's probably one of your beautiful oak trees that you have, just in the sky. But  
2342 for residents, if you go to this website, right on the home page, you will see Board Meetings on  
2343 the right, and that tells you all of our meetings, and it's usually the annual meeting schedule,  
2344 which they will be adopting their's next month.

2345 Mr. Chokanis, we could probably get a picture from some of our photographers with the deer  
2346 or something.

2347 Ms. Montagna, yeah, absolutely. Send me a picture. Happy to change it. Not a problem.

2348 Unknown Speaker, why has it changed? Why was the website changed?

2349 Mr. Leet, it was changed because the website itself, the design, was very old. It was tricky to  
2350 use on phones, I would say and I'm saying this as the person that volunteered to make the  
2351 updates for it. I never had the time to really dig in and update it. stuff that was running in the  
2352 back end was like, "Hey, you have five updates you need to do." I was, I'll be honest, too chicken  
2353 to do it because if I hit the button to do this update and it breaks something. So again, the  
2354 contract was about \$3,000, maybe?

2355 Ms. Montagna, it was. It was \$3,000 to get it set up, and then annually it's \$1,585. And they  
2356 maintain it. We send them stuff to post. They post it. It's posted like this. They also keep it ADA  
2357 compliant to provide quarterly reports to the Board of anything. Because I don't know if you're  
2358 all aware, but there was a massive amount of lawsuits not too long ago about ADA compliance,  
2359 and they were hitting just random websites.

2360 Mr. Leet, correct. So, when I was in charge of that myself, I would do that. I would make all  
2361 the agendas searchable and everything. I would do the uploading, but still, it would take a few  
2362 hours of my time and I was not able to always get to it right when the agenda was posted a week  
2363 ahead of the meeting. So, the need for updates, there was we talked about links to crosswords,  
2364 there was a bulletin board page on there that the idea, yes, you could have links to events, but  
2365 someone needs to be updating that. And it was not in good shape, and I was not able to put the  
2366 time into really. I have a day job. I don't have time to. That is why the updates were made, and  
2367 we are still in the process of finalizing. So, anything that could be done better, this is the time for  
2368 us to figure that out. We could take it over after a year and just have a fresh website design for  
2369 our effort, but the hope is that they can continue running it and everything, and we're happy with  
2370 the results, so. Any other discussion from the Board on that, or are we ready for the consent  
2371 agenda? Almost 9 PM. All right, do we have any discussion of the minutes?

2372 **SIXTH ORDER OF BUSINESS** **Consent Agenda**

2373 Ms. Kassel, yes.

2374 Mr. Leet, yes.

2375 Ms. Kassel, I know the agenda was revised. It was not indicated what was revised in the  
2376 agenda.

2377 Ms. Montagna, so what was revised is, Ms. Kramer requested the public comment under the  
2378 budget. That is what was revised.

2379 Ms. Kassel, so, when we received the minutes. I sent in corrections. I do not know if they are  
2380 reflected.

2381 Ms. Montagna, they are.

2382 Ms. Kassel, in the minutes.

2383 Ms. Montagna, yes, ma'am.

2384 Ms. Kassel, okay. So that was one question. Second question is in terms of the invoices, I  
2385 noticed there were a lot of Toho bills, where there was a balance forward from the previous  
2386 month, so, but we're paying the full amount. So were those bills just late in coming in, and they  
2387 didn't get paid last time?

2388 Ms. Montagna, no.

2389 Ms. Kassel, because the Toho amount is \$28,000 for one month. Of course, that's because  
2390 there were a bunch of balance forwards from the previous month.

2391 Ms. Montagna, right. Yes. And she is, Sally is looking into that to see what it is. And I think it  
2392 has something to do with the big credit that they gave of \$20,000. This was in '22, and that's  
2393 what Toho had originally sent her, but she's working with Barbara to see what the issue is.  
2394 Barbara Arrant, I think is her last name.

2395 Ms. Kassel, but the consent agenda proposes that we pay this \$28,000 bill.

2396 Ms. Montagna, so you're just ratifying this. Your bills are paid. We have to pay your bills. If  
2397 there's a question on them, then we go back and we figure it out. But prior to tonight, she is  
2398 already working on that because I asked the same question about.

2399 Ms. Kassel, do we need to ratify? Can we table ratifying those particular bills or?

2400 Ms. Montagna, well, you can, but they have already been paid. So, you would accept that  
2401 consent agenda, and then I would answer your questions once accounting gets back to me with  
2402 information from Ms. Arrant.

2403 Mr. Leets, so, we would bring the June invoices up for discussion on that point at next  
2404 month's meeting?

2405 Ms. Montagna, yes. 100%, to answer that question, but I'm going to get you before the  
2406 agenda, but it can be on the agenda to be in the record, but I will be able to have you guys an  
2407 update hopefully by tomorrow via email.

2408 Mr. Leet, okay. Do we have any other discussion on the workshop minutes, meeting minutes,  
2409 or June financial statements, invoices and check register?

2410 Ms. Montagna, and all corrections, including Mrs. Kassel's, Mrs. Kramer, I think Mike Eckert  
2411 actually had some changes as well.

2412 Ms. Kassel: Mrs. Kassel was my mother.

2413 Ms. Montagna, I'm sorry.

2414 Ms. Montagna, it's actually Professor Kassel, isn't it?

2415 Ms. Phillips, Doctor.

2416 Ms. Montagna, Dr. Kassel. That is right. She's a lot of things.

2417 Ms. Montagna, so they are all in there as amended. Yes.

2418 Mr. Leet, okay. So, if there's no further discussion, I'll entertain a motion to approve.

2419 Ms. Phillips, I'll motion move on the side. I'll make a motion to approve the consent agenda.

2420 Ms. Montagna, with the question of the Toho invoices.

2421 Mr. Leet, Okay.

2422 Ms. Phillips, yeah. Do I have to say the words you said? I'm sorry.

2423 Mr. Leet, and I will second. Any other discussion? All right. Call the question. All in favor?

2424 All, Aye.

2425 Mr. Leets, all opposed? Motion passes unanimously. All right. Staff reports field manager.

2426

2427 Ms. Phillips made a MOTION to approve to the Consent Agenda  
2428 with the District Manager to investigate why 2 months of TOHO bill  
2429 appear in invoices this month.

2430 Mr. Leet seconded the motion.

2431 Motion passed unanimously.

2432

2433

## 2434 SEVENTH ORDER OF BUSINESS

## Staff Reports

2435

### 2436 A. Field Manager

2437

#### 2438 i. Field Report and Responses

2439 Ms. Montagna, so, Mr. Castillo's report was in there. If you have any questions, I am happy to  
2440 take them. I know he is on vacation.

2441 Mr. Chokanis, why's he on vacation?

2442 Ms. Montagna, I have no idea. I did not approve it. He did have it set up pretty good. Freddy's  
2443 been out here twice now to make sure the team's doing okay, and if they need anything, they let  
2444 us know, and we're checking in with them every day. CDD maintenance emails are still being  
2445 responded to very quickly, and it's been taken care of. I know there were some questions about  
2446 the splash pad, and I believe an update was provided, the latest update.

2447 Mr. Leet, yes. And I drove by it on the way here. Looks like it is doing the motion and  
2448 everything. It sounds like it is fully operational, and we do have a maintenance plan. So.

2449 Ms. Montagna, yes.

2450 Mr. Leet, I would just like to request that if we have any issue where it is an amenity that is  
2451 down, field services could be be proactive in letting us know? We're not always informed.

2452 Ms. Montagna, yes. He should be doing that.

2453 Mr. Leet, Getting to the pool later on, I didn't find out about it until, staying off of Facebook  
2454 and all that, until it had already been resolved, but if it is day-to-day stuff, I understand, but if it  
2455 is something about a resident.

2456 Ms. Montagna, that's a pretty big thing. Yeah.

2457 Mr. Leet, yeah. I would appreciate, being notified if something like that comes up, which  
2458 knock on wood, we are past by now, so.

2459 Ms. Montagna, good.

2460 Mr. Leet, anything else for Field Services?

2461 Ms. Montagna, not to my knowledge unless you have any questions for me that I can take  
2462 back to them.

2463 Mr. Leet, okay. Hearing none. District Engineer, David.

2464 **B. District Engineer**

2465 Mr. Hamstra, If I can please have either Mr. Eckert or Ms. Montagna go before me. I am  
2466 almost at the office.

2467 Mr. Leet, oh, okay.

2468 Ms. Montagna, good, because your connection is not good.

2469 Mr. Leet, all right. Mr. Eckert, for District Counsel, are you on the line and ready to go?

2470 **C. District Counsel**

2471 Mr. Eckert, yes. Thank you. Mike Eckert, Kutak Rock. Just wanted to update the Board.  
2472 We're still working with the developer's counsel regarding the erroneous attempt to convey Track  
2473 K900 to the CDD, which is clearly supposed to remain with the HOA. Talked to them as recently  
2474 as today. When we pointed that out to them before they went ahead and had a surveyor sign an  
2475 affidavit saying, "Well, that was how that was always intended." We know that's not the case  
2476 because of the settlement agreement. So, trying to get him to undo that deed and that affidavit,  
2477 they have asked for us to agree to sign an easement on behalf of OUC, but there's some concerns  
2478 with that as well. So, I'm going to follow up with them next week on that. We also have the issue  
2479 that the Board asked us about Track L600 and 700, which were two lakes that are showing up on  
2480 the property appraiser website as owned by the CDD. That is actually the area that they want an  
2481 easement over. Those are not owned by the CDD because we have not received a deed for those  
2482 yet, but it is showing up on a property appraiser website by virtue of the fact that the plat  
2483 dedicated those parcels to the CDD. So hopefully, within the next week or two, we'll get all these  
2484 issues worked out with the developer. In connection with 600 and 700, those are intended to go  
2485 to the CDD, but only after the District Engineer has a chance to inspect them and review the  
2486 appropriate documents and make sure that the District is not accepting a problem. So those are  
2487 the things that we have been working on and we will continue to work on and hopefully have a  
2488 conclusion for most of those, if not, all by the next meeting. And then, finally, because there is a  
2489 lot of stuff that that developer is doing without communicating with the CDD, we have had an  
2490 internal staff call, and we will follow up with that, where we are going to appoint probably one  
2491 staff member to be the point person to deal with the developer on these issues as they come  
2492 through. So, with that said, I would be happy to answer any questions, but do not want to take  
2493 any more of your time tonight.

2494 Mr. Leet, all right. Any questions from the Board? Thank you very much, Mr Eckert. Are you  
2495 ready, Mr. Hamstra?

2496  
2497 **D. District Manager**

2498 Ms. Montagna, I'll go.

2499 Mr. Leet, oh, okay. Ms. Montagna's ready. Yes. District Manager.

2500 Ms. Montagna, all right. So, your next meeting is August 24th, here, 6:00 PM, for your public  
2501 hearing. And we have another meeting scheduled, obviously, August 31st. So, we need to have  
2502 motion to cancel that meeting, being that we're having the one on the 24th.

2503 Ms. Kassel, move to cancel August 31st.

2504 Mr. Leet, I'll second. Just we have buy-in from, staff, contractors. They are here at our leisure.  
2505 Do we have any concern that anyone that regularly would have been able to show up at the 31st  
2506 will not be able to show up on the 24th or will not be ready for.

2507 Ms. Montagna, No.

2508 Mr. Leet, okay.

2509 Ms. Montagna, you're going to call a question?

2510 Mr. Leet, yes. If there is no further discussion, all in favor of canceling the August 31st CDD  
2511 meeting in lieu of having it on the 24th?

2512 All, Aye.

2513 Ms. Kassel made a MOTION to cancel August 31, 2023 meeting.
2514 Mr. Leets seconded the motion.
2515 The motion passed unanimously.

2516

2517 Ms. Montagna, The second is, Cory Godlewski. Osceola County Road & Bridge will do the  
2518 inspection of Five Oaks Drive, all of Five Oaks Drive. All the stormwater road drains on July  
2519 26<sup>th</sup> and July 27<sup>th</sup>. We will report his findings.

2520 Mr. Leet, I saw him at the west entrance two days ago, I believe, so.

2521 Ms. Montagna, yes, so he should be reviewing all of these, because all of the drains are  
2522 owned by the County.

2523 Mr. Leet, and there's apparently one person on County staff that is, in charge of dealing with  
2524 that, but they have been here in the neighborhood, so hopefully, knock on wood.

2525 Ms. Montagna, and once we find out, I'll get his findings, report them all to you and then we  
2526 will put them in the agenda just so it is part of the official record at the next meeting.

2527 Mr. Leet, excellent.

2528 Ms. Montagna, and that is all I have unless you have something for me.

2529 Mr. Leet, what happened with the pool?

2530 Ms. Montagna, I still don't know. Somebody called the Health Department on the pools. They  
2531 came out. And I don't know what they were looking for because that was never even brought up,  
2532 but when they came out to the pool, you have to have the pool permits posted at every pool,  
2533 visible and the updated ones were not there. So, then we had to get them up, and then the pool  
2534 opened. So, I'm not sure. Still investigating that. Mr. Hayes was actually investigating and  
2535 actually called the Health Department and asked what happened, and then, obviously, get with  
2536 Mr. Castillo of why the new ones were not posted because they should have been posted but I  
2537 can send out a full update because I think Ms. Kramer inquired, and Mr. Hayes sent an update to  
2538 her, but it should have gone out to the entire Board. So, I'll forward that out.



- 2539 Mr. Leet, thank you. And that would include splash pad as well because that's a pool.
- 2540 Ms. Montagna, it is all of them. Yes, it is all of them. But to my knowledge, there was nothing  
2541 health-wise that they needed to be shut down.
- 2542 Mr. Leet, right. Okay. Any other questions for District Manager?
- 2543 Ms. Kassel, well, this really comes under Field Services. But we have been talking about  
2544 putting some kind of boulders or something at the ribbon curbs in the alleys that were recently  
2545 redone. And it has been since April, it is now the end of July. I was sent an email with pictures  
2546 with no indication of the sizes with prices. I said, "Look, there are no sizes, I cannot tell you  
2547 what to buy because I do not know how big they are," it is a photograph that does not tell me, but  
2548 not next to something or I can tell what size it is. I said, "Look, the purpose is to cause potential  
2549 damage to a vehicle that you drive over it in order to protect our ribbon curbs."
- 2550 Ms. Montagna, okay. So, can we go ahead and move forward with it, a normal size?
- 2551 Ms. Kassel, I asked, please move forward with it. It's been.
- 2552 Ms. Montagna, I'll ask for it.
- 2553 Ms. Kassel, thank you.
- 2554 Ms. Montagna, so the boulders?
- 2555 Ms. Kassel, yes. All of them.
- 2556 Ms. Montagna, I mean, it's pretty easy. There's a few out there. Why can we not just get the  
2557 same size, right?
- 2558 Ms. Kassel, I do not know. That there really are a few out there. Somebody installed one on  
2559 their side yard where the garbage trucks were going. I don't know, what is that.
- 2560 Mr. Leet, a few cubic feet.
- 2561 Ms. Kassel, 18, 24 inches by 24 inches, approximately. I do not know what the volume of  
2562 that.
- 2563 Ms. Montagna, 24 by 20.
- 2564 Mr. Leet, you get off the.
- 2565 Mr. Eckert, Mike Eckert. I just looked at that issue for another district that it was along a  
2566 roadway, not an alley and in talking to the County, that was something that the County frowned  
2567 on and said we could not do it. But anyway, I just wanted to throw that out there. But I would  
2568 defer to Mr. Hamstra or somebody who can talk to the County about that issue.
- 2569 Ms. Kassel, it's not County. Those are not County roads, they're CDD.

2570 Ms. Montagna, they're on the alleyways, Mr. Eckert, does that?

2571 Mr. Eckert, no. I get it.

2572 Ms. Montagna, okay.

2573 Mr. Eckert, I understand that, but the reason the County does not allow it is from a liability  
2574 standpoint.

2575 Ms. Montagna, oh, got you.

2576 Mr. Eckert, so I just want to bring that up.

2577 Mr. Leet, okay. Well, all right, well, understood.

2578 Ms. Montagna, okay.

2579 Mr. Leets, thank you. All right. Mr. Hamstra, are you ready?

2580 Mr. Hamstra, yes, I am.

2581 **E. Continuation of District Engineer**

2582 Mr. Hamstra, I have four quick items to discuss. The meeting with Osceola County regarding  
2583 the future of community maintenance facilities is currently scheduled for Wednesday, August  
2584 16th. A time has not been set yet to discuss both locations, both the Lakefront and the Five Oaks  
2585 Drive location. Definitely, by next Board meeting, or CDD meeting, will have some input and  
2586 direction from County staff on the pros and cons of each location. And for example, if the  
2587 Lakefront one needs to be far more robust and up to speed with newer setbacks or utilities, things  
2588 like that, that the Five Oaks offers. But I'll have a full report of those two locations at the next  
2589 CDD meeting.

2590 Mr. Leet, on the 24th? You are saying the meeting with the County will be the 16th. I guess  
2591 my question is, is that something, I understand our backs are against the wall schedule-wise, but  
2592 do we think, Mr. Hamstra, you will be able to have that to Ms. Montagna, and then if we would  
2593 be making a call at that time on whether it is the smaller increase to do. Hopefully, depending on  
2594 what they will find out on the Lakefront location versus Five Oaks, and everyone is on board  
2595 with making that call with all the information from the County on the 24th.

2596 Ms. Montagna, Mr. Hamstra, will we be able to have time between your meeting and the 24th  
2597 meeting to get costs and stuff for them to be able to adjust the budget?

2598 Mr. Hamstra, well, I know that Greg has done a detailed cost estimate for the new facility. I  
2599 would think we would have enough time to potentially add cost to the Lakefront facility if the  
2600 County asked for more than what we are proposing.

2601 Ms. Montagna, it may not be in your agenda, it may have to be sent out separate and then  
2602 brought maybe we can give copies to residents that are here.

2603 Mr. Leet, that is all I could ask.

2604 Ms. Montagna, as long as we can do that, I think that is going to because you need it for your  
2605 budget discussion.

2606 Mr. Leet, yes. Yes. Yes.

2607 Ms. Kassel, and Mr. Eckert, there is no way to give a proxy to another Board member if I can  
2608 not be here for August? Or I could, but it would mean that I cannot go away on my first vacation.

2609 Ms. Montagna, can you call in?

2610 Ms. Kassel, I am going to be in Europe. It is going to be after midnight.

2611 Mr. Eckert, unfortunately, there is no exception in the law that allows you to appoint a Board  
2612 Member for a day or for an interim period of time.

2613 Mr. Leet, is there any way that, given the information that the District Engineer is able to  
2614 gather, that she could give on whatever time she sees fit being on vacation to at least make her  
2615 thoughts known to the Board and have that come up even if she is not here?

2616 Ms. Montagna, she can make them known to me, and I'd be able to read that into the record,  
2617 correct? She would not be able to vote, but she could email me her thoughts on XX point, and  
2618 then I could read that into the record to be considered.

2619 Mr. Eckert, Ms. Montagna is correct.

2620 Mr. Leet, I mean, short of.

2621 Ms. Kassel, okay. And I have a question for Mr. Hamstra, at the Board Meeting where you  
2622 first presented the Five Oaks Drive version or option, we talked about putting that proposal on a  
2623 diet. But has that been done yet?

2624 Mr. Hamstra, well, not yet, because they went through what we would think the County  
2625 would request. So, we want to explore all those. I mean, they are looking for that much detail  
2626 with the Lakefront, which we cannot provide at this point. But yes, if you decide to go instead of  
2627 the concrete to the asphalt and things like that, yes, we can. But this point is what we believe the  
2628 County is looking for, for sufficient detail to make sure that those things fits within the setbacks,  
2629 the number of parking spaces and things like that.

2630 Ms. Kassel, but the building is appreciably big, significantly bigger than the one that is  
2631 proposed for the Lakeshore. So, that's another, reason the cost is considerably higher.

2632 Mr. Hamstra, well, as we discussed, I think, two months ago, if you were doing a new facility,  
2633 I think collectively as a Board, we are talking about the bells and whistles to make this  
2634 community center robust enough for future growth and staffing and having nice bathrooms and  
2635 all that kind of stuff. So, if it turns out that we just do not have the money at all, if you have got  
2636 to cut the building way back to something less appreciable for future growth or demands, then

2637 we will do so, but the biggest thing right now is the site, the water, the sewer, the connection to  
2638 the roadway, the setbacks, and all those things that they are requiring.

2639 Mr. Leet, okay.

2640 Mr. Chokanis, would this be our future meeting spot if we do the Five Oaks?

2641 Mr. Leet, I do not know that there is the kind of. Um, I mean, there'd be parking.

2642 Ms. Montagna, I think because the Board opted for cost purposes just to make it strictly a  
2643 storage maintenance facility.

2644 Ms. Kassel, yeah. And there is no parking there on the street.

2645 Ms. Montagna, yes, and not put any, sort of, utilities and any of that kind of stuff in there.

2646 Mr. Leet, right. Mr. Hamstra, maybe if you could, without adding too much to what you  
2647 already have to figure out, but I am guessing that the final size and building, if we're talking  
2648 about scaling and from whatever the size it can be to really feel the property versus if we were to  
2649 scale back to be closer to the smaller footprint, at the Lakeshore property, the cost is mostly  
2650 being driven by all this new stuff, parking lot, foundation, utility cut-ins, all those are really what  
2651 is going to drive the cost and not, "Are we talking about the building being 5% or 10% bigger or  
2652 smaller?" Would you agree with that? Or is there more information you would need to.

2653 Mr. Hamstra, I mean, there is a lot of things where, whether I agree or disagree, that every  
2654 time Mr. Castillo's got to go to the bathroom, he is going to leave the building, cross the parking  
2655 lot and go to the public restroom. Is that something you want your employees to have to do every  
2656 day or if we are actually going to do a nice, modern community maintenance facility that as  
2657 Harmony continues to build out fairly soon and have higher demands for maintenance and  
2658 things, if you want something that is more a baby version of a public works facility, but I felt like  
2659 what we were, kind of, going for two meetings ago, to meet the.

2660 Mr. Leets, go ahead, Mr. Hamstra. You still have the floor.

2661 Mr. Hamstra, so again, if the price could come in, based on the County's request, they can  
2662 start cutting back on what you want this facility to be. You want it to be smaller with or without  
2663 the shed and give up a couple parking spaces. Whatever the demand is, but right now we just got  
2664 to get this thing moving in front of the County's technical review committee to start getting some  
2665 feedback on if this is even a good option. And if they have big concerns with the Lakefront  
2666 option on what might have to be done to bring it to what they think to be current standards,  
2667 utilities, parking, landscaping, and things like that. Not to mention if they think it is all  
2668 compatible with the playground and the neighborhood not too far away.

2669 Mr. Leet, all right. Copy all. Do we have any other questions for District Engineer?

2670 Ms. Montagna, no, he's not done.

2671 Mr. Leet, oh, I'm sorry.

2672 Ms. Kassel, there are three others.

2673 Mr. Leet, I apologize.

2674 Ms. Montagna, number two.

2675 Mr. Hamstra, that's all right, Mr. Leet. Number two. As you are aware, we are sitting on the  
2676 contractor's retainage for the alleyway repaving. When Ms. Kramer gets back from vacation, I  
2677 will schedule a walk-through with her, alleyways C1 and C2. We will develop a punch list, see  
2678 what the contractor will do to clean that up, and then they will either release or pay a portion of  
2679 the, I think it's \$34,000 or \$44,000 we're sitting on at this point.

2680 Mr. Chokanis, oh, we owe them still.

2681 Mr. Hamstra, third thing is. Now that we are getting into the heat of the summer fairly soon,  
2682 not temperature-wise, hurricane season wise. I will be doing my annual inspection of all the  
2683 control structures throughout the community to make sure they are operational and working. So,  
2684 in the unlikely event that we do get another significant storm event, the ponds will work as  
2685 designed, and we will not have any flooding within the Harmony community. The other thing is,  
2686 before I get to my change order on number one, I hope I did not confuse the group on, and I  
2687 know you voted on this, maybe I should just be quiet, on the reserve study. The way I read it is  
2688 when you hired Community Advisors, I read the proposal, it was \$10,000 to do a brand new  
2689 reserve study, and then \$4,300 for renewal the following year in 2025. I think the way you guys  
2690 voted; you are just paying for the renewal of the prior person's work for \$4,300?

2691 Ms. Montagna, yes. And that is why I am going to call them and clarify, Mr. Hamstra, and  
2692 make sure.

2693 Mr. Hamstra, because not everybody will take somebody else's work blindly without doing  
2694 the upfront work. So, just, yeah.

2695 Ms. Montagna, correct.

2696 Mr. Hamstra, only caution that you went that route. If they are comfortable with taking that  
2697 on without their prior detailed takeoffs or site inspections, so.

2698 Mr. Chokanis, good catch.

2699 Mr. Leet, okay. Thank you. And so, we might need to readdress that next month, it sounds  
2700 like.

2701 Ms. Montagna, I'm going to call and talk to him and then give the Board a heads-up.

2702 Mr. Leet, yes.

2703

2704 Mr. Hamstra, the last thing I have in the agenda is a change order number one. We are eight  
2705 months into the fiscal year. We have expended plus-some, the \$60,000 that was approved by the  
2706 CDD back in September. We have four months left in this remaining fiscal year. And so, we are  
2707 respectfully requesting a \$30,000 change order to get us through July, August, and September.

2708 Ms. Montagna, the end of the fiscal year. Okay.

2709 Mr. Leet, we have got the stuff into the County that we need to fix. I mean, we have chosen  
2710 Pegasus, and I think I can speak for the Board, we've been very happy with the quality and the  
2711 diligence of the results of all the work you have done for us. Move to approve.

2712 Ms. Phillips, I'll second.

2713 Mr. Leet, any other discussion?

2714 Mr. Chokanis, so just to clarify, this is just overlapping fiscal years or?

2715 Ms. Kassel, no. This is the balance of this fiscal year. So, he has \$60,000 budget, and now he  
2716 is asking for an additional 50% because we have all this work with the County regarding the  
2717 community maintenance facility.

2718 Mr. Leet, when we set the budget, we did not know we were going to need to.

2719 Ms. Montagna, do all of these things.

2720 Mr. Leet, with our backs against the wall, that we need to do something to address the  
2721 maintenance, the CDD office and maintenance facility, which that is all had to, that is all the  
2722 early work, that is all Mr. Hamstra and his group.

2723 Ms. Montagna, that's originally how it works. If he goes over the budgeted amount, he  
2724 presents a change order to the Board.

2725 Mr. Chokanis, okay. I saw the not to exceed, so I was just curious. All right.

2726 Mr. Leet, if it's \$60,000 for two-thirds.

2727 Mr. Chokanis, right. There was more work being done. I get it.

2728 Mr. Leet, right.

2729 Ms. Kassel, but I have a question, Mr. Hamstra, are we anything into that \$30,000 now?

2730 Mr. Hamstra, yes. We are roughly, let me pull up my change order real quick. We are \$9,900  
2731 into it.

2732 Ms. Kassel, so, we are a third of the way through already. And we have July, August, and  
2733 September.

2734 Mr. Leet, oh, we are through July now.

2735 Ms. Montagna, we are done with July. So, you've got August and September.

2736 Mr. Leet, correct.

2737 Ms. Kassell, well, we have not had his billing through the end of July yet.

2738 Ms. Montagna, the billing you sent over, Mr. Hamstra, did not include July?

2739 Mr. Hamstra, that cost is through July 1st. So, I have still got the month of July August and  
2740 September.

2741 Mr. Leet, so that tracks with not to exceed \$30,000 to get through the.

2742 Ms. Montagna, year.

2743 Mr. Hamstra, and a big chunk of that, I'm not sure everybody knows because there was a lot  
2744 requested of us leading up to closing out the alleyway. There was a lot of going back a year-and-  
2745 a-half, going through emails, photographs, contracts. So right or wrong, that was requested of us  
2746 to do that. So that was a big chunk of the of the overage towards the end.

2747 Mr. Leet, it's a big project. All right. If there's any further discussion, I'll call the question. All  
2748 in favor?

2749 All, Aye.

2750 Mr. Leet, all opposed? Motion passes unanimously. Thank you, Mr. Hamstra. Do you have  
2751 anything else to add?

2752 Mr. Leets made a MOTION to approve Change Order #1.  
2753 Ms. Phillips seconded the motion.  
2754 Motion passed unanimously.

2755 Mr. Hamstra, no. Thank you very much. I will turn the microphone off and listen to Ms.  
2756 Montagna.

2757 Mr. Leets, all right, going back to the agenda we are.

2758  
2759 **EIGHTH ORDER OF BUSINESS** **Supervisor Requests**  
2760

2761 at supervisors' requests.

2762 Mr. Leets, anything here at 8:57 PM?

2763 Ms. Kassel, I left my list at home. It will have to wait until next month.

2764 Mr. Leets, you will have to wait until September.

2765 Ms. Kassel, yes, that's true.

2766 Ms. Montagna, do you want to send it to me?

2767 Ms. Kassel, I'll send it to you.

2768 Ms. Montagna, do you want to send it to me? I am going to put that Ms. Kassel is going to  
2769 send her's to Ms. Montagna.

2770 Mr. Leet, I do not have anything that was not covered in the rest of the meeting.

2771

2772 **NINTH ORDER OF BUSINESS** **Adjournment**

2773 Mr. Chokanis, I move to adjourn.

2774 Mr. Leet, I will second that. All in favor?

2775 All, Aye.

2776

2777 On MOTION by Mr. Chokanis, seconded by Mr. Leet, with all in  
2778 favor, the meeting was adjourned at 8:57 p.m.

2779

2780

2781

2782 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair



HARMONY  
Community Development District

**Financial Statements**

**(Unaudited)**

**August 31, 2023**

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**Balance Sheet**  
August 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	GENERAL FUND RESERVES	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b><u>ASSETS</u></b>					
Cash - Checking Account	\$ 490,778	\$ -	\$ -	\$ -	\$ 490,778
Accounts Receivable	319	-	-	-	319
Due From Other Funds	-	92,167	-	41,813	133,980
Investments:					
Money Market Account	708,626	-	-	-	708,626
Prepayment Account	-	-	18,510	26,511	45,021
Reserve Fund	-	-	607,313	340,000	947,313
Revenue Fund	-	-	646,822	284,276	931,098
Prepaid Items	3,001	-	-	-	3,001
<b>TOTAL ASSETS</b>	<b>\$ 1,202,724</b>	<b>\$ 92,167</b>	<b>\$ 1,272,645</b>	<b>\$ 692,600</b>	<b>\$ 3,260,136</b>
<b><u>LIABILITIES</u></b>					
Accounts Payable	\$ 57,496	\$ 31,727	\$ -	\$ -	\$ 89,223
Due To Other Funds	120,016	-	13,964	-	133,980
<b>TOTAL LIABILITIES</b>	<b>177,512</b>	<b>31,727</b>	<b>13,964</b>	<b>-</b>	<b>223,203</b>
<b><u>FUND BALANCES</u></b>					
<b><u>Nonspendable:</u></b>					
Prepaid Items	3,001	-	-	-	3,001
<b><u>Restricted for:</u></b>					
Debt Service	-	-	1,258,681	692,600	1,951,281
<b><u>Assigned to:</u></b>					
Operating Reserves	467,801	-	-	-	467,801
<b>Unassigned:</b>	554,410	60,440	-	-	614,850
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,025,212</b>	<b>\$ 60,440</b>	<b>\$ 1,258,681</b>	<b>\$ 692,600</b>	<b>\$ 3,036,933</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,202,724</b>	<b>\$ 92,167</b>	<b>\$ 1,272,645</b>	<b>\$ 692,600</b>	<b>\$ 3,260,136</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 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	\$ 3,372	\$ 45,904	\$ 42,532
Interest - Tax Collector	-	-	18,049	18,049
Special Assmnts- Tax Collector	2,452,225	2,452,225	2,412,788	(39,437)
Special Assessments-Tax Collector-VC1	(28,737)	(28,737)	-	28,737
Special Assmnts- Discounts	(98,088)	(98,088)	(77,003)	21,085
Other Miscellaneous Revenues	-	-	5,373	5,373
Access Cards	1,200	1,100	1,060	(40)
Insurance Reimbursements	-	-	7,709	7,709
Facility Revenue	600	550	-	(550)
User Facility Revenue	15,000	13,750	(24)	(13,774)
Garden Lot	1,207	1,111	1,292	181
<b>TOTAL REVENUES</b>	<b>2,347,085</b>	<b>2,345,283</b>	<b>2,415,148</b>	<b>69,865</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	14,000	12,837	9,400	3,437
FICA Taxes	1,071	979	719	260
ProfServ-Arbitrage Rebate	1,200	1,200	600	600
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	60,000	55,000	86,854	(31,854)
ProfServ-Legal Services	60,000	55,000	67,816	(12,816)
ProfServ-Mgmt Consulting	69,250	63,481	63,479	2
ProfServ-Property Appraiser	392	392	694	(302)
ProfServ-Recording Secretary	4,200	3,850	3,850	-
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,160	10,160	10,160	-
Auditing Services	4,400	4,400	4,400	-
Postage and Freight	1,000	913	4,051	(3,138)
Rental - Meeting Room	3,000	2,750	3,211	(461)
Insurance - General Liability	28,000	28,000	18,732	9,268
Printing and Binding	-	-	1,309	(1,309)
Legal Advertising	1,000	913	1,625	(712)
Miscellaneous Services	-	-	773	(773)
Misc-Records Storage	1,500	1,375	2,494	(1,119)
Misc-Assessment Collection Cost	49,045	49,045	47,445	1,600
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>318,715</b>	<b>300,792</b>	<b>338,109</b>	<b>(37,317)</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Field</u></b>				
ProfServ-Field Management	338,872	310,629	310,633	(4)
Trailer Rental	8,500	7,792	4,844	2,948
<b>Total Field</b>	<b>347,372</b>	<b>318,421</b>	<b>315,477</b>	<b>2,944</b>
<b><u>Landscape Services</u></b>				
Contracts-Mulch	146,608	134,391	-	134,391
Contracts-Irrigation	42,822	39,254	14,274	24,980
Contracts-Trees & Trimming	46,909	43,000	15,636	27,364
Contracts-Annuaals	12,672	11,616	3,500	8,116
Contracts-Trash & Debris Removal	19,565	17,935	6,522	11,413
Contracts - Landscape	294,685	270,128	471,187	(201,059)
Cntrs-Shrub/Grnd Cover Annual Svc	86,074	78,901	28,691	50,210
R&M-Irrigation	30,000	27,500	8,667	18,833
R&M-Trees and Trimming	40,000	36,663	38,510	(1,847)
Miscellaneous Services	35,000	32,087	-	32,087
<b>Total Landscape Services</b>	<b>754,335</b>	<b>691,475</b>	<b>586,987</b>	<b>104,488</b>
<b><u>Utilities</u></b>				
Electricity - General	40,700	37,308	32,672	4,636
Electricity - Streetlights	121,000	110,917	115,243	(4,326)
Utility - Water & Sewer	198,000	181,500	144,396	37,104
<b>Total Utilities</b>	<b>359,700</b>	<b>329,725</b>	<b>292,311</b>	<b>37,414</b>
<b><u>Operation &amp; Maintenance</u></b>				
Utility - Refuse Removal	3,000	2,750	3,412	(662)
R&M-Ponds	20,000	18,333	6,708	11,625
R&M-Pools	35,000	32,083	30,649	1,434
R&M-Roads & Alleyways	2,000	1,837	-	1,837
R&M-Sidewalks	20,000	18,333	-	18,333
R&M-Streetlights	10,000	9,167	-	9,167
R&M-Vehicles	15,000	13,750	6,111	7,639
R&M-User Supported Facility	5,000	4,583	1,015	3,568
R&M-Equipment Boats	10,000	9,167	8,404	763
R&M-Parks & Facilities	25,000	22,913	60,160	(37,247)
R&M-Garden Lot	2,000	1,833	171	1,662
R&M-Invasive Plant Maintenance	105,000	96,250	53,550	42,700
Security Enhancements	5,700	5,225	9,505	(4,280)
Op Supplies - Fuel, Oil	8,000	7,333	1,529	5,804

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Cap Outlay - Vehicles	30,000	30,000	10,961	19,039
<b>Total Operation &amp; Maintenance</b>	<b>295,700</b>	<b>273,557</b>	<b>192,175</b>	<b>81,382</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	13,507	13,507	13,507	-
Interest Expense	13,093	13,093	13,093	-
<b>Total Debt Service</b>	<b>26,600</b>	<b>26,600</b>	<b>26,600</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>2,102,422</b>	<b>1,940,570</b>	<b>1,751,659</b>	<b>188,911</b>
Excess (deficiency) of revenues Over (under) expenditures	244,663	404,713	663,489	258,776
<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	\$ 404,713	\$ 363,489	\$ (41,224)
<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>\$ 1,066,436</b>	<b>\$ 1,025,212</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXPENDITURES</b>				
<b>Operation &amp; Maintenance</b>				
Reserve - Other	300,000	300,000	786,566	(486,566)
<b>Total Operation &amp; Maintenance</b>	<b>300,000</b>	<b>300,000</b>	<b>786,566</b>	<b>(486,566)</b>
<b>TOTAL EXPENDITURES</b>	<b>300,000</b>	<b>300,000</b>	<b>786,566</b>	<b>(486,566)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(300,000)	(300,000)	(786,566)	(486,566)
<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)	\$ (486,566)	\$ (186,566)
<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>\$ 60,440</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 61	\$ 55	\$ 25,679	\$ 25,624
Special Assmnts- Tax Collector	1,217,276	1,217,276	1,209,810	(7,466)
Special Assmnts- Discounts	(48,691)	(48,691)	(38,611)	10,080
<b>TOTAL REVENUES</b>	<b>1,168,646</b>	<b>1,168,640</b>	<b>1,196,878</b>	<b>28,238</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	24,345	24,345	23,790	555
<b>Total Administration</b>	<b>24,345</b>	<b>24,345</b>	<b>23,790</b>	<b>555</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	695,000	695,000	695,000	-
Principal Prepayments	-	-	75,000	(75,000)
Interest Expense	459,663	459,663	457,844	1,819
<b>Total Debt Service</b>	<b>1,154,663</b>	<b>1,154,663</b>	<b>1,227,844</b>	<b>(73,181)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,179,008</b>	<b>1,179,008</b>	<b>1,251,634</b>	<b>(72,626)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(10,362)	(10,368)	(54,756)	(44,388)
<b><u>OTHER FINANCING SOURCES (USES)</u></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)	\$ (10,368)	\$ (54,756)	\$ (44,388)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,313,437</b>	<b>1,313,437</b>	<b>1,313,437</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,303,075</b>	<b>\$ 1,303,069</b>	<b>\$ 1,258,681</b>	



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ 40	\$ 37	\$ 3,734	\$ 3,697
Special Assmnts- Tax Collector	796,597	796,597	686,509	(110,088)
Special Assmnts- Other	26,600	26,600	26,600	-
Special Assmnts- Prepayment	-	-	929,892	929,892
Special Assmnts- Discounts	(31,864)	(31,864)	(21,910)	9,954
<b>TOTAL REVENUES</b>	<b>791,373</b>	<b>791,370</b>	<b>1,624,825</b>	<b>833,455</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	15,932	15,932	13,499	2,433
<b>Total Administration</b>	<b>15,932</b>	<b>15,932</b>	<b>13,499</b>	<b>2,433</b>
<b>Debt Service</b>				
Principal Debt Retirement	390,000	390,000	390,000	-
Principal Prepayments	-	-	2,010,000	(2,010,000)
Interest Expense	389,775	389,775	360,269	29,506
<b>Total Debt Service</b>	<b>779,775</b>	<b>779,775</b>	<b>2,760,269</b>	<b>(1,980,494)</b>
<b>TOTAL EXPENDITURES</b>	<b>795,707</b>	<b>795,707</b>	<b>2,773,768</b>	<b>(1,978,061)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(4,334)	(4,337)	(1,148,943)	(1,144,606)
<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)	\$ (4,337)	\$ (1,148,943)	\$ (1,144,606)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,841,543</b>	<b>1,841,543</b>	<b>1,841,543</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,837,209</b>	<b>\$ 1,837,206</b>	<b>\$ 692,600</b>	

HARMONY  
Community Development District

**Supporting Schedules**

**August 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 <sup>(2)</sup>	\$ (37,649)	\$ (1,569)	\$ -	\$ (39,217)	\$ (21,959)	\$ (11,011)	\$ (6,248)
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
02/07/23	\$ 2,955	\$ 44	\$ 60	\$ 3,059	\$ 1,713	\$ 859	\$ 487
02/08/23	\$ 43,734	\$ 982	\$ 893	\$ 45,609	\$ 25,537	\$ 12,805	\$ 7,266
03/08/23	\$ 22,648	\$ 233	\$ 462	\$ 23,344	\$ 13,071	\$ 6,554	\$ 3,719
04/10/23	\$ 94,350	\$ (41)	\$ 1,926	\$ 96,235	\$ 53,884	\$ 27,018	\$ 15,332
04/10/23	\$ 5,755	\$ -	\$ 117	\$ 5,873	\$ 3,288	\$ 1,649	\$ 936
05/09/23	\$ 103,058	\$ (2,971)	\$ 2,103	\$ 102,190	\$ 57,219	\$ 28,691	\$ 16,281
05/09/23	\$ 521	\$ -	\$ 11	\$ 531	\$ 297	\$ 149	\$ 85
Adjustment <sup>(2)</sup>	\$ (12,088)	\$ (472)	\$ -	\$ (12,559)	\$ (7,032)	\$ (3,526)	\$ (2,001)
06/09/23	\$ 23,359	\$ -	\$ 491	\$ 23,851	\$ 13,355	\$ 6,696	\$ 3,800
06/09/23	\$ 2,187	\$ -	\$ 46	\$ 2,233	\$ 1,250	\$ 627	\$ 356
06/16/23	\$ 476,424	\$ -	\$ 10,021	\$ 486,444	\$ 272,374	\$ 136,572	\$ 77,498
<b>TOTAL</b>	<b>\$ 4,086,849</b>	<b>\$ 137,523</b>	<b>\$ 84,734</b>	<b>\$ 4,309,107</b>	<b>\$ 2,412,788</b>	<b>\$ 1,209,810</b>	<b>\$ 686,509</b>

Collected in % 99.6%

<b>TOTAL OUTSTANDING</b>	<b>\$ 19,110</b>	<b>\$ 10,700</b>	<b>\$ 5,365</b>	<b>\$ 3,045</b>
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Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

Note (2): Adjustments made by the Osceola County Tax Collector.

**Cash and Investment Report**  
*August 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%	\$490,778
Money Market Account	BankUnited	Money Market Account	n/a	5.15%	\$708,626
<b>Subtotal</b>					<b>\$1,199,404</b>

**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 Reserve Fund	US Bank	US Bank Gcts	n/a	3.80%	\$607,313
Series 2014 Revenue Fund	US Bank	US Bank Gcts	n/a	3.80%	\$646,822
Series 2014 Revenue Fund	US Bank	US Bank Gcts	n/a	3.80%	\$18,510
Series 2015 Prepayment Fund	US Bank	US Bank Gcts	n/a	3.80%	\$26,511
Series 2015 Reserve Fund	US Bank	US Bank Gcts	n/a	3.80%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Gcts	n/a	3.80%	\$284,276
<b>Subtotal</b>					<b>\$1,923,432</b>
<b>Total</b>					<b>\$3,122,836</b>

## MEMORANDUM

**TO:** Board of Supervisors, Harmony CDD  
**FROM:** Charlie Babouri, Accountant  
**CC:** Angel Montagna, District Manager  
**DATE:** September 18, 2023  
**SUBJECT:** August 2023 Financials

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Please find the attached August 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 Charlie.Babouri@Inframark.com.

### General Fund

- Total Revenue through August is approximately 103% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 99.6%.
  - Insurance Reimbursements - Includes reimbursements received from Florida Insurance Alliance.
  - Garden Lot - Includes lease payments for garden lot.
- Total Expenditures through August are at 83% of the annual budget.
  - ▶ Administrative
    - P/R-Board of Supervisors - Includes payroll for meetings through August 2023.
    - ProfServ-Engineering - Pegasus Engineering services through July 2023.
    - ProfServ-Legal Services - Kutak Rock general counsel through August 2023.
    - ProfServ-Management Consulting - Contract with Inframark.
    - ProfServ-Property Appraiser - Annual fees charged by Katrina S Scarborough property appraiser's office.
    - 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.
    - Rental - Meeting Room - Includes charges for Zoom, Amazon ethernet switch, Microsoft email, web hosting, and onboarding of ADA compliant website.
    - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
    - Legal Advertising - Legal and public notices by Sun Publications.
    - Misc-Records Storage - Includes charges for records research and monthly records storage.
    - 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 through January 2023.
    - Contracts-Trees & Trimming - Contract with Servello and Sons through January 2023.
    - Contracts-Trash & Debris Removal - Contract with Servello and Sons through January 2023.
    - Contracts-Landscape - Contract with Servello and Sons through January 2023. Includes credit on November 2022 and January 2023 invoices. New vendor as of February 2023 is Benchmark Landscaping.
    - Contracts-Shrub/Ground Cover - Contract with Servello and Sons through January 2023.
    - R&M Irrigation - Includes various irrigation supplies and repairs by Servello and Sons through January 2023. New vendor as of February 2023 is Benchmark Landscaping.
    - R&M-Trees and Trimming - Includes tree trimming and replacement by Servello and Sons, Brightview Landscape Services, and Benchmark Landscaping.
  - ▶ 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, splash pad fountain repairs by Professional Fountain Services, and pool motor replacement by Florida Aqua Group.
    - R&M-User Supported Facility - Includes jet clean line at dog park and poolhouse bathroom repairs 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, electrical panel repairs, signs, and two benches.
    - 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, access control cards, repair to dock access control unit, and lock replacement.
    - 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 transferred from the general fund to the series 2015 debt service fund in March 2023.
    - Interest Expense - Interest portion of VC1 debt service assessment transferred from the general fund to the series 2015 debt service fund in March 2023.

### General Fund Reserves

- ▶ \$60,440 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 \$786,566 FY23 expenditures.
  - Reserve-Other - Includes storm drain repairs by Atlantic Pipe Services, road grading and stone by Gary's Grading Inc, gazebo awning repairs by Sunshades Awning, and pay apps 1 and 2 towards roadway rehab project by Carr and Collier.

## Invoice Approval Report # 280

SEPTEMBER 15 2023

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
BENCHMARK	1045	R	\$ 55,000.00
		Vendor Total	<u>55,000.00</u>
CARR AND COLLIER INC	3	R	\$ 31,727.00
		Vendor Total	<u>31,727.00</u>
CHARTER COMMUNICATIONS - ACH	1997500080623	R	\$ 123.98
	1997518082823	R	\$ 119.98
		Vendor Total	<u>243.96</u>
ELAN FINANCIAL SERVICES	82423-1777ACH	R	\$ 1,487.00
		Vendor Total	<u>1,487.00</u>
INFRAMARK, LLC	99898	R	\$ 39,789.25
		Vendor Total	<u>39,789.25</u>
KUTAK ROCK LLP	3265313	R	\$ 5,986.00
		Vendor Total	<u>5,986.00</u>
ORLANDO UTILITIES COMMISSION-ACH	081023-9921 ACH	R	\$ 12,862.82
		Vendor Total	<u>12,862.82</u>
OSCEOLA COUNTY CODE ENFORCEMENT OFFICE	LMA23-0298	R	\$ 35.00
	LMA23-0299	R	\$ 35.00
	LMA23-0302	R	\$ 35.00
	LMA23-0309	R	\$ 35.00
		Vendor Total	<u>140.00</u>
POOLSURE	101295646395	R	\$ 60.00
	101295646396	R	\$ 35.00
	101295646890	R	\$ 864.00
		Vendor Total	<u>959.00</u>
SERV US@, LLC	4576	R	\$ 192.37
		Vendor Total	<u>192.37</u>
SUN PUBLICATIONS DBA	1EB2C5E2-0001	R	\$ 75.34
		Vendor Total	<u>75.34</u>

## Invoice Approval Report # 280

SEPTEMBER 15 2023

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
TOHO WATER AUTHORITY - ACH	081523-8389 ACH	R	\$ 11,397.65
			\$ 1,095.75
			\$ 3,078.30
			\$ 329.17
			\$ 3,297.45
			\$ 349.20
		Vendor Total	<u>19,547.52</u>
WASTE CONNECTIONS OF FLORIDA	1460255W460	R	\$ 346.21
		Vendor Total	<u>346.21</u>
WILLIAMS SCOTSMAN, INC	9017594023	R	\$ 138.99
		Vendor Total	<u>138.99</u>
Total			\$ 168,495.46

Total Invoices \$ 168,495.46



**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: Harmony HROA

Address: 811 Mablette St Kennesaw Ga

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: Jen Abramson

E-mail: HarmonyAchtz@gmail.com

Work Phone: 407 709 0187

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

**EVENT INFORMATION**

Type of event: Movie Night

Requested location: Town Square

Event date(s): 10-13-23

Times From: 6 (a.m./p.m.)

To: 10 (a.m./p.m.)

Anticipated # of attendees: 100

What age group? all

**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



NOTE: The attached Rider page must also be signed.

## 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), FL 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, FL Statutes.

## 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: \_\_\_\_\_



STATE OF EMERGENCY RIDER PAGE

PANDEMIC INDEMNIFICATION

By utilizing District facilities, there are certain risks arising from or related to possible exposure to **COMMUNICABLE DISEASES** including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the **CORONAVIRUS DISEASE** (also known as **COVID-19**) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases").

The **EVENT ORGANIZER** represents he or she is fully aware of the hazards associated with such Communicable Diseases and knowingly and voluntarily **ASSUMES FULL RESPONSIBILITY** for any and all risk of personal injury or other loss that he or she may sustain in connection with such **COMMUNICABLE DISEASES**.

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: \_\_\_\_\_





## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### Harmony Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## **About FIA**

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

### **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

### **What Are Members Responsible For?**

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

**Harmony Community Development District**  
**c/o Inframark Management Services - Celebration 313 Campus Street**  
**Celebration, FL 34747**

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123755**

## **PROPERTY COVERAGE**

### **SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$1,257,902
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	\$262,679

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<b><u>Valuation</u></b>	<b><u>Coinsurance</u></b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<b><u>Coverage</u></b>	<b><u>Deductibles</u></b>	<b><u>Limit</u></b>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**\$13,152**

**Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

## CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

## Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0



## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	1	\$1,000,000 \$0 Deductible	Included
Personal Injury Protection	5	Separately Stated In Each Personal Injury Protection Endorsement	Included
Auto Medical Payments	2	\$2,500 Each Insured	Included
Uninsured Motorists including Underinsured Motorists	2	\$100,000	Included
Physical Damage Comprehensive Coverage	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Included
Physical Damage Towing And Labor	7	\$250 For Each Disablement Of A Private Passenger Auto	Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

**Cyber Liability sublimit included under POL/EPLI**

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$1,000,000 each claim/annual aggregate



## PREMIUM SUMMARY

**Harmony Community Development District**  
**c/o Inframark Management Services - Celebration 313 Campus Street**  
**Celebration, FL 34747**

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123755**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$13,152
Crime	Not Included
Automobile Liability	\$518
Hired Non-Owned Auto	Included
Auto Physical Damage	\$516
General Liability	\$4,839
Public Officials and Employment Practices Liability	\$3,907
Deadly Weapon Protection Coverage	Included
<b>TOTAL PREMIUM DUE</b>	<b>\$22,932</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



**PARTICIPATION AGREEMENT**  
**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Harmony Community Development District

\_\_\_\_\_  
(Name of Local Governmental Entity)

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

\_\_\_\_\_  
Print Name

Witness By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: \_\_\_\_\_  
Administrator



## PROPERTY VALUATION AUTHORIZATION

**Harmony Community Development District**  
**c/o Inframark Management Services - Celebration 313 Campus Street**  
**Celebration, FL 34747**

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### QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<input checked="" type="checkbox"/>	Building and Content TIV	\$1,257,902	As per schedule attached
<input checked="" type="checkbox"/>	Inland Marine	\$262,679	As per schedule attached
<input checked="" type="checkbox"/>	Auto Physical Damage	\$24,033	As per schedule attached

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

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

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



**PUBLIC ENTITY**  
**FLORIDA UNINSURED MOTORISTS COVERAGE SELECTION OF LOWER LIMITS OR REJECTION**  
**OF COVERAGE**

**YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS**  
**YOU OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR LIABILITY**  
**LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.**

Quote Number: 100123755	Term: <b>October 1, 2023 to October 1, 2024</b>
Insurer: Florida Insurance Alliance	
Applicant/Named Insured: <b>Harmony Community Development District</b>	

Florida law permits you to make certain decisions regarding Uninsured Motorists Coverage provided under your policy. This document describes this coverage and various options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability policies include Uninsured Motorists Coverage at limits equal to the Liability Coverage in your policy, unless you select a lower limit offered by the company or reject Uninsured Motorists Coverage entirely.

Please indicate by initialing below whether you entirely reject Uninsured Motorists Coverage or whether you select this coverage at limits lower than the Liability Coverage of your policy.

<input type="checkbox"/>	I reject Uninsured Motorists Coverage entirely.
<input checked="" type="checkbox"/>	I reject Combined Single Limit for Liability Coverage and I select a lower limit of \$100,000.

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Liability limits. If I decide to select another option at some future time, I must let the Insurer or my agent know in writing.

---

Applicant's/Named Insured's Signature

---

Applicant's/Named Insured's Printed Name

---

Date

**Harmony Community Development District**

Policy No.: 100123755  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
1	Buck Lake Dock		Waterfront structures	10/01/2023		\$214,500		\$214,500	
	School House Road and Cat Brier Tr Harmony FL 34773			10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
2	Swim Club (Pool House)		2003	10/01/2023		\$268,079		\$268,079	
	7255 Five Oaks Drive Harmony FL 34773		Joisted masonry	10/01/2024					
	Complex			Metal panel					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
3	Boat House		Waterfront structures	10/01/2023		\$49,712		\$49,712	
	School House Road and Cat Brier Tr Harmony FL 34773			10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
4	Pool		2003	10/01/2023		\$44,748		\$44,748	
	7255 Five Oaks Drive Harmony FL 34773		Below ground liquid storage tank / pool	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
5	Pool Amenity Facility		2007	10/01/2023		\$230,699		\$230,699	
	7124 Harmony Square Drive Harmony FL 34773		Joisted masonry	10/01/2024					
	Complex			Metal panel					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
6	Pool		2007	10/01/2023		\$26,664		\$26,664	
	7124 Harmony Square Drive Harmony FL 34773		Below ground liquid storage tank / pool	10/01/2024					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Const Type	Roof Covering		Covering Replaced	Roof Yr Blt	
7	Lakeshore Park Restrooms		2003	10/01/2023		\$55,000		\$55,000	
	School House Road and Cat Brier Tr Harmony FL 34773		Joisted masonry	10/01/2024					
	Pyramid hip			Metal panel					

Sign: \_\_\_\_\_

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

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



**Harmony Community Development District**

Policy No.: 100123755  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address			Term Date	Contents Value				
	Roof Shape	Roof Pitch		Const Type	Roof Covering	Covering Replaced	Roof Yr Blt		
8	Splash Pad/Fountain		Pump / lift station	10/01/2023	\$165,000		\$165,000		
	3300 School House Rd Harmony FL 34773			10/01/2024					
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address			Term Date	Contents Value				
	Roof Shape	Roof Pitch		Const Type	Roof Covering	Covering Replaced	Roof Yr Blt		
9	Pedestrian Foot Bridge		Bridges	10/01/2023	\$41,250		\$41,250		
	3342 School House Rd Harmony FL 34773			10/01/2024					
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address			Term Date	Contents Value				
	Roof Shape	Roof Pitch		Const Type	Roof Covering	Covering Replaced	Roof Yr Blt		
10	Pedestrian Foot Bridge		Bridges	10/01/2023	\$41,250		\$41,250		
	3356 School House Rd Harmony FL 34773			10/01/2024					
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address			Term Date	Contents Value				
	Roof Shape	Roof Pitch		Const Type	Roof Covering	Covering Replaced	Roof Yr Blt		
11	Walkway & Dock		2003	10/01/2023	\$44,000		\$44,000		
	3342 School House Rd Harmony FL 34773		Waterfront structures	10/01/2024					
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address			Term Date	Contents Value				
	Roof Shape	Roof Pitch		Const Type	Roof Covering	Covering Replaced	Roof Yr Blt		
12	Walkway & Dock		2003	10/01/2023	\$44,000		\$44,000		
	3356 School House Rd Harmony FL 34773		Waterfront structures	10/01/2024					
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address			Term Date	Contents Value				
	Roof Shape	Roof Pitch		Const Type	Roof Covering	Covering Replaced	Roof Yr Blt		
13	Miscellaneous Unscheduled Property		Property in the Open	10/01/2023	\$33,000		\$33,000		
	Varoiuis Harmony FL 34773			10/01/2024					
			Total:	Building Value \$1,257,902		Contents Value \$0		Insured Value \$1,257,902	

Sign: \_\_\_\_\_

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

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

**Harmony Community Development District**

Policy No.: 100123755

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Unscheduled IM Items (Max \$15,000 Per Item)		Other inland marine	10/01/2023 10/01/2024	\$140,000	\$1,000
2	MirroCraft Outfitter 16' Aluminum Boat 1/ 40hp Evinrude	MRR61212H304	Mobile equipment	10/01/2023 10/01/2024	\$8,311	\$1,000
3	Weeres Fish 16' Pontoon Boat w/Trailer	WRSF96036405	Mobile equipment	10/01/2023 10/01/2024	\$9,700	\$1,000
4	2016 Sun Tracker/Sig Bass Buggy 16'	BUJ24907C616	Mobile equipment	10/01/2023 10/01/2024	\$15,240	\$1,000
5	Lowe Roughneck 18' Welded Jon Boat w/2 Trolling Motors	R1860VT	Mobile equipment	10/01/2023 10/01/2024	\$9,760	\$1,000
6	Weeres Fish 20' Pontoon Boat w/Trailer	G405	Mobile equipment	10/01/2023 10/01/2024	\$13,265	\$1,000
7	2018 1860 Jon Tracker	BUJ25571D818	Mobile equipment	10/01/2023 10/01/2024	\$8,500	\$1,000
8	2019 Sun Tracker/Pontoon Boat	BUH94561J819	Mobile equipment	10/01/2023 10/01/2024	\$19,903	\$1,000
9	Stock Trailer 260C	POT22242	Rented, borrowed, leased equipment	10/01/2023 10/01/2024	\$38,000	\$1,000
				<b>Total</b>	<b>\$262,679</b>	

Sign: \_\_\_\_\_

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

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



**Harmony Community Development District**

**Policy No.:** 100123755  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	APD Rptd
1	GMC	TK15703		10/01/2023	\$1,000	10/01/2023	10/01/2023		\$24,033
1	2016	1GTN2LEH4GZ135455	Light Truck	10/01/2024	\$1,000	10/01/2023	10/01/2024	Actual cash value	\$24,033
								Total	\$24,033
								APD Rptd	\$24,033

Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_