

Mr. Lomasney stated we are still going ahead with the irrigation. We also have a proposal for Tract K wiring.

i. **Proposal #563 for Tracking and Exploratory Work for Tract K**

ii. **Proposal #564 to Run Wire from Closest Satellite to Tract K**

Ms. Kramer stated the first two proposals are for Tract K for wiring and other things. That is actually a developer expense, so please ignore those two proposals. Those do not have to do with the CDD.

Mr. Lomasney stated right.

Ms. Kramer stated they were sent in error.

iii. **Proposal #754 for Irrigation Repairs**

Ms. Kramer stated there is a third proposal for irrigation.

Mr. Lomasney stated yes, it is for four timers to be installed. One was already replaced due to an emergency situation where sod was being laid. We had installed that and located a valve.

Ms. Kramer asked is this for additional, fairly expensive repairs?

Mr. Lomasney stated it is additional because as we fixed the lines, we move on down, and we are discovering more things. There are four that need to be replaced.

Ms. Kramer asked so the \$20,000 is not just for the four controllers, though?

Mr. Lomasney stated no.

Ms. Kramer asked it is for more than that?

Mr. Lomasney stated yes.

Ms. Kramer stated I presume this proposal is for basically another not-to-exceed \$20,000 for further maintenance to bring the system up to standards.

Mr. Lomasney stated yes. As we go, we are finding more leaks, more discovery, and we are repairing those, the timers and the valves. As we go through it is improving, but we are discovering more.

Ms. Kassel stated I would like to see the proposal reworded so that we know. It looks like we are just paying for these things that are listed here: replacing bad controllers, locate missing zones, four days to locate missing coverage areas, track areas still down with unknown controllers, and replace heads and lines. It does not say "not to exceed." I am confused, because what Ms. Kramer was saying about four controllers is not even on here. It says replace three bad controllers. I am confused about what this proposal is for. We agreed to \$20,000 to initiate an irrigation exploration.

Mr. Lomasney stated overhaul.

Ms. Kassel stated it was just an exploration, not even an overhaul.

77 Ms. Montagna stated that was a not to exceed of \$25,000. That has been exhausted.

78 Ms. Kramer asked and that has been repairs, not just exploration?

79 Ms. Montagna stated no.

80 Mr. Perez stated I do not believe Mr. Lomasney was here for that meeting, but when you took
81 over the initial 30 days, I think they asked for a 60-day extension because there was so much they
82 found. They came to us and talked about closing the system.

83 Ms. Montagna stated looping it.

84 Mr. Perez stated they sat here and said they are going to make some repairs and lateral line
85 repairs and find valves and fix those, but that will then cause additional stuff that has not been
86 running to be found as broken after that initial \$25,000 that they proposed. That is what this
87 additional \$20,000 as a not to exceed would then move forward to.

88 Ms. Kassel asked are we going to be asked for another \$20,000 after this?

89 Mr. Perez stated the problem, Ms. Kassel is, I do not think they know that answer. I do not
90 think we know that answer because there are so many valves. For example, the pocket park where
91 the alleyway was at, there are only two valves that are working when that alleyway was stripped.
92 We were told there were three, and they found a fourth valve there. So there were two valves there
93 that were not even working prior to these guys taking over and doing their audit. They would not
94 have known that. As they are going to the controller and turning stuff on, if the valve was
95 disconnected or there is a bad solenoid, it would not fire. Now the next step would be for them to
96 track the wire, which luckily they did not have to do at the pocket park because we had working
97 going on there, and that is how they determined there was a fourth valve. There could be more,
98 and I do not want to speak on behalf of Benchmark because I do not know how much more there
99 may be, but these, from what I was explained to by Jacob, these repairs include clocks that were
100 bad that we knew about, and from closing the main line and the lateral lines and fixing valves that
101 were not working in the initial process, this is now what is coming down the line for additional
102 repairs, from getting stuff that was not working back up and running.

103 Ms. Kramer stated I think what would help us is if we could get an itemized summary of the
104 work that was done on the first \$25,000, so we can see what all has been going on, and give us an
105 idea of where the next \$20,000 that they are asking for is going to be going. I know you cannot
106 predict everything. This is money they are going to need as things start popping up as they go.

107 Ms. Montagna asked do we have the binders already that they provided?

108 Mr. Perez stated we have the binders from their initial inspection, but some of that is going to
109 show the zones not working. Once they kick those on, now you are going to have a zone kicked
110 on and 10 or 15 heads or a lateral line break or whatever it is. We can ask for more description.
111 Again, if the Board wants to move forward with a not to exceed, we will not move forward with
112 approving it until we get a proposal that is presented that is more in depth, if that helps. You are
113 into your rainy season. I just do not want you to forget about this. The way the contract is written,
114 they will become responsible for anything less than two inches, but they have to get the system
115 operational first for them to become responsible. If you sit on it, then theoretically the way the
116 contract is written, they are not responsible for anything less than two inches because they have
117 not accepted the system because there are so many repairs still.

118 Ms. Kassel stated I understand. What I am trying to get at is, what percentage of system
119 exploration and repair are they at with the \$25,000? Where do they expect to be with the additional
120 \$20,000? Are we going to be 90% or 100% through or 50% through? Where are we?

121 Mr. Perez stated I believe the \$25,000 initial is done.

122 Ms. Kramer asked but how far did it get us?

123 Ms. Kassel asked how far in terms of looking at the whole system did they get? Are they 25%
124 done?

125 Mr. Lomasney stated I will get with Jacob and find out percentage wise where we are at and
126 where the \$25,000 has taken us and where we see the \$20,000 taking us. As Mr. Perez was saying,
127 once we make these corrections, it will take us farther down the line, and we will find more
128 problems, more issues, more timers that are bad, and more bad valves. That is how that was done.

129 Mr. Perez stated some of the stuff they are talking about—timers and valves—are not meeting
130 the two inches and under.

131 Ms. Kramer stated that is going to cost us anyway.

132 Mr. Perez stated we do need better descriptions. Like the last time, you guys gave us head
133 counts, you gave us number of lateral breaks, you gave us estimated number of mainline breaks.
134 That is what we want to see on this proposal to move forward with it.

135 Ms. Kassel stated also how far this is getting us percentage wise from where we started to the
136 \$25,000 to the \$20,000, and where the \$20,000 will take us approximately, like are we 50% done
137 or 75% done.

138 Ms. Kramer stated however, my understanding is they are at a standstill, moneywise, and they
139 cannot continue on with repairs at this point. If the Board is willing to provide a not to exceed for

140 further repairs to close the system, so to speak, if it is \$20,000 or something less, I would entertain
141 a motion.

142 Ms. Kassel stated we have a proposal. I would like to hear from our attorney if that is a wise
143 thing to do. The proposal is not very detailed and does not show a lot of information.

144 Ms. Kramer stated I would not adopt this proposal. I would not grant this proposal.

145 Ms. Montagna stated money.

146 Ms. Kramer stated I would go with another motion that Mr. Eckert could help us with.

147 Mr. Eckert stated sure, what I would suggest, because I think it is a very valid question the
148 Board members are raising, you could approve a not-to-exceed amount subject to final review and
149 approval by a Board member who wants to dig into this and wants to make sure they get the
150 proposals that have the backup you want and not approving it before you understand where the
151 \$25,000 went. Because if they come back and say the \$25,000 got you 3% done, I am pretty sure
152 you are going to come back to the Board and have a different discussion on that item. Now, I am
153 not suggesting that is where it is, but you can approve it and give a Board member the ability to
154 work with District staff to refine it so that you actually know where this money is going after you
155 understand where the last money went.

156 Ms. Kassel asked what does the motion sound like?

157 Mr. Eckert stated the motion would be to approve not to exceed \$20,000 in irrigation repairs
158 with Benchmark, subject to District management and a specific Board member approving the work
159 before it gets done.

160 Ms. Kramer asked who is the Board member? Ms. Kassel?

161 Ms. Kassel stated that is fine.

162

163 Ms. Kassel made a MOTION to approve not to exceed \$20,000
164 for Benchmark Landscaping to provide irrigation repairs, subject to
165 District management and Ms. Kassel approving the work before it
166 gets done.

167 Mr. Leet seconded the motion.

168

169 Upon VOICE VOTE, with all in favor, unanimous approval was
170 given not to exceed \$20,000 for Benchmark Landscaping to provide
171 irrigation repairs, subject to District management and Ms. Kassel
172 approving the work before it gets done.

173

174 Ms. Kramer stated you will be working with Ms. Kassel and Inframark to pull all that together,
175 to confirm where we are and where we are going with the additional money. You, along with our
176 District manager, will work to get that.

177 Mr. Chokanis asked how long does this \$20,000 last for?

178 Mr. Lomasney stated it just depends per break, per situation. Each thing costs something
179 different. The valve is a lot different than a sprinkler head. Once we put eyes on that, we can give
180 a better answer.

181 Mr. Chokanis asked how long did the \$25,000 last for, two or three months?

182 Ms. Montagna stated three.

183 Ms. Kassel asked is that right, Mr. Perez?

184 Mr. Perez stated yes, but it is not necessarily allotted a timeframe. It is more allotted to
185 materials and labor to fix what was broken.

186 Mr. Chokanis stated but if we are exploring around and we are not finding things broken, that
187 is labor and time.

188 Mr. Lomasney stated no, we are finding them.

189 Ms. Kramer stated our system is trash.

190 Mr. Perez stated the initial inspection did come back with, I believe, over 65 heads broken,
191 five rotors, 30+ sprays, 15 or 16 mainlines or laterals, so that was identified in their initial 60-day
192 audit. They found clocks that were not working, so those monies when to fix that. The way they
193 explained it is, the system was not closed. With all these breaks, when you turn something on, if
194 you have a mainline break, you are losing pressure down the line. So once you fix that mainline,
195 you re-pressurize farther down the line, and you may find more stuff that was broken that is not
196 really showing yet. That is where we are at with this one.

197 Ms. Kassel stated but we do not know what percentage of the system has been repaired.

198 Mr. Chokanis stated it would be nice to see a map, maybe of where they covered and where
199 they are going.

200 Ms. Kramer stated that would be helpful.

201 Ms. Kassel stated or at least what percentage.

202 Mr. Chokanis stated they will know the percentage if you know where the lines and the heads
203 are.

204 Ms. Kassel stated if we know the percentage, then we do not really need the map.

205 Ms. Kramer stated it will help. I am a map person, also.

206 Mr. Eckert stated there should be a work authorization under your existing agreement.

207 Ms. Kramer stated right.

208 Mr. Eckert stated it is not just signing this proposal, because it is a not to exceed. We need to
209 make sure unit prices are associated with it. Four days to locate missing coverage areas. What is
210 the cost for that if it is not in our contract already. Those are some of the issues that we will be
211 able to work through.

212 Ms. Phillips asked does anyone know how many miles of irrigation system we have in
213 Harmony?

214 Mr. Perez stated if you have 39 miles of sidewalk, you have probably 1,000 miles of irrigation.

215 Ms. Phillips asked if we do not spend this \$20,000, then what? Do we have an alternative?

216 Ms. Montagna stated yes, your irrigation does not work.

217 Ms. Phillips stated right. Then we lose our plants and our trees.

218 Ms. Kramer stated we are good. I will go forward and ask. I received a phone call on May 22
219 from Toho Water Authority ("Toho") saying there is a high-water notice, there is a problem. In
220 fact, evidently this high-water notice had been given out previously, and nothing was done about
221 it, and it is extremely high. I do not even know what the amount is for this. It at 0 Harmony Square
222 Drive West. The water bill for the previous month for this meter was \$455. For the month we just
223 paid, it is \$5,589. That is about a twelve-fold increase. And they say the current one looking at us
224 is going to be even higher.

225 Ms. Montagna asked what address is this?

226 Ms. Kramer stated 0 Harmony Square Drive West, and we actually have two meters there.

227 Mr. Perez stated there are three.

228 Ms. Kramer asked three?

229 Mr. Perez stated in that general area, yes.

230 Ms. Kramer stated it is 0 Harmony Square Drive West. The bigger issue I have, I am really
231 concerned about this. The good thing is, Toho usually works with it. If we get right on it, they will
232 actually credit us money back. But it is important that someone is watching these bills like a hawk,
233 and someone is taking their calls and passing them onto Benchmark, if not having them go to
234 Benchmark when they get these high-water bills.

235 Ms. Montagna stated I do not know who Barbara set that up with.

236 Ms. Kramer stated they were going to Ms. Sally Chalkley.

237 Ms. Montagna stated Ms. Chalkley is retired.

238 Ms. Kramer stated Ms. Chalkley left, and whoever answered the phone at Inframark on May
239 22 said, "Ms. Chalkley is gone; call Ms. Kramer" and gave them my number. I do not mind taking
240 the call, but I do not think it is the most efficient way to do it.

241 Ms. Montagna stated probably not.

242 Ms. Kramer stated it would have been good if Benchmark is getting these bills the moment
243 you get them, and they can take a look and see the irrigation water is going berserk, hopefully
244 Toho is trying to get a real time system to where our vendor can actually look at our service in real
245 time and see what is going on. Until then, we need someone whose designated job is to watch
246 these. Help me with that.

247 Ms. Montagna stated yes, that is easy. We need to call them and put it in my name. I am not
248 sure why it was ever in Ms. Chalkley's name, just because she pays the bills. That is probably not
249 the best person to be sending that to. It should have been coming to me all along. I have no problem
250 sending you, Benchmark, all those bills.

251 Mr. Lomasney stated I will look into that meter immediately, priority one, and see if there is
252 something we can do to stop the bleeding and resolve that.

253 Mr. Perez stated also to that, there was a mainline break that Toho shut down all of Harmony
254 the end of March, the first of April. It was a considerable leak and a valve blowout that was
255 repaired. That is the information I got today from Jacob. That is probably why your invoice for
256 this month shows high.

257 Ms. Kramer asked is it this one? Are we confirmed that Toho confirmed this one?

258 Mr. Perez stated yes, that is my communication with Jacob.

259 Ms. Kassel asked do you have a meter number?

260 Ms. Kramer stated yes, I have a meter number.

261 Mr. Perez stated yes, 000784430.

262 Ms. Kassel stated no.

263 Ms. Kramer stated no.

264 Mr. Perez stated that is 0 Harmony Square Drive West.

265 Ms. Kramer stated I am sorry, that is our account number. I thought you said meter number.

266 Mr. Perez stated on the meter map, that is what matches that account.

267 Ms. Kramer stated that is the account number. The meter number is different.

268 Ms. Kassel stated okay, so you were talking about the account number, not the meter number.

Mr. Perez stated we have a meter map that has all these numbers on there, and they are all different numbers. That number associates with 0 Harmony Square Drive West.

Ms. Kramer stated okay, I am just letting you know that is the account number: 000784430 according to the Toho bill is our account number. You may call them a meter number, but if you speak with Toho, they will know it as an account number. Does that make sense?

Mr. Perez stated no. I will show you the map, and that map associates with what we get from Toho, yes, on their account number, but if you look at the account number for that, and I do not know who created that map, we did not, but here is the \$5,500 bill which associates with 784430, which on that map is down at the very bottom.

Ms. Kramer stated this is a meter map, but it has account numbers associated with the meters.

Ms. Montagna stated that is what he is saying.

Mr. Perez stated that is what I am saying, that is the \$5,500 charge you are looking at.

Ms. Kassel stated these numbers are account numbers; they are not meter numbers.

Ms. Montagna stated correct.

Ms. Kramer stated 0 Harmony Square Drive West, the second one, went from \$278 to \$700. Again, we have several, so that is why our bill was \$19,000 that month.

Mr. Perez stated we are also pushing a lot more water as dry as it was.

Ms. Kramer stated yes, but it has been dry for a lot of months. Just be aware. I knew the \$5,500 one must have been some sort of break or problem, and I am sure you will find it.

Mr. Lomasney stated right, if it was already repaired, like what Jacob is saying, then it is resolved, but we will still follow up for the investigation and make sure there is no more leaking at that particular leak.

Ms. Kramer stated yes, and you can call Barbara, and he can give you her name and number, and she can even send you down the every-two-hour usage for what is coming out.

Mr. Chokanis asked are you guys running the water more for these leaks and these issues?

Mr. Lomasney stated per zone, but it is no more than a test. So each zone will run for a couple minutes while we are doing that once we discover whatever issue it may be. Then we shut it down, make the repair, and move on. It does not run its whole cycle.

Ms. Kassel stated there were a lot of valves that were turned off. Right? That are not running.

Mr. Lomasney stated yes.

Ms. Kassel stated so we are using more water because we had turned off areas that are now getting water.

301 Ms. Kramer stated or, I have seen on a couple meters where they may have had two or three
302 zones or valves, and because they found the other ones, they have turned on another one, and then
303 the other one goes down because they do not need to use spray as hard. What I will do is hand this
304 to you. These are the two high meters at 0 Harmony Square Drive West. That way you have all
305 the meter number and account number for that particular meter and all the information.

306 Mr. Chokanis asked who did that mapping?

307 Mr. Perez stated I do not know. The dates for that ACH for \$5,500 was from March 21, 2023,
308 to May 17, 2023. So that falls in line with when that first mainline break was taking place.

309 Ms. Montagna stated yes, we have already established that. There was a leak, and it was
310 repaired.

311 Ms. Kramer stated since it has been repaired, we need to give evidence of the repair to Toho
312 so they can reimburse us. We need to be able to track the reimbursement. There are also several,
313 over five meters, that, for the last eight months, show no usage whatsoever of reclaimed water. I
314 will give you those, too, and that might give you a hint as to what other meters are shut off and not
315 functioning and need some attention. I thought I would provide you with that. If you get with Mr.
316 Perez, he can give you Barbara's contact information. She is ready to give you any of the data and
317 run those logistics. That will help.

318 Mr. Lomasney stated we have been doing the maintenance. We installed two oak trees at the
319 school today, 45 gallons. They will be staked Monday. We will be watering them by bucket, so
320 whether that particular zone is running or not, we are still going to make sure they are watered.

321 Ms. Kramer stated there is no zone there.

322 Mr. Perez stated our field staff has already been emailed, too, to make sure they are watering
323 daily for the first 60 days.

324 Ms. Montagna asked these are the replacement for Inframark?

325 Ms. Kramer stated that is to the school. We have not identified, but let me know if you find
326 irrigation in that. If you find irrigation in that verge area next to the school, let me know. My
327 understanding is, if there is irrigation in there, the school controls the water that goes to that. I will
328 try to work with the principal and Osceola County ("County") staff. I have some contacts with
329 them.

330 Ms. Kassel stated last month we approved the Nature and Animal Committee was going to
331 plant some amaryllis and spider lily bulbs, and you were going to tell us where to put them. We
332 have the volunteers ready to put them in. We just need to know where.

Mr. Lomasney stated I am available for whenever you would like to go over there, and I can give my recommendations.

Ms. Kassel stated I will give you a card.

Mr. Lomasney stated that will be perfect.

Ms. Kassel asked leaf pickup, was that done?

Mr. Lomasney stated we are still working on it. With the rain and the fertilizer, we did not want to go crazy with it. We wanted that granular fertilizer to soak in. But there is an area that has not been fertilized. We were doing some removals.

Ms. Kassel asked what about the areas that were fertilized? Will they be picked up later?

Mr. Lomasney stated yes, we are constantly doing it, especially in areas that were neglected over the course of some time. We will be constantly removing those. We have hot spots that are really bad, like we had discussed last week, and I had also discovered a couple other areas. They are on the list, the top of the list when it comes to leaf removal when I come to visit those areas first. We wanted the grass to fill in and look nice.

Ms. Kramer stated wonderful. That has really been needing a lot of that.

Mr. Chokanis asked since we are still fixing the irrigation, is there any spots in the grass that are dying that we need to look at and fix?

Mr. Lomasney stated we have hot spots. That is probably along with the budget. We found some hot spots at the end of the cul-de-sac that were pretty bad by the soccer field with the splash pad, the whole thing went down instead of just the splash pad. So we are rebounding in that area, as well. There are a few spots. The rain is going to help. When the rain stops, it will become an issue again. That is why we want to keep progressing with the irrigation.

Mr. Chokanis asked when you give us the updated quote, can you give us the estimate of when you guys think you can complete this task, like a timeframe?

Mr. Lomasney stated yes, we can. Just be mindful that we can only know what is broken.

Mr. Chokanis stated I understand. Just give us an estimate.

Mr. Lomasney stated I can give you a ballpark estimate.

FOURTH ORDER OF BUSINESS Consent Agenda

A. Minutes for the April 27, 2023, Regular Meeting

The minutes are included in the agenda package and available for public review on the District's website or in the District Office during normal business hours.

Ms. Kramer stated the minutes for April 27, 2023, are summary minutes, not the near verbatim. If you do want the near verbatim, we can remove this from the consent agenda and wait and review

367 and pass near verbatim next month. It is the pleasure of the Board. Our policy has been to do the
368 near verbatim minutes.

369 **B. Financial Statements** *(April 2023)*

370 *The financial statements are included in the agenda package and available for public review*
371 *on the District's website or in the District Office during normal business hours.*

372 **C. #276 Invoices and Check Register** *(April 2023)*

373 *The Invoice Approval Report is included in the agenda package and available for public review*
374 *on the District's website or in the District Office during normal business hours.*

375 I have some comments about the invoice and check register, but I will let anyone else go first
376 on any of those three items.

377 Ms. Kassel stated maybe we can discuss them, and we can take a motion as to what we want
378 to do. I am happy with tabling the minutes until we have near verbatim. I do not know how the
379 rest of the Board feels. Then we can go over your questions, and then we move to approve the
380 consent agenda with these corrections or amendments or revisions.

381 Mr. Leet stated sounds good to me.

382 Ms. Kramer stated as far as the minutes, we will not approve these. We did not get our breakout,
383 and I did not see any money that has come back to us. We had some refunds that we are expecting.
384 I think you were tracking a few of those and where that money went, the \$22,000 refund from
385 Toho.

386 Ms. Montagna stated yes, that was applied in 2022, but I still have not seen how it is going to
387 be reflected.

388 Ms. Kassel stated I do not see it from Kutak Rock, either, the \$13,000 refund.

389 Ms. Montagna asked which one?

390 Ms. Kramer stated the \$13,000. You sent that over.

391 Ms. Kassel stated it is not reflected.

392 Mr. Eckert stated it was overnighted, I know that.

393 Ms. Kramer stated yes, but we have not seen it hit or show up. In the invoices and check
394 register, there are a couple of things I want to go over. The Carr & Collier for the alleyway, I have
395 several concerns with the categories there. Has this been approved yet for payment by our
396 engineer? Or where are we?

397 Ms. Montagna stated we have not made the final payment, but we made the first one.

398 Ms. Kramer asked just the first payment that they have applied for?

399 Ms. Montagna stated yes. Ms. Kramer stated I was concerned. The management of traffic, the
400 MOT, of \$26,475, it was very poorly done. I know Mr. Hamstra was not here onsite, but they did
401 not put up barricades. They just dropped three cones at the end, and we had traffic rolling over the
402 fresh pavement.

403 Ms. Kassel stated in many areas.

404 Ms. Kramer stated that caused some damage. They did not communicate well. I have problems
405 approving that. There was no signage, as should have been out. They had clearing and grubbing
406 for \$7,900, but I did not see any. There was some minor digging for the ribbon curbs, but I saw no
407 clearing or grubbing that went on. Mr. Hamstra, I am confused. It says compacted subgrade 12
408 inches. Can you explain to me what that was?

409 Mr. Hamstra stated yes, we could have talked about this on Monday. That has to do with the
410 compaction underneath the extension of the pavement and/or the ribbon curb.

411 Ms. Kramer stated okay. That is 12 inches? There is another compacted subgrade contingency
412 allowance?

413 Mr. Hamstra stated it could have been the trenches they put in.

414 Ms. Kramer stated they had a line item for the trenches. Then they gave an optional base group
415 04 which is six inches. I am not sure what that is.

416 Mr. Hamstra stated I will look it up. I wish we had talked about this on Monday. You are
417 hitting me cold turkey with all this stuff. We had this pre-meeting on Monday. I do not know why
418 you are doing this.

419 Ms. Kramer stated I do not know anything about Monday.

420 Ms. Montagna stated we had a pre-call.

421 Mr. Hamstra stated it was a pre-call.

422 Ms. Montagna stated we went through the agenda.

423 Mr. Hamstra stated this would have been the perfect time for me to look into this and respond
424 back.

425 Ms. Kramer stated I am sorry; I just got to this today. I looked at this, and I was really confused.
426 Our concrete ribbon curbs are cracking.

427 Mr. Hamstra stated we have garbage trucks driving over them.

428 Ms. Kramer stated this was before the garbage trucks went over them. Mr. Hamstra, I am sorry.

429 Mr. Hamstra stated I am not going to do this to this contractor, Ms. Kramer. I have had
430 everyone in the world second-guessing. I have known these guys for many, many years. I know

431 the inspector for many years. I am not going to do this to the vendor. I walked it today, every
432 square foot. I found nine problem areas. I think overall it looks great; I really do. We can sit here
433 for hours and talk about how we are going to reduce their fees or take it out of their approved
434 budget.

435 Ms. Kramer stated I am just really concerned. Mr. Leet, can you put up some pictures for me?
436 Before I even came on this Board, the Board was considering alleyway paving, and I did a lot of
437 investigation and research. Everything they said to look out for and be concerned about is showing
438 up in this paving project. This shows there is an area where they milled right next to an area where
439 they have not milled. And they milled approximately one-half inch down in many areas. However,
440 it was very uneven. The next picture, Mr. Leet. As you can see, some places were totally devoid
441 of any type of asphalt at all. It had totally chipped up. I guess it did not adhere to the subbase well,
442 and it totally came off. Yet when you measure, it was a major step from subbase to half an inch up
443 to that remaining road base that was not milled. Let us see the next one, Mr. Leet. This was all the
444 way around, so some of it was able to accept the one-inch of pavement they put back down, but
445 others of it, if they laid one inch in those voided areas, then they were only getting maybe one-
446 quarter to one-half inch on the rest of the pavement. The next one, Mr. Leet. This goes throughout
447 all the alleyways. The new alleyway, they laid the asphalt down. They did not finish the edges
448 well. The next one. The asphalt has gone over, we do not have the nice, even edges, and we have
449 a lot of millings and things in the new drains. We have a lot of ponding areas everywhere. They
450 are going back and filling in the ponding areas, but that is just chasing the ponding areas farther
451 down and leaving a big patch-like spot. They did not do any of the pollution control or protection
452 of our stormwater systems. We had an enormous amount of millings and asphalt down in there.
453 Then we also have the cracking that is in the ribbon curbs. And I was concerned about this, they
454 have not done the compaction under many of the ribbon curbs. Some of them are setting halfway
455 on the road base and are halfway on a totally uncompacted area. This is the edge of a driveway,
456 and they did not even come close to getting up to the top of the driveway with the asphalt. Then
457 we have plants that are not growing in the crevice between the driveway and the asphalt but
458 actually growing out of the asphalt itself. I cannot imagine. And we do not have straight edges
459 along any of the driveways. These are just some of my concerns. I would like them to try and
460 correct a lot of these. I did not see the job that I thought two-thirds of a million dollars would have
461 gotten us. That is \$647,000 that we are going to spend on this, and I expected a really good quality
462 job. The question now is, do we have an independent group come in and evaluate it and see what

463 the problem areas are? Again, standing water deteriorates the asphalt very quickly. These are my
464 concerns, and these are my concerns about going ahead and making payments.

465 Mr. Hamstra stated all right, my turn, I guess.

466 Ms. Kramer stated yes.

467 Mr. Hamstra stated if you will remember correctly, we did a public advertisement. Not one
468 contractor bid on this. We had all the big boys download the plans, and nobody was interested. So
469 I was given permission, thank you, Mr. Eckert, for letting me know we could go public. So I called
470 the guys I worked with for many years, and they team with Middlesex who is the County's
471 contractor for milling and resurfacing. When you do work like this in an alleyway, it is not going
472 to be like a brand new development. I think you guys think we are building a model home and it
473 is going to look crystal clear. You are ripping up with this machinery the old asphalt. You are
474 laying down the new asphalt. It is not going to be squeaky clean perfect. It is a rehabilitation
475 project. And we had an inspector out there from an international firm, the guys I have worked with
476 for many years—Middlesex—and we are sitting here questioning, I think, somebody's integrity
477 and quality of work, after the fact.

478 Ms. Kramer stated but that is my job.

479 Mr. Hamstra asked so we are waiting until we are done?

480 Ms. Kramer stated no, I called you numerous times during the project.

481 Mr. Hamstra stated and I talked with the contractors, and they assured me.

482 Ms. Kramer stated that is right; they assured you.

483 Mr. Hamstra stated I am not going to question their integrity. Ms. Kramer, I have known them
484 for many years. I do not look at people and think they are trying to screw me over. I take people
485 for their word, and then I have an independent guy out there watching them, who said they were
486 walking behind the machine as they were laying the asphalt. Yes, it may be less than one inch in
487 one area and maybe more than an inch in another. The base, I was told by everyone, it was in
488 horrible shape, and you are going to see cracking in less than six months because the soil cement
489 base is a mess. I already saw cracking already. You were not going to pay to do roadway
490 reconstruction.

491 Ms. Kramer stated I do not know. We were not given the opportunity to even make that
492 decision.

493 Mr. Hamstra asked what decision? Do roadway reconstruction?

494 Ms. Kramer stated right.

495 Mr. Hamstra asked you are going to pay \$2 million to redo them? There is no way you would
496 have done that.

497 Ms. Kramer stated I do not know what roadway reconstruction is going to cost right now. We
498 are paying \$647,000. They did not even try to protect our stormwater system. They did not even
499 try. They did not even do the first bit of work to really manage this project. They left us out. I
500 apologize to everyone here that I did not see the handwriting on the wall when they kept giving us
501 contradictory information or not providing information at all.

502 Mr. Hamstra stated and they were held hostage by the equipment they had to order. They were
503 not doing it purposely.

504 Ms. Kramer stated but it has been a nightmare from day one. I see real structural issues.

505 Mr. Hamstra stated I am going to be honest; I thought it was a good job. I am not just saying
506 that because I am sticking up for them. I think it turned out well. It really did. Yes, we walked
507 every bit of it this morning, and we have six areas they are going to fix, and the driveway you put
508 your tennis shoe next to is on the list.

509 Ms. Kramer stated there were about 12 driveways like that, or more. That is why I tried over
510 and over and over again to get you to come and walk with me.

511 Mr. Hamstra stated I paid somebody \$25,000. You want to pay me at my rate to be out here?

512 Ms. Kramer stated I just wanted you to come and see what was going on.

513 Mr. Hamstra stated I relayed everything I got from Ms. Phillips and Ms. Kassel and you to the
514 inspector and to the contractor. I did not ignore your emails and photographs. I said, "guys, stay
515 on top of this and make sure it is getting done right." I was not ignoring you, trust me.

516 Mr. Leet stated it sounds like there are still things on the punchlist, so maybe the resolution is
517 to make sure we maybe reconcile what you have on your punchlist with what Ms. Kramer
518 identified with the photographs, and make sure we are in agreement.

519 Mr. Hamstra stated that is pay request #1. There is still a big chunk you have not seen yet.

520 Ms. Kassel stated I would suggest we keep on top of this with the balance, which is two thirds.
521 We are looking at paying the first third. They certainly did at least that much work. So I would
522 suggest that we not withhold that but we approve invoice and check register for this first payment,
523 and we move forward. Any additional issues that you have identified, that you communicate them
524 with Mr. Hamstra to add to the punchlist.

525 Ms. Kramer asked are there companies that will do borings to make sure we have what we
526 need for a good alleyway project?

527 Mr. Hamstra stated you can swiss cheese all these alleys all you want. There are companies
528 that go out there. So if we find one area that is less than an inch and another area that is an inch
529 and a half, we can spend a lot of time and money trying to quantify to either prove these guys
530 cheated you or you got what you paid for. It did say the average is an inch.

531 Mr. Chokanis stated I do not think she is telling you that she was cheated on; she is saying she
532 wants the job done correctly and get what we paid for.

533 Ms. Kramer stated right.

534 Mr. Hamstra stated it was done correctly.

535 Mr. Chokanis stated obviously it was not because there are things that are missing.

536 Ms. Montagna stated there is always a punchlist at the end of a project.

537 Mr. Hamstra stated yes, and we did a punchlist today. We are going to fix that, so there is a
538 retainage that will be kept at a minimum, besides the second pay request that has already come in
539 that we already reviewed and commented on, but that is what the retainage is for, is the punchlist
540 items to be cleaned up. We watch them, and they agreed to do what we walked on. I will look at
541 your additional list. I walked the curbs, and the garbage trucks are already pushing the boulders
542 off the edge of the pavement. It is going to be a problem.

543 Ms. Kramer stated right, and that is why we had the ribbon curbs put in, so that we would not
544 have them pushing that asphalt out. The ribbon curbs would hold them in.

545 Mr. Hamstra stated over time, they do, but you have boulders out there already that I saw tire
546 marks on the boulders. I do not how we are going to continue to police that with Waste Pro, it may
547 be a guy pulling his jeep or boat in the back of a pickup truck. All the curbs are being botched up
548 by the homeowners, residents, FedEx, garbage trucks. That is why we put the ribbon curbs there,
549 to keep the asphalt from raveling off the edge, and it keeps it tight.

550 Ms. Kramer stated right.

551 Mr. Chokanis stated that is understandable. They are going to get damaged.

552 Ms. Kramer stated right, but the cracking I am seeing does not indicate wear and tear damage.

553 Mr. Hamstra stated concrete does not just crack on its own. There has to be a force or a pressure
554 on it. You do not pour concrete and then it just cracks.

555 Ms. Kramer stated unless it does not have a good base.

556 Mr. Hamstra stated no, something had to be applied on that surface. There is no reason a car
557 or pickup truck, whoever lives there, should have to go off the edge of these curbs.

558 Ms. Kramer stated I do not know. I am finding three to four already fairly serious cracks in
559 every single one of these ribbon curbs. I do not think people are driving over every single one of
560 them.

561 Mr. Hamstra asked you did not see the pictures from the garbage trucks? The big, huge wide
562 ones?

563 Ms. Kramer stated I saw that, but that is not happening with all of them. Like I am saying, it is
564 uniform through all the ribbon curbs. I do not know if it was a concrete problem or what the deal
565 is. I am just letting you know so you can further research it. That is what I am looking for from
566 you. I am hoping that you are scrutinizing the work from the point of view of the District and not
567 of the vendor.

568 Mr. Hamstra stated I am making sure you are getting the product we envisioned that Harmony
569 should get. I drove it. I walked it. I think it turned out well. Is it perfect? No. And we agreed there
570 are things they are going to fix. I will look at your additional list, and I will talk with them.

571 Ms. Kramer stated the other items I had, the Inframark invoice, there is a recording fee for this
572 past month for verbatim minutes, which we did not get, and it was for \$350 instead of what should
573 have been \$275. It should be off altogether.

574 Ms. Montagna stated that is my fault because when it happened, I did not relay it to them.

575 Ms. Kramer stated okay. Also the record storage fee is still on there of \$1,780.

576 Ms. Montagna stated I already have that in an email; they are crediting that.

577 Ms. Kramer asked you are letting them know now?

578 Ms. Montagna stated yes.

579 Ms. Kramer stated the OUC bill, we still have two bills for Harmony Tract K. Again, we had
580 a situation where we went over the agreement and everything. The Board needs to approve
581 accepting that, and my understanding is it has because it is showing up on our bill.

582 Ms. Montagna stated yes.

583 Ms. Kramer stated somehow it has been signed. I did not sign it.

584 Ms. Montagna stated back when Tract K came up, Mr. Sean Israel was here. He worked with
585 you. We have emails. In order for us to accept Tract K, what had been done previously is for the
586 developer to show that they paid everything that they have to pay. They sent us a copy of the check,
587 and all that, so we were able to move forward and accept the lights in Tract K. That is what
588 happened, and that is what you are paying for.

589 Ms. Kramer stated you need to realize that the agreement says that we need to approve that.
590 Do we need to bring that to the Board?

591 Ms. Montagna stated we can bring it back.

592 Mr. Eckert stated I looked at K400, K600, and K900. Is K different than those three?

593 Ms. Kramer stated no, this is the actual street lights.

594 Ms. Montagna stated this is the street lights, not that.

595 Ms. Kramer stated it is not a piece of property.

596 Mr. Eckert stated I am not sure I have looked at that issue. If I have, I have forgotten about it.

597 Ms. Montagna stated it is the normal light agreement.

598 Mr. Eckert asked is it an OUC agreement?

599 Ms. Montagna stated yes. That is all it is, where it is the lease. What happened was, the
600 developer had Tract K, and all the street lights are done I do not even know how long ago. it was
601 when Mr. Israel was here.

602 Ms. Kramer stated it was about four months ago because we paid four months of bills.

603 Ms. Montagna stated they reached out and said they want to turn these over to the District. I
604 researched it. Mr. Israel actually spoke with Ms. Kramer and said they have to provide us with a
605 copy of the check, showing they paid all their requirements, which is a large chunk of money.
606 Once that is done and it is paid in full, then we would just transfer the account into the District's
607 name. That is essentially what happened, and that is where we are today.

608 Mr. Eckert stated sure, and I know from reviewing that agreement as it related to the other
609 tracts, there is an engineer's certification.

610 Ms. Kramer stated yes, this was a separate section. It said the CDD had to accept that.

611 Ms. Montagna stated correct.

612 Mr. Eckert stated to answer your question, ideally it should come before the Board when they
613 accept it.

614 Ms. Montagna stated I have always done that.

615 Mr. Eckert stated that is the ideal way to do it. Then there is no question about it. It is not
616 necessarily required unless the agreement says, "subject to Board approval."

617 Ms. Montagna stated right. And it does not, but again, when we do turnovers for anything to
618 the District, the engineer walks it, whoever is needed to be there walks it, then they submit all the
619 documentation to the Board, and you all accept it. Street lights, that was something that came up,

620 and we followed suit. We reached out to the Chair and got that done. We got all the documentation.
621 They paid whatever. Moving forward, we can absolutely do that.

622 Ms. Kramer stated yes, I just feel better if we ratify it, just so nobody comes and asks why we
623 are paying these bills because they did not see it accepted.

624 Ms. Montagna stated sure, we will put Tract K on your next agenda, and the Board can ratify
625 it.

626 Ms. Kramer stated it is just the street lights.

627 Ms. Montagna stated yes that is all there is right now.

628 Ms. Kramer stated yes, Mr. Hamstra is waiting for as-builts and a couple other things from
629 them, and they are waiting for tracking down wires or something. The PFS work, the bill for
630 payment is in this package. Is there any problem with us going ahead? They currently have the
631 contract, but the work got done before the contract. Is there any problem with us going ahead and
632 authorizing payment?

633 Ms. Montagna stated it got done on an authorization.

634 Mr. Eckert stated I think you are going to be approving the contract tonight. Did they sign the
635 one that we sent them?

636 Ms. Kramer stated yes, we have already approved this work to be done.

637 Mr. Eckert stated I understand that, but what I am saying is, that was what we attached as the
638 initial work to the agreement. My question is, did they sign the agreement?

639 Mr. Perez stated not yet.

640 Mr. Eckert asked are they objecting to signing the agreement?

641 Mr. Perez stated no, they have not necessarily said anything. They were wondering, the email
642 I got back from them when I sent it over was if this was for the work that they are trying to propose
643 now for the repiping, and I said no.

644 Ms. Kramer stated right, but there will be a work authorization.

645 Mr. Eckert stated yes, there will be a work authorization for that additional work if the Board
646 approves it.

647 Mr. Perez stated correct.

648 Mr. Eckert stated I do not think I answered the question. I do not see a concern with going
649 ahead since it has already been done and been done under your other approval process. Again, the
650 agreement was just to get a master agreement in place so that each time this stuff comes up, we

651 can do a work authorization and we are not having to sign their proposals, which are written by
652 their attorneys.

653 Ms. Kramer stated right. I just wanted to be sure of that. We also have WillScot the staff trailer
654 that has been returned. I know Mr. Perez has been working on this, but I did not want to approve
655 it with the \$2,213.18 for the knockdown charge. We are not paying that, right?

656 Mr. Perez stated correct.

657 Ms. Montagna stated we short paid it.

658 Ms. Kramer stated okay, but it is in our approvals for our invoices.

659 Ms. Montagna stated it is.

660 Mr. Perez stated we sent that invoice over before.

661 Ms. Montagna stated in Avid it is short paid the knockdown rate of \$2,213.18.

662 Mr. Eckert stated the motion to approve them can just be without that charge.

663 Ms. Kramer stated with the exception of this.

664 Ms. Montagna stated yes.

665 Ms. Kramer stated let us keep this in the amendment. Also, another invoice they have for the
666 storage unit, they are charging us a full month for it. That is invoice 9017594023. They are billing
667 us for the entire month of May when they removed it on May 8. That needs to be addressed, also.
668 Those are my concerns about the invoices.

669
670 Ms. Kassel made a MOTION to approve the consent agenda,
671 except for the minutes, the invoices as discussed from Inframark for
672 recording fees for verbatim minutes and the record storage fee, the
673 WillScot staff trailer knockdown charge, the storage unit charge
674 between May 8 and 31, accepting the financial statements and
675 approving the remainder of the invoices and check run summary.

676 Mr. Leet seconded the motion.
677

678 Upon VOICE VOTE, with all in favor, unanimous approval was
679 given to the consent agenda, except for the minutes, the invoices as
680 discussed from Inframark for recording fees for verbatim minutes
681 and the record storage fee, the WillScot staff trailer knockdown
682 charge, the storage unit charge between May 8 and 31, accepting the
683 financial statements and approving the remainder of the invoices
684 and check run summary.

685
686 Ms. Montagna stated the WillScot invoices is prorated for May.

687 Mr. Perez stated I am looking at it right now. It is \$79.03.

Ms. Kramer stated no, that is for the staff trailer proration. If you look at the container for the other invoice, it is not prorated.

Mr. Perez stated I thought you were talking about the staff trailer.

Ms. Montagna stated I will look at it.

Mr. Leet stated it is for the full month with a late payment fee, as well.

Ms. Montagna stated May is to be prorated, and we already took care of the knockdown charge.

Ms. Kramer stated when you put the invoices in our package, if they have changed it, like they have taken off taxes or taken off a late fee or an interest charge or something, if you will just note that on the invoice, so when we see it, I do not have to go looking it up to make sure it actually happened that way.

Ms. Montagna stated sure, I can make that request.

Ms. Kramer stated I appreciate that.

FIFTH ORDER OF BUSINESS

Presentation of Fiscal Year 2024 Proposed Budget

A. Fiscal Year 2024 Proposed Budget

Ms. Montagna stated we all just went through it, and I will run down briefly for you if you would like, and then you can talk about the point of contention that you still have not determined, then we can move forward. Essentially what we did was went line for line. We will start with expenditures. Essentially, everything stayed the same, with the exception of management fee, which is a 3% increase in your contract. Miscellaneous contingency, we got rid of that line. Legal advertising, all that stayed the same. Meeting expenses we increased to include if the Board decides to go with Campus Suite, which we will be determining later so I can actually lower that amount if you decide not to do that and keep it the way you are doing it now. It also includes if you have to pay for future meeting space when this space goes away because currently you do not pay for this space. That is in administrative. Your field contract increased 10.9%. The reason for that was to cover labor expenses. We did not increase it last year, and there is about a 25% just labor rate increase, so that would basically be a pass-through to the field contract. That was an increase. Your Benchmark increase, you did take on a new landscaper mid budget year. With it being eight months of a carryover, essentially eight months from now to the carryover into your new budget, the full amount for year 2 is \$710,000, but you will be paying \$699,567. There was an increase there.

Mr. Chokanis asked how does that compare to our previous?

Ms. Montagna stated it is about \$200,000, I believe, roughly, a little more than that. That was the increase overall from one contractor to the next.

Ms. Kassel stated may I just add that we hired the same contractor as previously with the hope that they would improve their service, and they did not.

Mr. Leet stated even then, it was an increase of looks like over \$100,000 from the year before.

Ms. Kassel stated yes, so that is when we went out to bid again.

Ms. Montagna stated we did increase landscape replacement from \$35,000 to \$50,000, and that includes any kind of landscape replacement, enhancements, fire ant treatments, and sycamore tree treatments, would all go into that line. Your electricity, street lighting, water and sewer, obviously all those have gone up, so we did a 5% to 7% increase in that. You are taking on additional street lights, which is also included in that, as well. Your refuse removal for the dumpster, they did increase, so that is a contract. Ponds, Buck Lake conservation stayed the same. Pools stayed the same. We took out the storage lot, so we took out that money being that closed. Parks and facilities went up from \$25,000 to \$45,000. Again, that is anything that is needed for your field staff to maintain just general stuff in your community. Essentially you have one line item, aside from chemicals and stuff. Boats and equipment stayed the same. Garden lot stayed the same. Essentially they right now try to spend what they bring, or what have you, so it is a wash from revenues to here. That is all that is budgeted, is what they bring in. Invasive follow-ups, this money is in there for anything having to do with your invasives species that you paid last year to do. Brad is currently keeping up on those, but if for some reason it gets overgrown again and quickly and you have to make a decision to have a company come in and do it again, we got a cost for that, and that is where the \$105,000 comes from.

Ms. Kassel stated hopefully we will not have to spend it.

Ms. Montagna stated yes, if you do not, you can move that money to reserves or use it for another project, what have you. We did leave vehicles in there. The reserve-other is the contribution. We left that the same, and that is something that the Board was discussing in the workshop before coming to this meeting, if it needs to go higher, leave it the same, or what have you. This budget you are looking at now essentially brings your assessments to an 8.7% increase.

Ms. Kassel stated to be more accurate, this budget does not have the real numbers in it. There were changes that are not shown here.

Ms. Montagna stated correct.

Ms. Kassel stated but based on what we discussed the numbers would be, if we put \$300,000 into reserves, then it would be 8.7%.

Ms. Montagna stated that includes everything I just went through.

754 Ms. Kassel stated there was a discussion, really we should put more away because we will
755 have only \$141,000 after we spend the money on the alleyways and we have all these other things
756 we still need to do. In an email that Ms. Montagna sent us, there were other items that on the
757 reserve study are coming up to need replacement, plus we have the community maintenance
758 facility to think about, which is going to be a sizable expense. The question was, do we keep it at
759 \$300,000, do we raise it to \$350,000 or \$400,000, or whatever. Some of us feel like 8.7% after a
760 year in which we had a 20+% increase is enough, and others felt like it was not that much per
761 house and we should just try to increase it so we have a safety net.

762 Ms. Montagna stated I can tell you the numbers we played with. If I was to put \$400,000 in
763 there instead of \$300,000, it brings you to 13.1%.

764 Mr. Leet stated \$350,000 was like 10% for the O&M. Not everyone has paid off their bond;
765 most people have not.

766 Ms. Montagna stated it is 6.8% increase overall. To be clear, nobody really looks at that overall
767 number. They are more concerned with O&M going up. They do not look at how it washes out.

768 Ms. Phillips stated it is about \$50 a house for the extra \$100,000. Instead of looking at
769 percentages, I look at the dollars.

770 Ms. Kramer stated the impact on the pocketbook.

771 Ms. Phillips stated yes. I do not care what the percentage is. I need x number of dollars a month
772 to live on. If I have to pay \$50 more next year, I was just letting you know how the percentages.

773 Mr. Chokanis stated that equates to each household.

774 Ms. Kassel stated on average. Lots are different sizes, so they pay different amounts.

775 Ms. Phillips asked you have seen this chart?

776 Mr. Chokanis stated yes.

777 Ms. Phillips stated the increase last year of 22%, the maximum increase was \$350. A lot of
778 people said theirs went up \$3,000, but they did not understand how it really works. You can look
779 anyone's up online on the tax website, and I think \$350 was the most, and that was on the largest
780 lot, the very wonderful, beautiful homes in Harmony. Mine went up \$142.

781 Ms. Montagna stated essentially what you are looking at, we just went through this. When we
782 ended, what your point of threshold was, if you wanted to adjust that number, or leave it at
783 \$300,000. Again, based on this budget, it is 8.7%, and we will send out the letters to everyone, but
784 you still have the opportunity between now and your final hearing.

785 Ms. Kramer stated we do not send letters anymore. It is on the TRIM notice, right?

786 Ms. Montagna stated no, we have to send out letters to every owner to let them know
787 potentially what their assessment could be.

788 Ms. Kramer stated I thought the TRIM notice did that same thing.

789 Ms. Montagna stated no, we have to notify every owner.

790 Mr. Eckert stated some people believe that, but when you really dig into it, not so much.

791 Ms. Kramer stated I just want to be sure.

792 Ms. Montagna stated we send them out regardless.

793 Ms. Kramer stated it would save us a lot of money if we did not have to send out that many
794 letters.

795 Mr. Eckert stated there is information that is not on the TRIM notice that is referenced in
796 Chapter 190, Florida Statutes.

797 Ms. Kassel asked are we constrained to just sending out the mailed notice only by itself, or can
798 we add something for certain households? Can we add something else about a different issue?

799 Mr. Eckert stated my most conservative advice is not to add anything else in the envelope
800 because it can dilute from the legal affect of the notice. However, that is very, very conservative
801 advice. I have a lot of clients who will do some sort of an explanation with the reasons the
802 categories of things we are increasing that are causing the increase, please come to the hearing and
803 let us know. For instance, I have another district I worked on Monday. They want to fence all their
804 amenities; that is \$270,000. They are debating whether to do that. So that is in their notice to the
805 residents saying if you do not want this, come tell us and let us know. Inflationary pressures. They
806 want to increase the amount they are putting in their reserves. We are going to start staffing an
807 amenity center we have never staffed before. The letter going out to them says the four reasons
808 why it is proposed to increase by 12% or 13%, here is our hearing, come to the hearing and let us
809 know what you want us to do. Some of them are discretionary. They do not have to staff that
810 amenity center. They do not have to put in the fence. They do want to do the reserves. The
811 inflationary costs they cannot do anything about unless they can find different vendors who are
812 somehow immune from inflation.

813 Ms. Montagna stated I have done that in many districts. It can be short and sweet, bullet points.
814 Your proposed budget is x amount. This is what we have plan to do with that.

815 Mr. Eckert stated it is an insert.

816 Ms. Montagna stated correct, that is all it is.

817 Mr. Eckert stated it is not part of the legal notice.

818 Ms. Montagna stated no, it is separate. It will be page 2.

819 Ms. Kassel asked we cannot add page 3 to say to certain homes that have a verge that the CDD
820 is no longer maintaining to say, please remember to maintain your verge?

821 Ms. Montagna stated no, not in that letter. We can send something out separately to them or
822 email them or call them or something.

823 Ms. Kramer asked or talk to the HROA?

824 Ms. Phillips stated that is what I was going to say. I think the HROA is already on it, are they
825 not?

826 Ms. Kassel stated I think the CDD sent a letter out to those residents, but I think they either
827 forgot about them. The question is, I think there are two of us who wanted to keep the reserve
828 number at \$300,000, and two of us who wanted to raise it more.

829 Ms. Kramer stated I want to put this out there for all of us to remember, that this should be the
830 worst-case scenario.

831 Mr. Leet stated the ceiling.

832 Ms. Kramer stated we cannot go up from here, but over the next two months, we can come
833 down.

834 Ms. Montagna stated correct.

835 Ms. Kramer stated over the next two months, we have to make a decision on how much we are
836 going to pay for the new community maintenance facility and where we are going to locate it, and
837 we also have to make a decision on many others.

838 Ms. Kassel stated the splash pad.

839 Ms. Montagna stated Billy's Trail, fencing along U.S. Hwy 192. There is a lot you need to
840 consider.

841 Ms. Kramer stated right, there is a huge amount of other costs that we need to consider, so it
842 is better to go high, even though we will then take the hit in social media and everything else, but
843 then we can come down.

844 Ms. Montagna stated you have the potential to bring it down.

845 Ms. Kramer stated if we do not go high enough, then we are really going to have to cut some
846 things out if these other costs stay as high as they are looking at.

847 Mr. Chokanis asked what is the worst case? If we do not have enough money to do our job,
848 what happens then? Can we pull from reserves?

849 Ms. Montagna stated yes.

850 Ms. Kramer stated our reserves are very low right now.

851 Ms. Montagna stated he missed that part of the conversation.

852 Ms. Kramer stated we have a huge amount of work, and this alleyway paving project hit us
853 about three times what it was anticipated to be. It hit us really hard, so we only have about
854 \$180,000?

855 Ms. Montagna stated just under \$200,000.

856 Ms. Kramer stated that is not going to pay for a lot when you look at community maintenance
857 facility and that type of stuff because we have already transferred this year \$300,000 over. So this
858 is \$180,000 left total. Now we are not totally broke. The operating funds are in addition, but we
859 do not even like to look at that because that is our cushion. If we had some really high costs, what
860 we would have to look at is shutting down some of our facilities to save money, cutting back in
861 different areas, and unfortunately, those are the things that our residents want the most. They do
862 not think about our stormwater system until the hurricane hits, but they do think about being able
863 to go out in a boat or swim in the pool and stuff like that. That is where we are at right now. This
864 is the worst case. We cannot go up from here.

865 Ms. Montagna asked is there anything you want to add in here? Do you want to approve the
866 resolution based on this version?

867 Mr. Leet stated there are already some other corrections that we covered in the workshop. I am
868 guessing it sounds like the big question is how much of the reserve contribution do we want. Is
869 there anything else that needs to be discussed or decided aside from that?

870 Ms. Kramer stated I think the reserve is it. Although I really want to stay at \$300,000, but I do
871 not think in good conscience at this point, looking at the numbers for the community maintenance
872 facility and the fence and knowing the pressures we are under with the County on those two issues,
873 that I can do that. I would be willing to go to at least \$350,000 for the reserves. That would give
874 us a 10.9% O&M increase.

875 Ms. Phillips stated that is \$25 a house.

876 Ms. Montagna stated that would give you 10.9%.

877 Ms. Phillips stated or a residence, and that is based on approximately 2,000 residents.

878 Ms. Kramer stated again, I wish we could send out, instead of a percentage, I wish we could
879 tell each resident how much theirs will be.

880 Ms. Montagna stated the letter does.

881 Ms. Kramer stated I mean on social media.

882 Ms. Montagna stated I would not put anything on social media.

883 Ms. Phillips stated I tried one time, and that is why I am not on Facebook anymore.

884 Mr. Chokanis stated no one likes to pay more money.

885 Ms. Kramer stated correct, and certain people inflate it to make it looks horrendous, like we
886 are going to have an additional \$3,000.

887 Ms. Phillips stated I offered to help people figure it out and look it up and post it for them.

888 Mr. Eckert stated it sounds like we heard \$350,000. We can go around the room and see who
889 disagrees with that.

890 Ms. Phillips stated I am still at \$400,000.

891 Ms. Kramer stated we have two at \$400,000. I am at \$350,000.

892 Ms. Kassel stated I am at \$300,000.

893 Mr. Chokanis asked how much did we take last year?

894 Ms. Kassel stated 22% increase.

895 Mr. Chokanis asked do we plan that ahead of time, or did we have to go back to reserves and
896 take money out?

897 Mr. Kassel stated no, we charged everybody 22% more for the O&M portion of the budget.

898 Ms. Kramer stated let me further explain the history. I do not know if you know about the
899 history. How long has it been since we had an increase?

900 Ms. Kassel stated at least ten years.

901 Ms. Kramer stated it has been ten-plus years. Basically, previous boards had not increased
902 assessments to match inflation. You know how things have gone up over the last ten to 15 years,
903 but there has been no increase.

904 Ms. Kassel stated until last year.

905 Ms. Kramer stated we had to winnow down, and now everything is coming due at the same
906 time. We are about 20 years old, and everything is needing to be rehabbed. Also, we are behind
907 the eight-ball. The 22% increase just basically brought us up a little bit, but again did not.

908 A Resident stated 28.1%; this is your letter. Do not say 22% because it is a lie.

909 Ms. Kramer stated I am sorry. Someone said 22%.

910 The Resident stated I have the numbers here.

911 Ms. Montagna stated okay, that is fine.

Ms. Kramer stated we also have to build back up our reserves because I think they sent you the reserve study that has the list of things we are going to face in the next ten years or so. That is some of the background.

Ms. Phillips stated that is just the O&M. Our debt repayment does not change.

Ms. Montagna stated correct, that does not change unless you refinance.

Mr. Chokanis stated I am fine with \$350,000.

Mr. Leet stated I will say \$350,000.

Ms. Montagna stated leaving the budget, we went line for line for everything we went over; \$350,000 is the contribution to reserves, and that puts you at a 10.9% increase. If everyone is good with that, you can move on to the resolution.

B. Consideration of Resolution 2023-06, Approving the Proposed Budget and Setting a Public Hearing

Ms. Kramer read Resolution 2023-06 into the record by title.

Ms. Kramer asked the hearing is when and where?

Ms. Kassel stated June 15.

Ms. Montagna stated no, July 27. It is at your July meeting.

Ms. Kramer stated right, July 27 at 6:00 p.m. here in this location.

Ms. Kassel made a MOTION to approve Resolution 2023-06, approving the budget for fiscal year 2024 and setting a public hearing for July 27, 2023, at 6:00 p.m. at the Jones Homes model home.

Mr. Leet seconded the motion.

Mr. Leet stated it came up in the workshop, but it is a later point that we will be setting next year's budget scheduling. That has nothing to do with right now with this motion?

Ms. Montagna stated yes, it will be at the public hearing when you will approve your annual meeting schedule. We want to change the workshop date and get it done a little earlier and not do it the same day as your meeting.

Mr. Chokanis stated I apologize for missing that. I did not realize.

Ms. Montagna stated that is okay. We want to start it earlier.

Upon VOICE VOTE, with all in favor, unanimous approval was given to Resolution 2023-06, approving the budget for fiscal year 2024 and setting a public hearing for July 27, 2023, at 6:00 p.m. at the Jones Homes model home.

SIXTH ORDER OF BUSINESS **New Business**

A. Master Agreement for Fountain Repair Services

Ms. Kramer stated I am not sure how this jumped on here. That was drafted by our attorney, and we are also going to use it as a master agreement. He was kind enough to give us a way to use it for all vendors, also, as long as we stick to it and if there are any differences we need to touch base back with him on it.

Mr. Eckert stated whenever I provide a template, I am providing that for you all to use as a guide.

Ms. Kramer stated with caution.

Mr. Eckert stated if I do not actually see the proposal that has terms and conditions that somebody slaps on and attaches to this template agreement, then that might not be a good thing. So we suggest, it saves some money if the District can fill out the template contract, send it to us in a completed version from them with attachments and everything, we can do a quick run-through. If there are any problems, we can point them out. Otherwise, we would say yes, it looks fine. It will be our suggestion, but you can use it however you wish.

Ms. Kramer stated the reason that is of concern is, we ran into that with a significantly old fencing contract, that someone had just slapped the page from the vendor's agreement as the attachment because it had the prices on it, but it also included a very damaging phrase that they never intended to be a part of the contract, but that may end up being interpreted to be part of the contract. Again, I just caution you, yes, we do not want to run up a lot of attorney's fees, but we do not want to be penny wise and pound foolish. We need to be careful on how we do these things. That has been sent, Mr. Perez, to Professional Fountain Services? Is that correct?

Mr. Perez stated correct.

Ms. Kramer stated okay. Hopefully, since the work has already been approved by the Board, when he gets it back signed, I will sign it.

Ms. Montagna stated we can ratify it.

Mr. Eckert stated we can do it now, approve or ratify, either one. That way, it does not have to come back before the Board. All you will see in the future are work authorizations that are one pagers that staff can prepare, rather than having to get a contractor sign a proposal that, again, was written by their attorney, not yours.

Ms. Kassel asked even though we already approved?

Ms. Kramer asked do we have to ratify it?

Ms. Montagna stated yes.

982 Ms. Kramer stated normally, once it is approved, once we approve the expenditure.

983 Ms. Montagna stated you have not seen this.

984 Mr. Eckert stated you have not approved a contract to be used for the future.

985 Ms. Kramer stated okay. So you are looking for approval of the template.

986 Mr. Eckert stated what I am saying is, there was some work that was done. We attached that
987 to this agreement. But this agreement provides that every time there is future work that needs to
988 be done by this contractor, staff can just prepare a work authorization, present it to the Board, and
989 you can go from there. We have set it up so that it will be simple moving forward when you want
990 to use this vendor. That way, when you do that work authorization, all the protections that I have
991 built into this agreement for the CDD will apply, and that is why we did it that way.

992 Ms. Kassel asked for how long? For a year?

993 Mr. Eckert stated it is three or four years is what we put it out for, but again, you will be
994 approving all the work they do under it.

995 Ms. Kramer stated we will not enter into any work authorization under this master contract
996 unless approved previously by the Board.

997 Ms. Montagna stated correct.

998 Ms. Kassel stated I understand. But if we are approving a master agreement, I just want to
999 know how long it is good for.

1000 Mr. Eckert stated yes, I am looking at it right now. It is a fair question.

1001 Mr. Chokanis asked when that work authorization comes out, will it reference this agreement?

1002 Ms. Montagna stated yes.

1003 Mr. Chokanis stated so we will know that we are safe under this agreement.

1004 Ms. Kramer stated yes, I double checked that.

1005 Mr. Eckert stated section 5B of the contract says the term of this agreement shall be from, and
1006 it is blank because I do not know the date that it is going to be signed, through September 30, 2024.
1007 That is one fiscal year after we complete this one. Then it shall automatically renew for three
1008 additional one-year terms. However, you have the right to terminate this agreement with 30 days'
1009 notice anytime you want.

1010

1011 Ms. Kassel made a MOTION to approve the master agreement
1012 with Professional Fountain Services.

1013 Ms. Phillips seconded the motion.

1014

Upon VOICE VOTE, with all in favor, unanimous approval was given to the master agreement with Professional Fountain Services.

B. Discussion of Frontage Fencing

Ms. Kramer asked Ms. Montagna, do you want to explain what happened with the County on this one?

Ms. Montagna stated sure. The County came out. We did get a violation. I sent that out to the Board.

Ms. Kassel stated that was two months ago.

Ms. Kramer stated yes.

Ms. Montagna stated correct. what we did, because we had to go out and get all the material and all that, we asked for an extension. She was not able to do an extension right on the spot. I had to submit a consent order to get the extension in place. They call it a consent order agreement. So we did that. The date in there is September 30, that it basically scheduled a hearing on September 30 to go over this violation. The goal here is to get it fixed, the violation that they pointed out, get it fixed, call them and ask them to do another inspection to close this out instead of waiting until September 30. We will do that. Mr. Jeison Castillo has gotten the material in, and they are starting the repairs. The problem that you are going to run into is, it is not going to stop here. That whole thing, you cannot clean it or it will fall apart. If a good wind comes through, it is going to fall apart.

Mr. Chokanis asked are you referring to the wood or the actual vinyl?

Ms. Kramer stated it is vinyl.

Ms. Montagna stated yes, there is no wood. It is PVC four rail, and it is 20+ years old. It is brittle from being in the sun and all that.

Mr. Chokanis asked what was the violation in regard to?

Ms. Montagna stated disrepair, clean it, and it is just falling apart, damage.

Ms. Kramer stated some of the rails, when the wind blows heavy.

Ms. Montagna stated we did go through and get different proposals to give you an estimate on that. To my knowledge, and Mr. Hamstra and Mr. Eckert can opine on this, I do not think there is anything prohibiting you from taking that fence down if you do not want it there.

Mr. Eckert stated I have never looked at the development order to see whether that is required or not.

Ms. Kramer asked you reviewed the PD, did you not?

1047 Ms. Montagna stated yes, I did, and I did not see anything. Hopefully I did not miss anything.
1048 I will look at it again in more detail. So that is an option, obviously, or you need to look at repairing
1049 the fence or at least start budgeting to repair that fence.

1050 Ms. Phillips stated now that is an issue that would be nice when we send out the letter, if we
1051 can have just a card, like you said the other groups, saying if this is important to you, let us know.

1052 Ms. Kramer stated let me go over this really quickly. The quotes we have in the package are
1053 for more linear feet than we need. We did get the Straight Line Fencing one. Did that go out to
1054 everyone, Mr. Perez?

1055 Mr. Perez stated I was going to talk to that. I did speak to Straight Line Fencing, and they
1056 revisited a proposal that Mr. Gerhard Van Der Snel has provided them November 21 for, I think,
1057 3,300 linear feet of fence from Straight Line and then Chapco. They were obviously significantly
1058 less because there was less than what we are looking at. In speaking with Straight Line today, he
1059 called me because I had reached to him about using the map that we shared. He said he would
1060 honor his price on the current fence quote that he had, which was \$16. It is \$15 for materials and
1061 \$1 per linear foot to remove, so \$16 per linear foot. He said there is roughly 6,300 linear feet of
1062 fence, based off the map.

1063 Ms. Kramer stated I measured it, and it is about 4,400.

1064 Mr. Perez stated we can get a firm proposal.

1065 Ms. Kramer stated we need to actually get out and measure it.

1066 Mr. Perez stated yes, he said based off what was shared, it was close to 6,300 linear feet. That
1067 being said, he also mentioned the past issues that we have already talked about, Mr. Eckert is aware
1068 of, with the contract and what was purchased in the past, et cetera, et cetera, that he is willing. I
1069 asked him to send it to me in an email, and I was hoping to have that for you to present, which
1070 would have been off the agenda. But he said he would be willing to work with you guys, and he
1071 threw out a number of approximately \$4,000 of a discount from the \$8,800. I just threw rough
1072 numbers together. If it is 6,300 linear feet, and it is a three-rail fence, we switched from four to
1073 three, he said he would honor that price of \$16 per linear foot for a three rail.

1074 Ms. Kramer stated the email you sent me said four.

1075 Mr. Perez stated correct, it did, but I think you had requested that we get a price for a three-
1076 rail, as well, to see if there was any savings.

1077 Ms. Kramer stated yes, he said there was no savings.

1078 Mr. Perez stated yes, it is basically \$16 per linear foot.

1079 Ms. Kramer stated for either four or three.

1080 Mr. Perez stated yes, 6,300 linear feet, you are looking at \$100,800, with the \$4,000 discount,
1081 you are looking at \$96,800, which is substantially less than the other three proposals you have in
1082 front of you. I still want a firm proposal. I will tell you what he said. His biggest concern is, is the
1083 Board going to take action. Because the last time, they were out here for two straight days,
1084 measuring and getting stuff together. They did all this work and bought materials, and for four
1085 years, it was start, stop, start, stop. I said to him I do not know. The Board has to hear this, and
1086 they have to discuss it. There are multiple options. I said they will either tear it down, or they will
1087 replace it possibly. I did ask him about what grade PVC or vinyl he is going to use, and he was
1088 very up front. I had not done my research as I just found this out on my way here. He said there is
1089 really not a grade. There is not a farm grade. There is not a commercial grade. There is not a
1090 residential grade.

1091 Ms. Kramer asked so it is all the same?

1092 Mr. Perez stated I am just telling you what he said. I am not a fence vendor. He said the vinyl
1093 fencing we have on Harmony's property, the reason it feels like newspaper is not because it is old;
1094 it is because it was recycled vinyl, which is a product you can purchase. It is recycled vinyl, or
1095 vinyl. He said that Harmony has recycled vinyl. Again, I am not a fence expert. It is however many
1096 years old. It feels funny. Whatever. It is sun burned or sun dried. I do not know.

1097 Ms. Kassel stated I was told that it was recycled.

1098 Mr. Perez stated yes, he said that a lot of people will put in their proposals commercial grade
1099 or farm grade, but it is all talk. It is just smoke. They all buy the same vinyl from the same vendor.
1100 It is just material. It is vinyl. That is my update on the Straight Line piece. Again, if the Board is
1101 considering replacement, and if we want to look at getting a firm proposal from Straight Line, we
1102 obviously want them to come out and physically measure everything that needs to be replaced, for
1103 the proposal. He also said he would be willing to work with you guys if you decided that you
1104 wanted to do 1,500 linear feet at a time. he even said 300 linear feet, he would honor his \$16 a
1105 foot. If you broke it into phases, he said he would be okay with that and would hold that price. I
1106 do not have it writing. I am telling you what I was told four and a half hours ago.

1107 Ms. Phillips stated but if he is talking about a three-rail fence, then I do not think we can
1108 piecemeal because we have parts three rail and parts four.

1109 Mr. Perez asked if you did half of it this year and half of it next year, could you get through it
1110 budgetarily? Yes, I do not think it will be the end of the world. But if you said you were going to
1111 do it over a five-year span, then I think that would look a little silly.

1112 Ms. Kassel stated last month, we approved some kind of minimal repairs.

1113 Mr. Perez stated parts, yes.

1114 Ms. Kassel stated to comply with the code enforcement requirements. So that was about a
1115 month ago. Has that work been done?

1116 Mr. Perez stated they just picked up the material. We just talked about that.

1117 Ms. Kassel stated that is what you said, but I thought we approved it a month ago.

1118 Mr. Chokanis stated I saw some people out in the front.

1119 Mr. Perez stated they are working on it, but was also a three- to four-week lead time on the
1120 materials.

1121 Ms. Kramer stated right, yes, they are going to work, they are going to fix the problems that
1122 we are code violated on right now. But what is happening is, they did a lot of work when we first
1123 got the code violation.

1124 Mr. Perez stated pressure washed, they made repairs.

1125 Ms. Kramer stated they made repairs. They cleaned it up. They thought they were ready. Then
1126 the code enforcement inspector did not come out right away. When she did come out, more parts
1127 had broken, which meant the code violation continues. That is what we are going to be looking at.
1128 Eventually, it looks like September is going to be the drop-dead date, what is going to happen is,
1129 they are going to start fining us \$250 a day because we cannot keep our fence in good repair.

1130 Mr. Chokanis stated I say we get a plan to start taking it down if we do not need a fence, then
1131 figure out a path forward to get a new fence up.

1132 Ms. Montagna stated if that is what you want to do, I will absolutely verify and make sure I
1133 did not miss anything.

1134 Mr. Chokanis asked just get it done before September, right?

1135 Ms. Kramer stated right.

1136 Mr. Chokanis stated then we can make a decision going forward what we want to do.

1137 Ms. Kramer stated he said \$1 a linear foot to take it down, so \$6,000.

1138 Mr. Perez stated I do not know. I do not know if he is going to keep that cost if he is just
1139 removing the fence.

1140 Mr. Chokanis stated either way, it will not cost \$100,000. We have to get the concrete out, too.

1141 Ms. Phillips stated I do not think it is in concrete. Did she say it is not in concrete?

1142 Ms. Kramer stated I do not know.

1143 Mr. Perez stated I do not think there is a 4x4 post in there.

1144 Mr. Leet stated in front of the east entrance, at least, there are a few of the columns. My
1145 question is, if we were replacing any or all of this, the removal still happens, right? If we take the
1146 stuff we are removing now, we are not hamstringing or doing anything that will mess up or change
1147 how we replace that or make it cost any more to replace that.

1148 Ms. Montagna stated it has to be taken down regardless.

1149 Ms. Kassel stated it seems to me taking it down, leaving it down, and then putting something
1150 up is, if you are taking it down and it is down, then do not put it back up. But if you are going to
1151 replace it, then replace at least what we are taking down right away.

1152 Mr. Leet stated look at it this way. If it has to be taken down to be replaced, is that what I am
1153 hearing? We are not patching anymore? This would be putting a new fence in.

1154 Ms. Kassel stated that is what is being proposed.

1155 Mr. Leet stated right.

1156 Mr. Perez stated you could continue to patch. But for how long?

1157 Ms. Montagna stated right.

1158 Ms. Kramer stated we are putting good money after bad.

1159 Mr. Perez asked what is the next step after code enforcement?

1160 Mr. Leet stated the sense I get is that we do not want to keep doing that. I think what makes
1161 sense, then, is to start with the removal right now. Take care of the code violation issue, assuming
1162 we check everything PD wise and make sure we are airtight with not needing to have a fence there.
1163 If that has to be done ahead of any replacement right away, we do that now. We get it out of the
1164 way. We take care of the code enforcement issue short term. Long term, then we can look at it.
1165 People will notice we do not have as much fence. Around the golf course, maybe it does not matter
1166 as much, where neighborhood H where it is right next to people's houses probably has more
1167 impact, and we can get that feedback from people and see where it is and see people's reactions
1168 going forward, rather than the full mile or however long it is we end up replacing. Do it in stages.

1169 Ms. Kramer stated I like that idea. The area I have been noticing, because I have going up and
1170 down and looking for, if we take it down, will there be homes exposed? There really are not that
1171 many except over there near the west entrance.

1172 Mr. Chokanis stated right.

1173 Ms. Kramer asked what if we took it down and we have a break in the white fence at our
1174 conservation area, which is just past the west entrance?

1175 Mr. Leet stated it is not in that bad a shape.

1176 Ms. Kramer stated on that west entrance. What if we just take it down from that conservation
1177 area all the way east to where our ownership ends? The golf course can take down theirs or leave
1178 it up because we do not cover that. That would be in the area that is down below the overpass, or
1179 the tunnel, which really is not seen from the street at all, anyway.

1180 Mr. Leet stated I was just looking, and there is a section that the golf course owns.

1181 Ms. Kramer stated and they are enforcing against them, too. We may find that they ripped that
1182 down.

1183 Ms. Montagna stated they did against you all, the golf course, and Harmony retail.

1184 Ms. Kramer stated Omni is the new owner all the way out to the east. If we just take from the
1185 conservation area east, all that down, and then as they are taking it down, there have been new
1186 pieces put in. Any pieces that are in decent shape, then if there is broken stuff on the other end, we
1187 can repair and see where we go from there.

1188 Ms. Kassel asked do we know how many linear feet?

1189 Ms. Kramer stated I think there are only two houses.

1190 Mr. Leet stated no.

1191 Ms. Kramer stated and the other all has a huge landscaped buffer between the houses.

1192 Mr. Leet stated yes, so there is Claybrick, past the overpass, and then there is the landscaped
1193 buffer. Then there is golf course, which has their own fence, conservation area with no fence, then
1194 there is the pond behind H-2. There are a few houses there, but then when you get to the other side
1195 of H-1, there are several of the houses that are rear load that are right along that fence. Again, that
1196 is in better shape.

1197 Ms. Kramer stated they have such a huge landscaped buffer that you cannot see through it, but
1198 I was thinking leaving it all in that area right now since those are where the houses are. There are
1199 no houses in the other areas that face right on. The condominiums and townhomes, the tunnel and
1200 the overpass, keep them buffered.

1201 Mr. Perez asked can I make a suggestion?

1202 Ms. Kramer stated sure.

1203 Mr. Perez stated we should probably inform Mr. Castillo to stop repairing anything in those
1204 areas.

1205 Ms. Kramer stated I am hoping we will know right now, one way or another.

1206 Ms. Phillips stated that is what I was going to ask.

1207 Mr. Perez stated if he has already started. I know he has already started having guys replace
1208 stuff. So instead of putting them up to take them down, he should stop.

1209 Ms. Kramer stated that is what I am saying. We should know tonight.

1210 Ms. Montagna stated in a few minutes.

1211 Mr. Perez stated that is just my suggestion, on top of what you were talking about. If you are
1212 going to do that, we need to inform him to stop, so that we are not having to chase down what
1213 pieces were replaced and going back out and moving them.

1214 Ms. Kramer asked the other question is, do we have approval of the consent order yet?

1215 Ms. Montagna stated she sent me the final.

1216 Ms. Kramer asked has it been to the Code Enforcement Board and been approved? That is my
1217 question. I do not know that it matters if we make this decision tonight.

1218 Ms. Montagna stated we mailed the original to Osceola County code enforcement, attention
1219 Ms. Jennifer Nobles. That was mailed on the 12th per Ms. Lisa Smith's, at Osceola County, request.
1220 No, we have not heard anything.

1221 Ms. Kramer stated my understanding from when we talked last, it has to go before the code
1222 enforcement board to see if they will even enter into it with us.

1223 Ms. Montagna stated that is correct.

1224 Ms. Kramer stated so we do not have the final.

1225 Ms. Montagna stated no.

1226 Ms. Kramer stated they may, at their next board meeting, say they are not going to do this
1227 consent agreement and will start fining us \$250 a day.

1228 Ms. Montagna stated yes, they could.

1229 Mr. Eckert stated they could, but that is not how the County normally operates.

1230 Ms. Kramer stated I would not think they would.

1231 Mr. Eckert stated staff will put that out there.

1232 Ms. Kramer stated I do not now. They are pretty upset with us right now.

1233 Ms. Montagna stated they are.

1234 Ms. Kramer stated extremely upset with us.

1235 Ms. Montagna stated the date is September 30, and she wanted to put that date specifically to
1236 give us enough time, so you were not running up against a clock.

1237 Ms. Kassel asked what is the shape of the fence in front of H-2 and H-1?

1238 Mr. Leet stated I would say pretty good. You can go on Google maps, and look at a street view.

1239 Ms. Kramer stated it is better. I do not know why it is better; it was all put in at the same time.

1240 It seems to be in a lot better shape than the remainder of it. The worst part seems to be east end. I

1241 do not know if it is a matter of sun shining.

1242 Mr. Perez stated morning sun. It is getting more sun than the west end.

1243 Mr. Leet stated also around the east entrance, there is the tower and it is not just a straight

1244 fence. There are extra columns and everything. We are not talking about doing anything with that,

1245 right?

1246 Ms. Montagna stated I do not know what you want to do with what. I just know that the fence

1247 probably needs to be replaced.

1248 Ms. Kassel asked does the CDD own that?

1249 Ms. Kramer stated yes.

1250 Mr. Chokanis asked what specifically is the violation? Our community? Is it specific to the

1251 fence line out front?

1252 Ms. Montagna stated this one was the fence for us, but she also walked some golf course stuff

1253 and violated them. She also walked some developer stuff and violated them.

1254 Ms. Kramer stated if you go in front of where the commercial buildings are, you will see taped

1255 to the light posts out there, a violation notice. They are also violating them for the overflowing

1256 dumpster and all sorts of things.

1257 Mr. Leet stated we own basically the frontage. So when it hits the column and starts going back

1258 to the part that wraps around, that is Harmony Cove. Obviously, we do not want to do anything to

1259 that column that is on ours that runs across the fence.

1260 Ms. Montagna stated you can only do something on your property. That is it.

1261 Mr. Leet stated right. We could take that column.

1262 Ms. Montagna stated you could.

1263 Mr. Leet stated I am not saying we should not.

1264 Ms. Kramer stated that is an entry feature.

1265 Mr. Leet stated right, which is on their property. So we want to make sure we are carving out

1266 whomever we are talking about removing it, but we do not want to do anything that adversely

1267 affects the other landowners.

1268 Ms. Kassel asked do I understand that we are sort of playing around with the idea of removing
1269 all the fence that is not in front of houses, and replacing the fence that is in front of houses? Or we
1270 are waiting to replace, just removing the fence that is not in front of houses and waiting to replace
1271 the fences in front of houses until it degrades?

1272 Mr. Leet stated my thought for immediate action, to avoid code enforcement penalty, is to
1273 remove the violating section as part of that eastern portion, which is not in front of anyone's houses
1274 that is derelict and would need to be removed, whether we replace it or not.

1275 Ms. Kramer asked so that is by the conservation area, east?

1276 Mr. Leet stated yes.

1277 Ms. Kramer asked all of our ownership?

1278 Mr. Leet stated with that carve out affecting the entry features.

1279 Ms. Kramer stated right.

1280 Mr. Leet stated everything west, which is in front of homeowners and is in better shape, that
1281 is not a critical need right now. We do not need to pour money in that direction right now.

1282 Mr. Chokanis stated I would say, if we already bought material and your colleague is working
1283 that, maybe there are areas around people's homes that he can fix instead of the fence line.

1284 Ms. Phillips stated that is what we are saying, hang onto the materials.

1285 Mr. Perez stated what I was going to add to what Mr. Leet was saying is when we are taking
1286 down the conservation east, any recently replaced pieces or nearly replaced pieces that we save
1287 them, and then we move them to the homeowner side. All the new stuff we just purchased, we
1288 start working from the west entrance toward the property line.

1289 Mr. Leet stated yes, we can get a lot of mileage out of that, we would get more use out of that.
1290 As far as Straight Line and making use of the deposit and everything, we need some fencing
1291 associated with the maintenance facility.

1292 Mr. Perez stated we have not engaged in pricing the maintenance facility, but that one is more
1293 up in the air because we do not know which plan.

1294 Mr. Leet stated right. If we are not immediately putting up new highway fencing, we are talking
1295 about doing the removal right now, and that at least gives us time and other budgetary things we
1296 can figure out, to decide. Maybe no one cares, and we just do not replace it, and it is one less
1297 maintenance thing that we have to budget for. In the meantime, if we are not immediately doing
1298 anything with the Straight Line deposit, we do have this immediate need of the maintenance facility
1299 and some amount of fencing around that.

1300 Mr. Perez stated I can speak on the Buck Lake fence. Straight Line did send me an email back,
1301 again it was not an official proposal. The very rough architectural design I put together originally,
1302 I drew out a fence around it. They came back with the black vinyl privacy slatting through the
1303 black six-foot fence at about \$11,000 to install that. Without it, it is about \$8,000. I cannot
1304 remember but I can find that email and confirm that, but that was a Straight Line Fencing email,
1305 unofficial number.

1306 Ms. Kramer stated so they may be amenable to applying a portion.

1307 Mr. Perez stated he did not speak on that when I spoke to him today. He was more speaking
1308 on the PVC fence along U.S. Hwy 192, but I am sure we can engage in that conversation.

1309 Ms. Kramer asked do we have a motion on the PVC frontage fence issue?

1310 Ms. Kassel asked do we need to vote to take down the existing fence from the conservation
1311 area east?

1312 Ms. Kramer stated yes, subject to the County confirming we can do this.

1313 Mr. Eckert stated subject to someone confirming you do not have to have it there.

1314 Ms. Montagna stated yes, I will get that. That needs to be part of the motion.

1315 Mr. Leet stated subject to that approval, I propose we proceed with the removal of the U.S.
1316 Hwy 192 fencing. Do we have a quoted amount for that?

1317 Ms. Kramer stated it should be within their discretionary money to authorize.

1318 Mr. Perez stated if they honor the \$1 per foot.

1319 Ms. Kramer stated trust me, it may not cost much money to take it down.

1320 Ms. Montagna asked you are removing the fence along U.S. Hwy 192?

1321 Ms. Kramer stated from the conservation area east.

1322 Mr. Perez stated only on CDD property.

1323 Ms. Kramer stated with the exception of the east entry feature.

1324 Ms. Kassel stated and subject to.

1325 Ms. Kramer stated approval by the County.

1326

1327 Mr. Leet made a MOTION to approve removing the existing fence
1328 along U.S. Hwy 192 from the conservation area east, with the
1329 exception of the east entry feature, subject to approval by the County
1330 that this fence can be removed.

1331 Mr. Chokanis seconded the motion.

1332

1333 Mr. Leet stated we have five or six audience members. Do we need to do anything? We have
1334 an audience. They have heard us discussing it. Is there any harm in seeing if there are any
1335 comments?

1336 Ms. Kramer stated let me just ask this. Is there anyone in this room who wants very much to
1337 keep the fence and is opposed to this?

1338 Mr. Leet stated that is my question.

1339 Ms. Kramer stated I do not see any hands. I do not want a lot of discussion.

1340 Ms. Kassel stated or on Zoom.

1341 Mr. Leet stated I have not heard anyone speak up.

1342 Ms. Phillips stated it does not matter because we can still build it again later.

1343 A Resident stated no, you cannot.

1344 Ms. Phillips stated theoretically we can build it again later.

1345

1346 Upon VOICE VOTE, with all in favor, unanimous approval was
1347 given to removing the existing fence along U.S. Hwy 192 from the
1348 conservation area east, with the exception of the east entry feature,
1349 subject to approval by the County this fence can be removed.

1350

1351 Mr. Perez stated I will inform Mr. Castillo to stop any future repairs.

1352 Ms. Phillips stated on this here, my house with the \$300,000 reserve that was in the budget
1353 already, my assessment will go up \$64 this year plus the extra \$25 for the extra \$50,000. So we
1354 are looking less than \$100. My home is in the older section, but my frontage is not very big. But
1355 it is not as hateful as it seems when people look at the numbers that way.

1356

1357 **SEVENTH ORDER OF BUSINESS** **Staff Reports**

1358 **A. Field Manager**

1359 **i. Field Report**

1360 *The Field Report is included in the agenda package and available for review on the website or*
1361 *in the District office during normal business hours.*

1362 Ms. Kramer stated Mr. Castillo is at his daughter's graduation, so Mr. Perez will be filling in
1363 for him.

1364 Mr. Perez stated the field manager's report is in the agenda. I know there were some questions
1365 on grinding that came up. Grinding slowed down a little bit in the month of April because we were
1366 clearing out the CDD trailer, the containers, and all that stuff. They really put a lot of time and
1367 effort into moving into Ashley Park. You will see grinding pick back up. Catherine requested
1368 Brad's spray logs. He is keeping them. He sent me a note that if you see one date, pick a number

1369 like May 8, 2023, he said he probably worked in that specific area for the entire week. The only
1370 thing Catherine has asked back is, she wants to see the product used and the label rates, and Brad
1371 has all that. I am sure you want to talk about the splash pad in this update.

1372 Ms. Kramer stated we will talk about the splash pad in a moment. Anything else before we get
1373 to the splash pad?

1374 Mr. Perez stated we have the 20-foot pontoon boat right now as I mentioned earlier, it has a
1375 motor that is down. It is not a typical trolling motor; it is a transom-mounted, steering-controlled
1376 motor. It is a little bit more expensive. We have three proposals that are all in the \$3,600 to \$3,900
1377 range.

1378 Ms. Kramer asked so it is below your \$5,000?

1379 Mr. Perez stated yes. We have that, and I will send those over to you.

1380 Ms. Kramer stated I believe I have them all.

1381 Mr. Perez stated yes, I think I sent them. I think I put a note that I would like to go with Amazon
1382 because they already have our tax-exempt stuff. Are there any other questions you all have for me
1383 on this report?

1384 Ms. Kramer stated the grinding, the quarter-inch grinding, I have been noticing again, as we
1385 go, they keep wiggling and coming up. Do you need us, if we notice it, to go ahead and just give
1386 the staff a heads up?

1387 Mr. Perez stated sure, the same thing happens in Celebration where we have a similar situation:
1388 staff is onsite. We get emails all the time, like there is a lip and it is a trip issue. We can grind them,
1389 and like at the last meeting we had that storm event that rolled through here. If you get some high-
1390 wind events, and those tree roots will pick them up again. If you find one, just send us an email.

1391 Ms. Kramer stated for all the Board members and the public our criteria is, if it is one-quarter
1392 inch difference in height or above, please let CDD maintenance know by sending us an email. That
1393 way, the staff can get it on their list and get it ground so that we do not have any trip or fall hazards
1394 out there.

1395 A Resident asked are you talking the sidewalk?

1396 Ms. Kramer stated right.

1397 The Resident stated I am confused.

1398 Ms. Kramer stated the sidewalk panels, they are 4x4.

1399 The Resident stated I am confused because I heard trees.

1400 Ms. Kramer stated the roots are pushing them up. Please, anyone out there, let us know if you
1401 see them so we can get those taken care of. I know we have some walkers in here.

1402 Mr. Perez stated the last update I have is the Polaris. We put a new exhaust on. I spoke to Route
1403 1 and said everything is up and running. Mr. Castillo brought it back here and ran it for 15 to 20
1404 minutes, and all of a sudden, the dashboard starts flashing and beeping: oil pressure issue. So we
1405 shut it down. We got back in contact with Route 1. They are going to take a look at it. It may be
1406 an oil pump. My question kind of goes back to the same thing that we have with Kissimmee Motor
1407 Sports. They just had it there. They were running it, and they made repairs.

1408 Ms. Kramer stated right. Did they not test drive it?

1409 Mr. Perez stated they had it for a few weeks, so they were doing some work on it. I think it
1410 ended up being around \$900 worth of work, \$980 worth of work.

1411 Mr. Chokanis asked is this the Polaris you are talking about?

1412 Ms. Montagna stated yes.

1413 Mr. Perez stated I do not know what to say. We reached out to Briggs. I think I shared my
1414 email with Briggs.

1415 Ms. Kramer asked you still have not heard back from them?

1416 Mr. Perez stated nothing. I did not even hear back from them when I started copying Mr. Brent
1417 Maynard from Polaris.

1418 Ms. Kramer stated give them one more try, and if it does not work, then we may have to look
1419 at a new engine or scrapping it at this point. I would rather get rid of it and get another electric.

1420 Mr. Perez stated the only other thing I will add, during our budget process, another District
1421 that has Maxicom, we did discuss that eventually Maxicom is going to phase out. It is an old
1422 system. It is an old software. It is an old program for irrigation. I do have some rough numbers,
1423 not necessarily for Harmony, and I am still putting those together with the number of controllers
1424 and everything else. You do not necessarily have to go back in with Maxicom or a system like a
1425 central computer system. There is newer technology out there. When I have that, I will provide it.
1426 I think it is more for future budgeting purposes, but you need to see the number for probably next
1427 year's budget so you can start thinking reserves. It is going away. We piggybacked on Disney's
1428 order to buy some new clocks because they are very few and far between now. It is coming.

1429 Mr. Leet asked being distributed, is that something that can be phased in somewhat gradually?
1430 Like when it fails?

1431 Mr. Perez stated yes, you could. The numbers I have are from a different manufacturer.
1432 Maxicom is Rain Bird. The numbers I have are from Hunter, which is another very reputable
1433 irrigation vendor from the golf course side all the way down to residential.

1434 Ms. Kramer asked do you even have a ballpark?

1435 Mr. Perez stated if you give me another 15 minutes, I can chime in then and say about what it
1436 is going to cost.

1437 Ms. Kramer stated when we are finished with you here, we will let you do that, just in case we
1438 need to adjust anything.

1439 Mr. Perez stated that was all I really had for an update.

1440 **ii. Splash Pad Updates and Options**

1441 **a. Professional Fountain Services Proposal #1790 for Motor Installation and**
1442 **Other Fountain Services**

1443 Ms. Kramer stated as everyone knows, when PFS came in and did some work, the pipe was
1444 cracked. We had a leak. It flooded and destroyed our variable frequency drive ("VFD"). I looked
1445 back in avid, and PFS had replaced that in 2020. So it was a fairly new VFD panel. I thought it
1446 was the original one. And it destroyed our brand new pump motor. They have a proposal for us
1447 now to replace both the VFD panel and the pump motor, and then to do the programming as
1448 necessary to get it up and running. And they are doing the piping. They are fixing all the exposed
1449 pipes in the vault.

1450 Mr. Perez stated correct.

1451 Ms. Kramer stated that is a proposal for \$11,793. We already spent \$23,000 on it.

1452 Mr. Perez stated yes, and there is a cost analysis in there. I was asked if we just want it to be
1453 more of a static fountain, where there is no variations of flow and heights, et cetera, what that
1454 would be. You still have to have a VFD to take it from three phases to two back to the motor. The
1455 VFD will help with that. The programming for the VFD to run that system is about \$2,000, so you
1456 would have a \$2,000 savings to see it not pop up and down and see it dance.

1457 Ms. Kassel stated yes, but that is what makes it fun for only \$2,000 more.

1458 Ms. Kramer stated yes. If it was \$10,000, that might be something.

1459 Ms. Kassel stated we have these proposals from PFS for \$11,793.34.

1460 Mr. Perez stated right. They did provide a second one because if you want it to be static.

1461 Ms. Kassel stated which is \$2,000 less. That means since we approved the contract, we can
1462 just approve this as a work order?

1463 Mr. Perez stated a work authorization.

1464 Ms. Kramer stated we will still fill out the paperwork.

1465

1466

1467

1468

1469

1470

Ms. Kassel made a MOTION to approve a work authorization for proposal #1790 from Professional Fountain Services to repipe, a new motor and gaskets, a new VFD, and programming for the VFD, as discussed, in the amount of \$11,793.34.

Ms. Phillips seconded the motion.

1471

1472

Mr. Chokanis stated the motor, we had a brand new motor put in September 15, 2022. Do we

1473

not have a warranty or anything on that?

1474

Mr. Perez stated it was an act of God.

1475

Ms. Kramer stated not when it is flooded with water.

1476

A Resident stated if it is a pump, it should be waterproof.

1477

Mr. Leet stated there is electric. Just to go over the sequence, we had the impellor rebuilt on it.

1478

Mr. Perez stated it was an entire motor replacement.

1479

Ms. Kramer stated we got a brand new pump.

1480

Mr. Leet stated okay.

1481

Mr. Perez stated it is a motor, not the pump.

1482

Ms. Kramer stated but we got an entirely new pump from Spies.

1483

Mr. Perez stated no, the pump is when you look in the vault, it looks like a pool pump. It has

1484

a clear filter screen. That is the pump.

1485

Ms. Kramer asked the \$9,000+ was just the motor from Spies?

1486

Mr. Perez stated that was just the motor.

1487

Ms. Kramer asked just the motor? I thought it was a whole specialized pump that had to be a

1488

certain size and fit in the vault.

1489

Mr. Perez stated it is big, and there are different gaskets on it. It has to hook up to the pipe.

1490

Ms. Kramer asked and now they are able to replace that whole thing? We overpaid Spies

1491

\$5,000?

1492

Mr. Perez stated it sounds like it.

1493

Ms. Montagna stated and we had to wait. Remember they were the only ones who could get it,

1494

and then all of a sudden they could not get it?

1495

Mr. Chokanis stated it has been discussed that it is less than a year old.

1496

Ms. Kramer asked now the question is, are they going to elevate these things higher when they

1497

put them in again? Or can they?

1498 Mr. Perez stated it did not matter with the automatic shut off. It was still electrical that got
1499 exposed.

1500 Ms. Kramer stated the problem is, you could have a floating valve so when the water comes
1501 up, it automatically shuts off. But if it is a break in the line, what is it going to shut off?

1502 Mr. Perez stated I can ask. I do not know how they do that stuff. My suggestion is you probably
1503 need to put multiple bilge pumps in there, not just one. That way you have multiple, like if one
1504 fails, you have another one still going.

1505 Ms. Kramer stated let us do whatever is necessary to protect those expensive items.

1506 Mr. Perez stated the other thing I will tell you, when I sent the contract over, she thought it was
1507 the approval for this repair, so she has already ordered the motor. She said it was no big deal, and
1508 she was not going to charge us for it, but that is good.

1509 Ms. Kramer stated it will be quicker.

1510 Mr. Leet asked my question is, what is left? Is there anything else left that is original
1511 equipment?

1512 Ms. Kramer asked anything else that can go wrong?

1513 Mr. Perez stated the only thing is remaining, and this is where you get to that big number Ms.
1514 Montagna was talking about, \$300,000, are the pipes that are underground that go to the physical
1515 splash pad.

1516 Mr. Leet the original layout.

1517 Mr. Perez stated and the pad and everything where it comes out. I have no idea. It is
1518 underground, and you cannot see it. Internally, no, there would not be anything else. Again, the
1519 other stuff in there when you go look at it, the pump that is in there looks like a pool pump. It has
1520 a filter screen on it, and that helps. If it has low pressure, it will shut down. That is only because
1521 when it clogs, it will pump it out.

1522 Mr. Leet stated for anyone who is unaware, it is legally a pool.

1523 Mr. Perez stated yes.

1524 Mr. Leet stated we monitor pH and everything.

1525 Ms. Kramer asked were you able to visit with them and discuss the possible deterioration rate
1526 of the pipes under the ground?

1527 Mr. Perez stated no.

1528 Mr. Leet asked is there any point, while it is being repiped in the vault, of more scoping?

1529 Mr. Perez stated I can ask.

1530 Mr. Leet stated there is no harm in asking. It might be an expense, but this might be a good
1531 opportunity to make sure everything that is left is at least in decent shape or if there is anything
1532 preventive that we can do.

1533 Ms. Phillips stated they should be able to send a little thing with a flashlight.

1534 Mr. Perez stated I will ask tonight and send an email.

1535 Ms. Phillips stated you do other CDDs. Is it possible that we could find another CDD that has
1536 a similar problem and talk to them?

1537 Mr. Perez stated there are not a lot of CDDs with splash pads.

1538 Ms. Montagna stated not anymore.

1539 Ms. Kramer asked or HOAs?

1540 Mr. Perez stated the splash pads they have are attached to kiddie pools, like a kiddie play area.

1541 Ms. Kramer stated dumping buckets.

1542 Mr. Perez stated Celebration has a splash pad, but they have not had issues. They are currently
1543 in their budget talking about spending \$300,000. That is what Ms. Montagna mentioned today, to
1544 redo the whole thing. We are not having failure.

1545 Ms. Kramer stated it is that time.

1546 Ms. Phillips stated we do not want to do this and have something else pop up next week.

1547 Mr. Perez stated Churchill Pool does their maintenance contract, and we are not happy. We are
1548 probably going to get rid of them.

1549 Ms. Phillips stated that was my next question, who maintains it going forward if we get it up
1550 and running.

1551 Ms. Kramer stated that will be the next one. Let us do this one.

1552

1553 Upon VOICE VOTE, with all in favor, unanimous approval was
1554 given to a work authorization for proposal #1790 from Professional
1555 Fountain Services to repipe, a new motor and gaskets, a new VFD,
1556 and programming for the VFD, as discussed, in the amount of
1557 \$11,793.34.

1558

1559 **b. Professional Fountain Services Proposal #1792 for Quarterly Maintenance**

1560 Ms. Kassel stated this was not listed on the agenda.

1561 Ms. Montagna stated it is included.

1562 Ms. Kassel stated it was in the package but not listed.

1563 Ms. Kramer stated it is part of the splash pad update and options.

1564 Mr. Perez stated I did ask PFS to provide this because, like our heater situation, I have
1565 explained this and talked to Ms. Kramer. We have certified pool operators (“CPO”) on staff. I have
1566 one. Ms. Montagna has one. Mr. Castillo has one. The CPOs can make sure the pH and the
1567 chemical levels in the water are great, but it does not mean we have the mechanical knowledge to
1568 go in and say here is what to do with this pump and here is how you adjust that. It is pressure and
1569 a lot of stuff is driven that way. But that is not what we specialize in. We do not specialize in the
1570 hydraulics and the pumping.

1571 Ms. Kramer asked quarterly maintenance, what is it going to include? Did they tell you?

1572 Ms. Kassel stated it is right here.

1573 Ms. Phillips stated it is right on the page.

1574 Mr. Brent stated clean the vault, clean the strainers, clean the filtration system, check all the
1575 electrical, VFD, voltage, pumps, motors, unclog nozzles.

1576 Ms. Phillips asked it costs \$1,200 to do that?

1577 Mr. Perez stated for each quarter.

1578 Ms. Phillips asked I mean each time they do that, it is \$1,200?

1579 Ms. Kassel stated yes.

1580 Mr. Perez stated we will probably put that into a contract.

1581 Ms. Kassel stated we already have a contract.

1582 Mr. Eckert stated it will be a work authorization.

1583 Ms. Montagna stated under the PFS contract that we just approved.

1584 Ms. Kramer stated there was something that had to be done almost monthly here, changing
1585 some sort of valves or gaskets.

1586 Mr. Perez stated solenoids and filters.

1587 Ms. Kramer asked just pull them out and clean them and put them back?

1588 Mr. Perez stated PFS did not say anything about that. I will say that the solenoids that they
1589 used, we had three-quarter-inch solenoids, and they went to inch and one-quarter.

1590 Ms. Kramer stated so that should not be an issue, but that will be part of the maintenance.

1591 Mr. Perez stated yes, it should be.

1592 Ms. Phillips asked field services goes and checks the pH in the water every day?

1593 Mr. Perez stated absolutely. We have to.

1594 Mr. Chokanis stated it would be nice if this maintenance would provide some warranty against
1595 the splash pad if something broke. Maybe they can give us some kind of discount or a warranty

with the motor. If we are paying almost \$5,000 a year, which is going to bump up our overall budget every year, it would be nice to have.

Mr. Perez stated I can ask what the warranty information. I did not ask PFS, I think they mentioned on the repiping, it is one year for labor. I will get all that information and email you all.

Mr. Leet stated our reserve study had ongoing maintenance for the splash pad estimated at about \$2,000 to start and escalating over time, but every three years. This would be a bit of a step up for that. At the same, we need to protect our investment.

Ms. Kramer asked do we want to do anything tonight on this, or wait until we get a response from Mr. Perez?

Mr. Leet stated I want to hear about a warranty.

Ms. Montagna stated you approved the proposal for PFS. You should absolutely approve the maintenance.

Ms. Phillips stated that is what I was going to say. It would be penny wise, pound foolish not to.

Ms. Kassel made a MOTION to approve a work authorization for proposal #1792 from Professional Fountain Services for quarterly maintenance of the architectural fountain, for quarterly inspections in the amount of \$1,200.00 per quarter, or \$4,800.00 annually.
Ms. Phillips seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to a work authorization for proposal #1792 from Professional Fountain Services for quarterly maintenance of the architectural fountain, for quarterly inspections in the amount of \$1,200.00 per quarter, or \$4,800.00 annually.

B. District Engineer

i. Community Maintenance Facility Update

Mr. Hamstra stated based on the last meeting, you had asked us to look at a site plan layout for Tract D, which is next to the entrance road to the golf course maintenance facility. We did two versions. One version is access off the golf course maintenance road, and the second access is off Five Oaks. We were also asked recently to do a conceptual cost estimate for the lakefront location versus the Tract D location. Those are provided in the emails from, I believe, this afternoon. The lakefront maintenance facility was roughly \$90,000 with a 15% contingency. The Five Oaks Drive community maintenance facility was roughly \$350,000 with a 10% contingency. Two variations of the site plan. As you remember, you collectively chose the second location with potential

1633 opposition of the proposed location at the lakefront. So this one would be a building with an office,
1634 unlike the one at the lakefront, correct, Mr. Perez? Tract D would be with an office in the building,
1635 where the lakefront did not have an office.

1636 Mr. Perez stated no, and the cost estimate includes an office at Buck Lake.

1637 Ms. Kramer stated the difference was the restroom, because Buck Lake has a restroom really
1638 close, but there is a restroom cost involved with Five Oaks.

1639 Mr. Perez stated that is correct.

1640 Mr. Leet asked the real difference is whether you are entering off the golf maintenance road or
1641 off Five Oaks?

1642 Mr. Hamstra stated yes. I cannot tell you sitting here, Mr. Leet, if the County will allow two
1643 entrances that close to each other. They usually have a minimum distance, but you at least have an
1644 idea of how Greg was able to squeeze in the building, the parking, the access to the lean-to shed
1645 area, the stormwater pond, setbacks, and things like that. It is shoe horned in there, but it works.

1646 Ms. Kramer stated we would have to check with the telephone easement to make sure there
1647 was not any interference there. But when we went by the other day, Ms. Montagna and I were out
1648 doing site visits, closer to not only the County's concern but when you get closer to the golf
1649 maintenance, there is a light pole between the trees that blocks one possible entrance, and there is
1650 a stormwater culvert in the other one that would prevent the entrance from being in either of those
1651 two locations. It would have to shift all the way to the far end of the triangle.

1652 Mr. Hamstra stated for anyone who wants to see a blown up version, it is on the kitchen
1653 countertop behind Ms. Kassel and Ms. Kramer. There is a two-foot by three-foot plot of each site
1654 plan.

1655 Ms. Kassel asked what is this dotted line?

1656 Mr. Hamstra stated that is the proposed piping to take the water from the paved surfaces to the
1657 pond.

1658 Mr. Leet asked that would be a dry retention pond?

1659 Mr. Hamstra stated hopefully. We do not have any borings yet to know whether or not the
1660 ground water will allow us, but we are hoping we can get away with a dry pond.

1661 Ms. Kassel stated but none of this conceptual work was really done on the lakefront, so we do
1662 not really know what obligations we might have there, expense wise.

1663 Ms. Montagna stated they are in there.

1664 Ms. Phillips stated it was on mine.

1665 Ms. Kramer stated the lakefront has pre-existing parking.

1666 Mr. Hamstra stated the reason we had more detail on the Tract D is, we were fortunate enough
1667 to have a survey done by others, by your prior surveyor, so that allowed Greg to have more control
1668 on the boundary, the topography, the contours. We had a lot more information there to go into
1669 more detail. The one he did for the lakefront was based on an aerial map, and he was dropping
1670 things in conceptually.

1671 Ms. Kramer stated it had some lidar elevations.

1672 Mr. Hamstra stated yes.

1673 Ms. Kramer stated the difference is, the structure at the lakefront is going in over a currently
1674 existing impervious surface, and we are not adding any new impervious surface because we
1675 already have the parking and everything right there. So we would not have to do any stormwater
1676 work or anything of that sort.

1677 Ms. Kassel asked are we sure about that?

1678 Mr. Hamstra stated I do not know the condition of the pavement. If you do any form of
1679 reconstruction, you will need a pond. But I do not know how good a condition the base and the
1680 subbase is, but if you use the existing impervious area, we will not have to retrofit the site. But if
1681 we do get into the base, and we construct it, they will make you bring it to current standards.

1682 Mr. Leet stated it sounds like there has to be something. That parking area goes off to the side,
1683 but there is not really a good way to secure that. Would we still not have to add some impervious,
1684 whether it is for the lean-to or any kind of access?

1685 Ms. Kramer stated no, right now there is a 45x25 slab down there.

1686 Mr. Leet stated yes, and there is a walkway going to that.

1687 Ms. Kramer stated yes, from the parking lot.

1688 Mr. Leet stated yes, so the impervious surface is already there. The parking lot that goes off to
1689 the east, does that meet all the needs?

1690 Ms. Kramer stated yes, that would meet all of our parking requirements. I think you have about
1691 ten spots there.

1692 Mr. Leet stated right, but then we talked about having a lean-to, some kind of outdoor storage,
1693 in addition to the building. Are we saying that all fits on that 25x45 pad?

1694 Ms. Kramer stated yes, that is the way it was designed.

1695 Mr. Perez stated it will be a different shaped building from what you are looking at.

1696 Mr. Leet stated it is 45x45.

1697 Mr. Perez stated correct. There was more room. We can shrink that building down if we need
1698 to.

1699 Mr. Leet stated that is just my question. I am not expecting that will have much of a material
1700 cost if we made the Tract D building a little smaller to match.

1701 Mr. Perez stated it is not.

1702 Mr. Leet stated right. So my question is, that smaller footprint for the building, lean-to, and
1703 everything else, would that be sufficient at the VC-1 location? Or are we not really doing a
1704 comparison because there would have to be some additional approach, paving, or anything like
1705 that with potential drainage impacts, that would potentially drive that cost up higher.

1706 Ms. Kassel stated that is what I was asking.

1707 Mr. Perez stated the tract that is on the screen, if you will recall a while back, that is where we
1708 were looking to put the dog park. Mr. Hamstra had some historical site plans, is that the right
1709 word?

1710 Mr. Hamstra stated detailed survey.

1711 Mr. Perez stated detailed surveys of this area, so he was able to give you a more in-depth site
1712 plan and site development cost et cetera on this location than we have on the Buck Lake location.
1713 I can shrink the building down here, and I can make it bigger at Buck Lake to make it apples to
1714 apples, but the cost for the building in the cost comparisons or the engineering cost estimates that
1715 Mr. Hamstra gave you are actually quotes from the same vendor, just different building size. You
1716 can interchange those numbers.

1717 Mr. Leet stated yes. I get that. The question is, we are saying the basis for comparison is the
1718 45x25 pad that is already out there on VC-1 that we could fit everything we need to on that, and
1719 therefore, would not need anymore drainage or something.

1720 Mr. Perez stated I do not know.

1721 Ms. Kramer stated we were out there, and we actually brought the carts out there, this was two
1722 months ago. We parked the carts there. We analyzed it and said yes, that surface would be
1723 sufficient.

1724 Mr. Perez stated I think what you are saying is, what additional drainage and do we need
1725 stormwater runoff.

1726 Mr. Leet asked if we are saying that is sufficient, is that saying it includes a lean-to?

1727 Mr. Perez stated yes.

1728 Mr. Leet asked how do we get to that lean-to, because there is just a little walkway there? Are
1729 we okay with that?

1730 Ms. Montagna stated it will be on that drive that you would take a right.

1731 Mr. Perez stated yes, you would take a right off that gravel road. There would probably be
1732 some additional costs over time.

1733 Ms. Kramer stated we drive through the grass all the time.

1734 Mr. Perez stated we had talked about fencing from this front corner of the building straight out,
1735 and then coming up and then back so we had some depth behind the building. More than likely,
1736 the roll door would be on the back side. The lean-to would be more of an L-shaped building that
1737 will actually have inside storage, so the lean-to will be much smaller. But it would be here, and
1738 this fence would continue up and out this way. We would probably have a double gate right here.

1739 Ms. Kassel stated we cannot see.

1740 Mr. Leet stated he is showing it on the screen.

1741 Ms. Kassel stated but I am looking at the screen, and I am not seeing it.

1742 Ms. Kramer stated no, he is just pointing it out for Mr. Leet.

1743 Mr. Perez stated what I was saying is, here would be the fence. This is where the door to the
1744 office would be. The fence would come out, down, and around a little deeper because we want to
1745 have the ability for the roll door to be on the back side, not the front side, so it is secured behind
1746 the gate, as well.

1747 Ms. Kassel stated but the land dips down there, and then you are just driving on the grass.

1748 Ms. Montagna stated it does not.

1749 Ms. Kramer stated it does not dip down until quite a ways over. See where the fenced area is?

1750 Mr. Perez stated the roll door would be back here. The lean-to side would be over here on the
1751 back side, so that way there will be a double gate on this side where they would be able to drive in
1752 with their mules and the truck. If they need to get a trailer, we would store the trailer back here.
1753 The roll door would be here. The lean-to in this area here.

1754 Ms. Kramer stated the trailers would be under the lean-to.

1755 Mr. Perez stated some of the smaller ones, yes. The larger one probably would be stored inside.

1756 Mr. Hamstra asked will you gravel that or pave it?

1757 Mr. Perez stated we would probably have to gravel this over time.

1758 Ms. Kramer stated right now, it is just sod that they have run across.

1759 Mr. Leet stated that is my question. Would we be allowed to build on that? Or does it make, in
1760 your engineering judgment, sense to build like that? Or do we need to look at some other kind of
1761 site prep in addition to what is already there to make that useable and be practical and useful?

1762 Mr. Perez stated the dumpster would go in this area.

1763 Ms. Kramer stated the most cost-effective place (for the dumpster) would be in the two parking
1764 spaces right there with a fence around it so you would not even see it. The other option is to put it
1765 off to the end of the parking lot. However, that is more movement for the garbage trucks, and it is
1766 an additional cost because you have to put a pad there for it.

1767 Ms. Phillips asked what do we need a dumpster for?

1768 Ms. Kramer stated for all the garbage bags from the garbage receptacles.

1769 Ms. Montagna stated doggie pot stations.

1770 Ms. Phillips asked could we not put it on that other piece of property?

1771 Ms. Kramer stated we cannot run that truck down there. It ruins the road.

1772 Ms. Phillips stated I meant on that corner lot.

1773 Mr. Leet stated my thoughts, looking at the numbers, what we are saying with those
1774 assumptions about using the lakefront site and saying there is no paving, grading, or anything else
1775 would still come to \$88,400, versus the cost for Tract D would be \$346,000. We are looking at
1776 just over four times difference. What I want to make sure with my questions is that there would
1777 not be any other site prep or grading or anything else that would drive up that lakefront cost.

1778 Mr. Hamstra stated this is soup to nuts. It is a virgin site with nothing on it. We would build a
1779 whole new facility, parking, building, utilities, landscaping; that is soup to nuts. I cannot tell you
1780 sitting here if unintended consequences are going to pop up at the lakefront.

1781 Mr. Leet stated so the rest of the Board knows, this would be my preference. We have heard
1782 plenty of feedback from residents that there are lots of arguments against having it near the park
1783 and near the lake and everything. I am just trying to make sure we are as clear as possible about
1784 all the costs comparison between the two sites.

1785 Ms. Kassel stated it is also not apples to apples.

1786 Mr. Leet stated I think there is enough unknowns with the lakefront site just on what additional
1787 costs there could be to make that fully useable.

1788 Ms. Kassel stated but it is not apples to apples because the plan for Tract D is a much bigger
1789 facility. It is almost twice as big.

1790 Mr. Leet stated yes, and that was the question I had earlier, that if we to skinny this building
1791 here to make it 45x25, that is not going to have a huge impact on the overall cost.

1792 Mr. Chokanis stated there are \$12,000 worth of trees. I know it is part of the landscaping, but
1793 do we really need trees put in?

1794 Ms. Kassel stated the County would require them.

1795 Ms. Kramer stated on a whole new development site, they have certain landscape standards we
1796 would have to meet. At the lakefront, we already have the trees that are right there, and the shrub
1797 hedge that screens the part that faces the parking lot. We would still have to add some additional
1798 either privacy fence or some shrubs that go around the other side of the fencing, so that would be
1799 required. I am not too sure, again, if we are pretty much just bringing in a fencing contractor and
1800 the metal building constructor, and how much of some of the other costs that we will face. There
1801 is already a concrete sidewalk out there to the site, so we would lose that cost, and the dumpster
1802 pad if we put it right there. The dollars and cents speak to me, as well as the closeness to the
1803 facilities that we maintain.

1804 Ms. Phillips stated but the dumpster does not have to be at the community maintenance facility.

1805 Mr. Leet stated they use it all the time.

1806 Ms. Phillips stated but they are out and about gathering the trash. If the dumpster was at
1807 Lakeshore Park and the building was at the other one, I am not sure the dumpster needs to be at
1808 the facility.

1809 Ms. Kramer asked why would we put a dumpster at Lakeshore?

1810 Ms. Phillips stated to save money.

1811 Ms. Kramer stated that would not save an appreciable amount.

1812 Ms. Phillips stated I am just saying, some things in here maybe do not have to be there. My
1813 biggest beef with the lakefront location is, I think it should have a bathroom. There could be a
1814 thunderstorm, and if they need to use the restroom, now they have to go over there.

1815 Ms. Kramer stated to be truthful, they will not be using the bathroom in the facility. The County
1816 will make us put it in.

1817 Ms. Phillips stated you mean at the lakefront. We are talking about doing it without a bathroom.

1818 Ms. Kramer stated right. But I am saying even in the other one, our staff is typically out and
1819 using the restrooms at the lakefront or at the pool or at other locations. In fact, they used it so rarely
1820 at the staff trailer that they did not know there was a need to pump out the holding tank. I do not

1821 think the restroom is that critical, but for the fact that we are absolutely going to have to put a
1822 restroom facility—the County will require it—in the dog park location.

1823 Ms. Phillips stated this is a dilemma.

1824 A Resident asked did Mr. Leet say the facility at the dog park would be larger than what the
1825 other would be?

1826 Ms. Kassel stated yes.

1827 The Resident stated so looking down the road, you have a lot of equipment down at the garden
1828 that is out in the weather and being destroyed. I know it is going cost more, but would it not be
1829 more financially feasible to put the larger building so you can put all your equipment in it?

1830 Ms. Kramer stated that is the stuff that is sitting out now that is going to go under the lean-to.

1831 The Resident asked but will it fit in the smaller building rather than the larger one?

1832 Ms. Kramer stated it will fit under the lean-to area. There would be one trailer that would go
1833 inside, and the others would be under the lean-to, so it would be covered.

1834 A Resident asked then you will have room for the pesticides and fertilizers and everything else
1835 that is supposed to be kept outside?

1836 Ms. Kramer stated right, we would have lock boxes.

1837 The Resident asked what about safety issues with traffic and children going to the park?

1838 Ms. Kramer stated again, that is totally on the other side where the children are not anyway. I
1839 have never seen kids over in that area.

1840 Ms. Phillips stated I have never seen anyone over there. It is kind of a wasteland. What do you
1841 see children doing over there?

1842 The Resident stated riding their bikes to get to the park. Riding their bikes to go to the lake.

1843 Ms. Phillips asked that gravel parking lot, they ride their bikes in there?

1844 The Resident stated yes, they do.

1845 Ms. Montagna stated they would be riding right past it, and it is fenced in. They would not be
1846 able to get into the area.

1847 The Resident stated you still are destroying the park.

1848 Ms. Kramer stated I need to bring this back to the Board.

1849 Ms. Phillips stated I am in favor of biting the bullet and doing it at Five Oaks. Harmony is a
1850 nice community, and I think sometimes we have to bite the bullet and do it.

1851 Ms. Kramer stated then we need to revisit our budget.

1852 Ms. Phillips stated we can. I know our heads are going to roll if we do that, which I think is
1853 the right thing. Therefore, I think we have no choice but to do Lakeshore Park. If we come into a
1854 lot of money some day, we can move it.

1855 Ms. Kramer stated if we move it, then we are not losing a significant amount of money. And
1856 because it is a metal building, it can be expanded.

1857 Ms. Phillips stated yes.

1858 Ms. Kramer stated if we came into the money that we need to do this plan, then it would still
1859 be feasible. We would not have lost a lot because we are not doing much.

1860 Mr. Leet stated I think there are too many unknowns with the other site prep work and what
1861 might be required.

1862 Ms. Kramer stated that is why we need to go to the County and start the discussion. Again, we
1863 need to go back and revisit our budget if we are going to go for the dog park location.

1864 Ms. Phillips stated that was four times more, not to mention the amount of time it is going to
1865 take. What does Mr. Chokanis think?

1866 Mr. Chokanis stated I do not like the park location at all. I think it is a very easy financial
1867 decision to make, but I think it is going to be a sore thumb and people are not going to like it at
1868 all.

1869 Ms. Kramer asked have you seen the location? You cannot even see it from the parking lot or
1870 the street.

1871 Mr. Chokanis stated the issue though is, this parking area is for the residents, and we are giving
1872 it to the maintenance folks.

1873 Mr. Leet stated no.

1874 Mr. Chokanis asked you are adding a whole other parking area?

1875 Mr. Leet stated the parking area is what they had the charter school in a portable.

1876 Ms. Kramer stated and no one really ever used it.

1877 Mr. Chokanis stated I know, but I have been to the pavilion where we have birthday parties,
1878 and people are parking there.

1879 Ms. Kassel stated they are not using that parking lot. When you go in, that parking lot is on the
1880 left. Everything they are proposing is on the right.

1881 Mr. Chokanis stated I understand that, but if you have overflow, they will park on the other
1882 side.

1883 Ms. Kramer stated there will be two cars there.

1884 Ms. Phillips stated yes.

1885 Mr. Chokanis asked have you ever had the food trucks in there, and everyone comes and parks
1886 there when you have the maintenance facility people going in and out?

1887 Ms. Kramer stated they leave at 4:00.

1888 Mr. Chokanis stated okay, you are thinking that, but I am telling you right now, it is going to
1889 be a sore thumb, and it is not going to look good for Harmony.

1890 Ms. Phillips asked these parties you are talking about, they take place during the day when the
1891 maintenance staff is going to be there?

1892 Mr. Chokanis stated yes. Weekends. Weekdays. Summertime.

1893 Ms. Phillips stated I have been here since 2008, and I have never seen a living soul there.

1894 Mr. Chokanis stated I had two of my kids' birthday parties there and neighbor's birthday
1895 parties.

1896 Mr. Leet stated you cannot see the pad from the road. There is a drop down to the parking lot,
1897 and another drop down to basically the level of the wetland where the pad is. If you put a 12-foot
1898 building on there, yes, you will be able to see it. How much landscape do we need to add to offset
1899 that? I have made my thoughts clear on this. I understand it is a bigger cost.

1900 Ms. Phillips stated yes.

1901 Mr. Leet stated I think between the resident impact every time someone walks out to Buck
1902 Lake to use our boats, one of our facilities, they go right by our maintenance facility. The
1903 unknowns of what kind of other site prep we might need, we do not know because we do not have
1904 the full detailed survey like we do on Tract D. I think there are too many bad sides to that.

1905 Ms. Kramer stated this is something we absolutely have to get a move on, or we are going to
1906 be paying \$250 a day in violation, and we are still waiting to hear from the May 10 inspection.

1907 Ms. Montagna stated yes, I have emailed Mr. John Giep, and I have not heard anything back.
1908 If you are going with that option, you have to redo your budget.

1909 Ms. Kramer stated yes.

1910 Mr. Leet stated I think we need to move forward with the County. My choice is for Tract D.
1911 The action with the County would be to figure out what kind of access we can do, given the existing
1912 maintenance road and the existing drainage.

1913 Ms. Kramer stated we have it showing coming off the maintenance road. Do we have an
1914 easement over that, Mr. Hamstra? I am not sure why we were coming off the maintenance road.
1915 That is a privately owned driveway.

1916 Mr. Hamstra stated I do not know if the County is going to allow two driveways that close.
1917 You would not want the guys in and out Five Oaks. I am just trying to make it less obtrusive.

1918 Ms. Kramer stated but we do not have any ownership or right to be on that driveway.

1919 Mr. Hamstra stated I just assumed you all can work it out with the entity. The cost between the
1920 two different alternatives will be the same roughly. It may be a little more expensive to go up to
1921 Five Oaks.

1922 Mr. Chokanis asked do you think there is extra fluff in here that we can take out of this quote?
1923 We have 30 trees to be put in, hedge plants, and stuff like that.

1924 Mr. Hamstra stated it is conceptual, so by all means, we can go higher and lower. We can go
1925 with a different type of surface versus the asphalt. We do not need a concrete driveway. Yes, there
1926 are ways to put it on a diet.

1927 Mr. Chokanis stated it is a maintenance facility. It does not have to look like a bed and
1928 breakfast. It is going to get dirty. If we are going to make this work, obviously, this is way too high
1929 for us.

1930 Ms. Montagna stated the problem is, your budget has to be in by June 15, and you need to put
1931 in the absolute highest.

1932 Ms. Kramer stated the problem we have more than that, we have to build this in this budget
1933 year.

1934 Ms. Montagna stated yes.

1935 Ms. Kramer stated we have \$180,000. We do not even have that much considering we are
1936 going to take the splash pad out of reserves now, so we have \$160,000 there. We have just about
1937 \$200,000 in unassigned cash, and that is all we have.

1938 Ms. Montagna stated that is correct.

1939 Ms. Phillips asked what part are we in violation with the County at this point?

1940 Ms. Kramer stated we have storage containers.

1941 Ms. Phillips asked the ones we are going to sell?

1942 Ms. Kramer stated yes.

1943 Ms. Phillips stated we do not need to build a building to get rid of those. Right? I thought we
1944 are going to sell them

1945 Ms. Kramer stated yes, we have to. We have all our stuff in them.

1946 Ms. Phillips stated I thought they were sitting there empty.

1947 Ms. Kramer stated no. I wish they were; otherwise, we would not be having this conversation.

1948 Ms. Phillips stated I will volunteer my garage.

1949 Ms. Kramer stated that is the other thing, tongue in cheek, for \$300,000, we could buy a house
1950 with a two-car garage and have office space and conference space with several bathrooms. I say
1951 that tongue in cheek, but not so. If we are going to this expense, we could really look at that,
1952 because a community maintenance facility can go in any of the classifications except conservation
1953 area. We could do that.

1954 Mr. Hamstra stated I do not think the neighborhood would appreciate it.

1955 Ms. Kramer stated right.

1956 Ms. Kassel stated I think the costs for the lakefront are underestimated, as Mr. Leet said. I think
1957 there are lots of unknowns there that an actual site plan would uncover. I think it is going to be at
1958 least 50% to 75% more expensive than that. There may be a slab there, but in order to put a building
1959 there, et cetera, and have this facility, I think it is going to require a lot more than is there. I think
1960 the cost for Tract D estimate is more than we need to spend. And I would much rather see the
1961 facility on Five Oaks than I would down at the lake. Maybe what we do is find out what the County
1962 would require at the lakefront while we also move ahead with seeing how we can reduce some
1963 costs while still being within County requirements and have it be a decent facility.

1964 Mr. Leet stated talking with the County, there are questions we need answered for the Five
1965 Oaks site, as well.

1966 Ms. Kramer stated like access.

1967 Mr. Leet stated and the telephone easement.

1968 Ms. Kramer asked is there a no-cost preliminary pre application?

1969 Mr. Eckert stated you need to have some idea.

1970 Ms. Kramer stated so you could take both of these in and sit down with the County and say
1971 here is what we have on these two parcels.

1972 Mr. Hamstra stated yes, we talked about that. I tabled that meeting until we cranked out the
1973 two alternatives for Tract D. We can bring all of them to them next.

1974 Ms. Kramer stated I would not do the one coming off of the driveway the into the golf course
1975 because they talked about selling that. We have had problems with private owners before. I just
1976 would not want to be beholden to anybody. I would stay away from that.

1977 Mr. Leet stated I wonder if they would sell that to us.

1978 Ms. Kramer stated we talked about that. Like I said, I told them to call us before they did
1979 anything. But the price tag on that is going to be phenomenal. Maybe we can use a corner of it and
1980 rent out the rest.

1981 Mr. Leet stated the current assessed value on the County's website is \$513,000, and those
1982 numbers are depressed.

1983 Ms. Kramer stated they are seriously depressed. A million or so.

1984 Ms. Phillips stated we could have a party room and a meeting room and charge people a bunch
1985 of money.

1986 Ms. Kramer asked is that reasonable to have Mr. Hamstra go forward and meet with the County
1987 and find out what these questionable things on the lakefront might be? We do not want to go into
1988 it blind and not know all the costs. Also if we can even come off Five Oaks into this parcel.

1989 Ms. Phillips asked when the building was there at the lakefront, what did they have to do?

1990 Ms. Kramer stated nothing.

1991 Ms. Phillips asked portable classrooms?

1992 Ms. Kramer stated they eight or ten of 12 of them.

1993 Ms. Phillips stated I did not see those.

1994 Ms. Kassel stated but it was temporary.

1995 Ms. Phillips stated I just remember the library trailer was there.

1996 Mr. Leet stated they were up; they were not down at that lower level.

1997 Ms. Kramer stated no, we had four of them down on the lower level. Go on the way back. In
1998 fact, that is why that pad is out there. That was their big central courtyard area, and then four or
1999 five of them around that. Does that make sense, Mr. Hamstra?

2000 Mr. Hamstra stated let me ask Ms. Montagna a question. Let us say we show the County a nice
2001 site plan. It will have a lot of detail. If we show that to them as a concerted effort we are moving
2002 forward with an alternative site, will they relax the \$250 a day?

2003 Ms. Montagna stated you could do some now and some later.

2004 Mr. Hamstra stated you are spending the money for new site plans and all this other stuff. It
2005 would show good faith that we are taking it seriously. I am thinking if we can kick this can down
2006 the road enough that you can straddle fiscal years, then this becomes a discussion for fiscal year
2007 2024.

2008 Ms. Montagna stated we have done in other districts, as long as we are showing some sort of
2009 plan that we have a plan of action and we are actually doing it and not kicking it down the road,

2010 we have not seen any issues with stretching it, like starting stuff this fiscal year and finishing the
2011 rest the next fiscal year so you are going across both to finance it.

2012 Ms. Kramer stated except the fence.

2013 Ms. Montagna stated yes, the fence is done; that ship has sailed. For this building, absolutely.
2014 It is definitely worth a try.

2015 Mr. Eckert stated the easement question you all asked Mr. Hamstra and going over that private
2016 land there, if it is in the District's boundaries, we can get an easement. It is just a question of cost.

2017 Ms. Montagna stated exactly.

2018 Mr. Eckert stated you are going to either negotiate or you can take it by eminent domain for
2019 roadway purposes. Eminent domain is not as hard as you think it is. It can be expensive to do that,
2020 but oftentimes you can negotiate with the landowner, and under the threat or eminent domain, they
2021 get some tax consequences if you do that if you have to buy it. Hopefully you can collaboratively
2022 work that out. But you absolutely have the ability to get an easement if you need it. It is just a
2023 matter of cost.

2024 Mr. Leet stated I would say we can maybe consider that a fall back if there is no good way to
2025 come in off of Five Oaks.

2026 Ms. Kramer stated yes. Mr. Eckert was not here, but we have had a nightmare with the private
2027 developers and private landowners. It has been a money sink that does not quit.

2028 Mr. Eckert stated that is fine. I just wanted you to know that you can legally get it. It is just
2029 going to be a question of cost and process.

2030 Mr. Hamstra stated I will schedule it at the County, and TRC or DRC, whatever they call
2031 themselves, and present Tract D off of Five Oaks and the lakefront and get their feedback on both.
2032 At the same time, I can ask if they will relax the fine until such time as we can come to a conclusion.

2033 Ms. Kramer stated yes, because code enforcement is in the development office.

2034 Ms. Phillips stated I have another wild idea, but sometimes wild ideas get people thinking in
2035 other ways. Our biggest problem is the storage containers because the office is as Ashley Park pool
2036 for now. Right? And that has been fine.

2037 Ms. Kramer stated right.

2038 Ms. Phillips stated there are a bunch of farms up and down the street and land. Maybe someone
2039 will let us park it on their land. I know it will be inconvenient.

2040 Ms. Kramer stated our carts are in there.

2041 Ms. Phillips stated those we can put in my garage. It will just be for a couple months while we
2042 get this all ironed out. It would not be convenient for the guys, but I will buy them pizza. Then we
2043 can do it right instead of trying to patch it together to avoid a fine.

2044 Mr. Perez stated she made a valid point. Instead of farms down the road, can we get with the
2045 golf course to see if they have any room in their facility that we can store there temporarily?

2046 Ms. Kramer stated I had approached them on that, but you might be more persuasive. They
2047 indicated that they were full up and they use all the space.

2048 A Resident stated no, they do not.

2049 Mr. Leet asked at the same time they are selling it?

2050 Ms. Kramer stated no, they are going to build a new facility.

2051 Mr. Perez stated not necessarily storing things in there but maybe we can move the roll-offs
2052 over there inside the gate.

2053 Ms. Phillips stated yes, just for a short time.

2054 Ms. Kramer stated but they are not allowed anywhere. The County would bust them.

2055 Ms. Kassel stated just temporarily.

2056 Mr. Perez stated I do not know.

2057 Ms. Kramer stated the PD totally disapproves them, and I spoke with Ms. Amy Templeton.

2058 Mr. Perez stated I am sure Ms. Montagna would not have a problem reaching out to the golf
2059 course.

2060 Ms. Kramer stated you might be better because you are a golf course kind of guy. Why do you
2061 not contact the golf course manager, and have him call his boss. I will even give you his boss's
2062 name and phone number. Mike is the golf course manager. After the meeting, I will give you the
2063 owner's name and phone number, and you can speak with him. The last time I talked with him
2064 was about moving the staff trailer over there, which I found out later the County would not let us
2065 do anyway. But he said he would only do that in exchange for forgiving all the golf course's
2066 assessments. I said, I am sorry but we cannot do that.

2067 Ms. Montagna stated you do not have the authority to agree to that.

2068 Ms. Kramer stated I do not see why we cannot approach them and see if maybe we could store
2069 our equipment and carts, maybe we could rent a little section just for the time being. It will be at
2070 least a year before they construct something to move their maintenance, and then be able to sell
2071 that property off.

2072 Mr. Chokanis asked where are they putting all their stuff at?

2073 Ms. Kramer stated they are going to build a separate restaurant/clubhouse building with their
2074 maintenance underneath it over on the golf course land behind the current clubhouse because they
2075 need to be away from the owner of the current clubhouse. That is what they are currently talking
2076 about, but again, it is going to be a year or so. So if they do have enough room that we could rent
2077 it, that may be a great idea.

2078 Mr. Chokanis stated I think it would help out their community members.

2079 Ms. Kramer stated it would be great to work out of there.

2080 Mr. Chokanis stated yes.

2081 Ms. Kramer stated I will give you all that. So we are going with two tracts. You are going to
2082 do two different things with the County. He will contact the golf course.

2083 Ms. Montagna stated I have that in my notes.

2084 Ms. Kramer asked anything else we need to do on this issue?

2085 Mr. Leet stated to make sure we do not handicap ourselves, we are working on the assumption
2086 that taking action and showing good faith to the County, that we think we will be able to stretch
2087 this process out long enough so we do not have immediate budget crunch where with the budget
2088 we just approved that we would somehow dip into and exhaust, if every worst-case scenario
2089 happened, our reserves, going this route.

2090 Ms. Kramer stated again, if you go to the big plan off Five Oaks, you are going to tonight have
2091 to, in fact just because it is still in the mix, I would bump up that reserve and probably double it.

2092 Ms. Montagna stated yes.

2093 Ms. Kramer stated because you have enough projects coming at you to spend the \$300,000
2094 without this.

2095 Mr. Leet asked how many of those projects are threatening us with \$250 in fines? If it is
2096 something that is within our reserve study, I have been after Billy's Trail since before I was elected.
2097 If we need to push that back in order to take care of the more urgent, pressing need, let us not leave
2098 tonight and leave ourselves handicapped and forced into one of the two options we said want to be
2099 considering.

2100 Ms. Montagna stated you have to set your budget. You have to have money in there. You do
2101 not have it in reserves to do that project. You just do not.

2102 Mr. Hamstra stated not this fiscal year.

2103 Ms. Montagna stated no, and you will not have it next fiscal year if they do not put money in.

2104 Ms. Kramer stated if we do not bump it up more.

2105 Ms. Montagna stated what you need to do is set your highest potential of what you could do
2106 tonight, and between now and your final budget in July when you have to adopt it, Mr. Hamstra
2107 may have a little more concrete information, and you can cut some out of that budget.

2108 Ms. Kramer stated basically what we are saying is, we are going to have to bump the budget
2109 up significantly in an attempt to avoid using the lakefront parcel, and that should hopefully make
2110 it a little more palatable for the community.

2111 Mr. Leet stated or at least leave the option open.

2112 Mr. Chokanis asked say we all approve on one of them, how long until they break ground and
2113 actually get this thing going? And when do we have to start forking over money to them?

2114 Mr. Hamstra stated the building is a prefab. Right, Mr. Perez?

2115 Mr. Perez stated yes.

2116 Ms. Montagna stated you would have to start this fiscal year in order for us to at least be able
2117 to tell the County we are moving forward with a plan.

2118 Mr. Chokanis stated right, I am thinking budget wise. If we kick them off with half the funds
2119 or whatever, by the time they are done, they will not be done in this fiscal year, do you think, with
2120 the whole building?

2121 Mr. Hamstra stated no.

2122 Ms. Kramer stated we will not have the money this fiscal year, not even half.

2123 Mr. Chokanis stated I understand.

2124 Ms. Kassel stated yes, we will. We are putting aside \$350,000.

2125 Ms. Kramer stated that is for fiscal year 2024.

2126 Ms. Kassel stated we are putting aside that money for fiscal year 2024. That will take us
2127 through September 2024. We will probably not be done, and then we approve another \$350,000
2128 for our reserves next year because we will need it, and that should be sufficient to cover the
2129 expenses. We know we are going to, as Mr. Hamstra says, put the plan on a diet, so it will not be
2130 \$382,000 necessarily. I think we will have enough money if we have \$350,000 in reserves for this
2131 coming fiscal year, add \$350,000 for the following fiscal year, plus what we have on hand already.

2132 Mr. Leet stated our reserve study did not anticipate this cost.

2133 Ms. Kassel stated right.

2134 Mr. Leet stated the consequence of having this unavoidable facility, we might need to push out
2135 some things that were in our reserve study that were on the docket for being done this year.

2136 Mr. Chokanis stated we have the fence, too.

2137 Ms. Kassel stated yes.

2138 Mr. Leet stated we are going to do the fence in stages. We potentially have defrayed that cost
2139 by, we will see.

2140 Ms. Kramer stated you have to remember that the minute the fiscal year turns over, you do not
2141 have that money. You have to wait.

2142 Mr. Chokanis stated aggregate it every month.

2143 Ms. Kramer stated you have to wait until the assessment revenues come in.

2144 Ms. Montagna stated correct.

2145 Ms. Kramer stated we still have not collected some.

2146 Mr. Eckert stated the first week in December usually is when you get your first significant
2147 ones.

2148 Ms. Kramer stated but we have to be spending that on our actual annual budget. Right now we
2149 still have not collected all of the money to come in. We are still waiting on about \$200,000.

2150 Mr. Leet stated that is typical for how long it takes over the year to fully collect it.

2151 Ms. Kassel stated some of that is bond money; it is not O&M.

2152 Ms. Kramer stated that is just from the O&M.

2153 Ms. Montagna stated you are still down about \$355,000 in collections.

2154 Ms. Kramer stated I want reality. I do not want it at the lakefront, either, but I am being really
2155 upfront and real with you. You do the big ticket cost item without adjusting this budget, and we
2156 are going to be skating on the brink of fiscal disaster. I just have to let you know that.

2157 Mr. Leet stated we passed the ceiling tonight. I am not saying that maybe we do not need to
2158 add some cushion to that. I do not want to leave here tonight and be stuck with only one of these
2159 two options.

2160 Ms. Kramer stated right.

2161 Ms. Montagna stated you are going to have to adjust it.

2162 Ms. Kramer stated then I would recommend putting at least another \$100,000 or \$150,000 onto
2163 your reserves for next year's budget.

2164 Mr. Leet stated knowing that is our ceiling that we can claw back from.

2165 Ms. Phillips stated I do not think that is enough.

2166 Ms. Kramer stated it will be close.

2167 Mr. Leet stated I will make a motion to the resolution to contribute \$450,000 to reserves. Can
2168 I do that?

2169 Ms. Montagna stated you do not have to amend the resolution. The resolution was just
2170 approving the budget, but you do have to go in and change it. You want to change the reserves to
2171 what?

2172 Mr. Leet stated \$450,000.

2173 Ms. Kramer stated we would have to vote as a Board to change it.

2174 Ms. Montagna stated correct, not the resolution.

2175 Mr. Chokanis asked how much is \$500,000 percentage wise?

2176 Ms. Montagna stated 17.4% increase.

2177 Mr. Chokanis stated let us say the maintenance facility is \$300,000, throwing a ballpark out
2178 there, and then we have the fence at \$100,000.

2179 Mr. Leet stated I would say that the fence has a big question mark on it, where the maintenance
2180 facility, whether it is \$88,000 or \$360,000 or somewhere in between, does not have a question
2181 mark on it.

2182 Ms. Kramer stated that is true. But we do not know yet whether the County is going to let us
2183 take down the fence. We are 90% sure they are going to, but that is iffy, too. Again, we have other
2184 things. We did not think we were going to have to spend this fiscal year \$30,000+ on the splash
2185 pad. We have these emergency things that come up through the year that you do not want to get
2186 so low, and we are pretty low right now, that we cannot deal with those.

2187 Mr. Chokanis stated I think we started fixing all these things: the splash pad, the pool. We are
2188 getting the thing over the playground. Obviously, things pop up, right? But this maintenance
2189 facility is the most important, so we obviously have to tackle that.

2190 Ms. Phillips asked can we ever do a special assessment that does not go into the O&M where
2191 we have a one-time assessment for people?

2192 Mr. Eckert stated you can, but it does not really make financial sense to do that because of the
2193 cost. Usually when you start collecting that directly, you will get people who do not understand it
2194 and do not pay it. Then your remedy is foreclosure.

2195 Ms. Phillips stated my thought was, maybe people would not get so excited or upset if they
2196 were just going to pay \$100 and be done.

2197 Mr. Eckert stated you can make an explanation to them that a big chunk of this is for the
2198 building. However, if you are deferring other things, you do not want to say this is a one-time thing
2199 because you essentially just deferred other stuff to the next year, and they are not going to see a
2200 big drop in their assessments next year because you re doing the stuff you deferred.

2201 Mr. Leet stated we can raise it now and drop it back off, or keep it more steady. We are kicking
2202 the can down the road, but it is less pain right now.

2203 Ms. Kramer stated we have more alleyways coming up.

2204 Ms. Phillips stated just a frame of reference, every \$100,000 that we do is \$50 per house.

2205 Ms. Kramer stated approximately.

2206 Mr. Chokanis stated on average. The other question I have is, when do we have to pay for the
2207 maintenance facility to kick off? Are we going to pay the whole \$300,000 next year if that is what
2208 it costs?

2209 Ms. Montagna stated no, it will be done in increments, the same as most of your other projects.
2210 Once we have the plan and it is firm, and this is what the Board wants to do, there will probably
2211 be an initial deposit, but there will be different stages. There will be sitework, and then you have
2212 the building, and then you have this.

2213 Mr. Chokanis stated you have the contractors you are paying.

2214 Ms. Montagna stated yes.

2215 Ms. Kramer stated I presume it will be done by the end of the next fiscal year.

2216 Ms. Montagna stated definitely, it will take a year, for sure.

2217 Ms. Kramer stated possibly earlier.

2218 Ms. Kassel stated I am looking at the balance sheet, and our general fund reserves are at
2219 \$798,000. So we take out \$647,000, and that leaves us about \$150,000.

2220 Ms. Montagna stated correct.

2221 Ms. Kassel stated but we still have \$467,000 in operating reserves, which we are probably not
2222 going to touch, but we still have \$839,000 in unassigned fund balance in our general fund.

2223 Ms. Kramer stated that is the money to run the budget.

2224 Ms. Montagna stated the first three months of your operating expenses.

2225 Ms. Kassel stated that is what operating reserve is.

2226 Ms. Kramer stated I did a deep dive with Ms. Samantha Smith, and we finally came up with
2227 the fat. I wanted to know what our number is at; I do not want to go over budget; I do not want to
2228 be the one sitting there as Harmony CDD goes into bankruptcy. That number is not there. Yes,
2229 there are operating reserves, but we have to keep rolling that. We always have to keep that.

2230 Ms. Kassel stated I am not suggesting we do anything with it.

2231 Ms. Kramer stated right, but the majority of the \$800,000 is to run the rest of our year's budget
2232 because we do not collect another penny until assessments are collected by the tax collector.

2233 Mr. Chokanis stated I see.

2234 Ms. Montagna stated December you will start getting credited.

2235 Mr. Leet stated it does not come in all at once.

2236 Ms. Kramer stated right, so we have six or eight months we have to get through with that
2237 money. Out of that money, I think she said there is \$180,000. That is how close we are.

2238 Mr. Leet asked \$450,000 would be what, 15%?

2239 Ms. Montagna stated 15.2%.

2240 Mr. Leet stated between that being our ceiling that we can claw back from and the likelihood
2241 that we do not need to fully fund a new fence right now, that we potentially have another \$100,000
2242 that we set aside for invasives that we have a chance of staying ahead of on our own, and showing
2243 good faith to the County and spreading out the cost of building this thinned-down version of a
2244 potential Five Oaks location. I am just leaving that on the table. From everything I have seen, I
2245 think \$450,000 would do that. Only the rainiest of rainy days, if everything else ran against us.

2246 Ms. Kramer stated then we adjust.

2247 Ms. Phillips stated we already put in \$350,000 in reserves, but that did not include the building.

2248 Ms. Kramer stated that is correct.

2249 Ms. Phillips stated so we are looking at increasing that by \$100,000?

2250 Ms. Montagna stated correct.

2251 Mr. Leet stated \$450,000 to leave that option on the table with all these caveats that there are
2252 ways we can stretch it out. Yes, if we have to, defer things that we had in the reserve study. I will
2253 offer Billy's Trail first. It does not compare and it does not fully offset, but this is what we have to
2254 take care of.

2255 Ms. Phillips stated we could say \$450,000 tonight.

2256 Mr. Leet stated that is 15%

2257 Ms. Phillips stated we still have four months, and we could reduce it still.

2258 Mr. Leet stated yes.

2259 Mr. Hamstra stated you have two months to adopt the final budget.

2260

2261 Mr. Leet made a MOTION to amend the proposed budget to add
2262 \$450,000 to reserves instead of \$350,000.

2263 Mr. Chokanis seconded the motion.

2264

2265 Upon VOICE VOTE, with all in favor, unanimous approval was
2266 given to amend the proposed budget to add \$450,000 to reserves
2267 instead of \$350,000.

ii. Billy's Trail Proposal for Trail Work

Mr. Hamstra stated since Mr. Leet volunteered as the sacrificial lamb Billy's Trail, I will not bring up this proposal tonight.

Ms. Montagna stated we will table this proposal.

iii. Alley Paving Project Update

This item having been discussed earlier in the meeting, the next item followed.

C. District Counsel

i. Legislative and Staffing Update

Mr. Eckert stated I have a few things that are included in the agenda and a couple things that are not because they came up recently. First of all, I have talked with you before about the ethics bill that has been rolling around. That did pass. The Governor has signed it, so there will be four hours of ethics training that all Board members are required to attend, starting January 1, 2024. Starting on that date within the next 12-month period, you will have to undergo that four hours. We currently are checking into whether or not the existing training that is there for county commissioners and city council people will qualify for a district Board Supervisor, or whether or not there has to be different information included in your training session. I would say in the fall, we will present you with all the different options you will have and how to get that training. We are looking at whether or not it is something we can do. I know in talking with some city council people, it has been relatively painless for them to do it. Usually it is an online class or something like that. We will keep you posted on that. The sovereign immunity bill has passed, so that is good because it affects your liability insurance rates, although we are hearing property insurance rates are going up significantly at this point in time. Other districts have been told up to 50% for property insurance increases. Ms. Kate John is a colleague of mine from my office. She has a significantly lower billing rate than myself or Mr. Wes Haber. She is on the line, and I have asked her to attend the meeting. You will not be charged for her time, but she has been doing some of the back office stuff for you all, and I intend for her to keep doing that. I think that is one of the things I suggested to the Board for a way to help reduce the fees if she is involved. Mr. Haber is still available if for some reason I cannot be here, and there is somewhat of a complex issue. But we would anticipate Ms. John doing more of the work and Mr. Haber doing less, and I think that will work out for you all.

ii. Straight Line Fencing Contract from 2019

Mr. Eckert stated Ms. Kramer mentioned this earlier. I did look at that contract. There is some language in Exhibit A that makes the contract, because you all are my clients here, ambiguous, at best. I think Mr. Perez has done a good job in working with the contractor, it sounds like, to try to

get a credit and that \$4,000 to \$5,000 ballpark would be a good credit, just based on my review of the contract. That would be a reason why we do not accept proposals with the language that is in there. Otherwise, we might have had a more clearcut case to be able to get the \$8,800 back.

iii. Deed from Enclave Homeowners Association

Mr. Eckert stated I discovered that there was a deed that was from the Enclave HOA to the Harmony CDD that was recorded in February or March of this year for the ponds that are over there, which is Tract K900. That is not consistent with the agreement that went with the plat. It is not consistent with the plat language. The District was never supposed to own that land. I reached out to the attorney who prepared that deed. He acknowledged that it was probably a mistake. He was just doing something his client told him to do. He said he is going to commit to work with us to undo that. Unfortunately, it is not going to be a simple undoing because two things. One, there was a deed. I would argue that it has never been delivered to us because I had never seen it before, and I do not think anyone else has.

Ms. Montagna stated I have never seen it.

Ms. Kassel asked is it signed by the CDD?

Mr. Eckert stated no. You do not have to sign a deed. We have not received it, so it was not delivered, which is a requirement of law, and it was not accepted by the CDD. However, it came across to the CDD in the property records. His first solution is to quit-claim it back from the CDD to the HOA. However, there are two issue I have to look at and make sure he covers. One, anytime you are conveyed property, that merges all your easements rights that you had in that property. So I have to make sure we do not accidentally lose our easement rights, and I do not want to quit-claim back to them without a reservation of those easement rights.

Ms. Kramer asked can we not just void it since it was never delivered to us?

Mr. Eckert stated yes, that is where the direction I think we will head. I am letting him do the work and then he can explain how it will happen. He just needs to make sure that we are not in a worse position than we were before they made this error. So far, they have acknowledged that it is an error. They have not trying to stuff something down our throats or anything like that.

iv. Tracts K400 and K600

Mr. Eckert stated there was a question on Tracts K400 and K600, which are tracts that are anticipated under the plat to go to the CDD. However, your agreement says they only go to the CDD after they have been inspected by the District engineer, and the District engineer does the certification. None of that has occurred. This came up because those tracts are listed on the property appraiser's website as already owned by the CDD. However, I could not find a deed for those. I

2335 have not done a title search, which is what I would have to do to get a definitive opinion. But my
2336 guess as to what is going on is, someone in the property appraiser's office looked at the plat. The
2337 plat says these will be owned by the CDD. They looked at it and just punched it into their records.
2338 We will see if there is anymore cleanup there, but I wanted to let you know that is the other issue
2339 we worked on. I am happy to answer any questions that anybody has. I will ask Ms. John to email
2340 all of you her contact information. If you cannot get a hold of me, you can get a hold of her. I will
2341 have her down to a meeting at some point when it makes sense, maybe your budget meeting would
2342 be the next time I would anticipate coming down here.

2343 **D. District Manager**

2344 **i. Campus Suite Proposal**

2345 Ms. Montagna stated you wanted to leave the proposal in the agenda. If the Board wants to
2346 move forward with it, great. If you do not, that is fine, too.

2347 **ii. Number of Registered Voters – 2,366**

2348 Ms. Montagna stated as of April 15, the District has 2,366 registered voters.

2349 **iii. Proposal to Update Reserve Study**

2350 Ms. Montagna stated as was discussed when they initially proposed, if you wanted to update
2351 the study with any additional assets or anything like that, numbers or anything we come across,
2352 you can do it, and that is the proposal to do it.

2353 Ms. Kramer stated that number I noticed is significantly cheaper, about half of what actually
2354 doing that guaranteed update would cost us.

2355 Ms. Montagna stated correct.

2356 Ms. Kramer stated it would definitely be a better deal than waiting another six months to a year
2357 and having the contractually guaranteed update done.

2358 Ms. Phillips asked what are you talking about?

2359 Ms. Kramer stated the reserve study. I think you have gotten a copy, but I do not know if you
2360 had a chance to look at it. They did it right at the cusp when inflation hit so hard and everything
2361 was skyrocketing. The numbers that came out in that study are really skewed low, which gives us,
2362 then, a low amount to put into our reserves each year, which was \$300,000. What we need to do
2363 is have them come back and update it to the numbers that are today's numbers and go forward
2364 from that. I would recommend we go forward with that. Do you have that number?

2365 Mr. Leet stated \$2,400.

Ms. Phillips made a MOTION to approve the proposal from Florida Reserve Study and Appraisal to update the reserve study, in the amount of \$2,400.

Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the proposal from Florida Reserve Study and Appraisal to update the reserve study, in the amount of \$2,400.

Ms. Phillips stated I will also make a motion to approve the Campus Suite agreement. I think is a real benefit. If we do it for one year and we do not like it, we are not talking big bucks here. I think it will be a great way for our community to give more information to our residents.

Ms. Kramer asked Mr. Leet, can we store our existing site if, in a year?

Mr. Leet stated sure. I promise you a former Supervisor has a copy of everything, as well.

Ms. Montagna stated there is one question Ms. Kramer had about this. In there it says they allow 48 hours, but that is not to post. They post immediately when we send it to them, but they have 48 hours to make it ADA compliant, the actual documents. That is where the 48 hours comes in.

Ms. Phillips stated I have one little question, but it does not affect my motion.

Ms. Phillips made a MOTION to approve the agreement with Innersync Studio d/b/a Campus Suite for website remediation, maintenance, and monitoring, in the amount of \$3,064.80.

Mr. Leet seconded the motion.

Ms. Phillips stated if one of us wanted to put a blurb on there, like the food truck is coming on Friday, do we send it to you first?

Ms. Montagna stated that is right, and then I send it over, and they get it posted.

Mr. Leet stated there has been a page like that, but it is manual to update.

Ms. Phillips stated that will be a change. Things will be announced quickly, and I think that will be really nice.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the agreement with Innersync Studio d/b/a Campus Suite for website remediation, maintenance, and monitoring, in the amount of \$3,064.80.

iv. Report on Code Enforcement Action

This item having been discussed earlier in the meeting, the next order of business followed.

2407

2408 **EIGHTH ORDER OF BUSINESS** **Old Business**

2409 **A. Consideration of Donation of Land from Harmony Florida Land**

2410 Ms. Kassel stated I reached out to South Florida Water Management District and spoke to Ms.
2411 Prather. She informed me, as did the CDD, that those parcels are conservation tracts and would be
2412 subject to the same monitoring and management requirements for invasives. So I reached out to
2413 the owner of the properties that were being offered and said this, and he said he was going to look
2414 into it himself. Apparently, as an owner, he is also obligated. According to Ms. Prather, it is just
2415 that they have tens of thousands of these parcels, so they are not on top of every single one. At this
2416 point, it is at a standstill. What she said to me was, if you can have the current owner mitigate on
2417 the properties and give them to you in good shape and then provide money for monitoring and
2418 maintenance ongoing, then she said that would be a reasonable way to accept the property. I do
2419 not believe the developer has anything like that in mind.

2420 Ms. Montagna stated currently, I am going to leave this as in progress.

2421 Ms. Kassel stated yes.

2422

2423 **NINTH ORDER OF BUSINESS** **Supervisor Requests**

2424 Ms. Kassel stated one request I had made, I think at the meeting before last, that we get
2425 something on our website, maybe on the new Campus Suite hosted website, that shows how we
2426 are obligated to monitor and manage invasives on conservation lands that we own. I want to
2427 propose that that is part of what Campus Suite gets so that there is some kind of documentation
2428 that shows residents, because we have had a vocal few residents say “do not do it, just do not
2429 bother with it.” I would like there to be something that residents can see that we have a legal
2430 obligation, we are required legally to monitor and manage that property.

2431 Mr. Leet stated there is already information on the CDD, the structure and Board members and
2432 everything. Far be it from me to suggest we need to be spending anymore money, but it is
2433 something we were looking at and fell off: the informational signs. They are not something super
2434 expensive, and they kind of dropped off our radar.

2435 Ms. Phillips stated I thought we ordered them. I was thinking of that today.

2436 Ms. Montagna stated you never made a final decision.

2437 Mr. Leet asked do we need a design? Do we need as many as there are?

2438 Ms. Kramer asked what do you want on them?

2439 Ms. Montagna stated it was on four agendas.

2440 Ms. Phillips stated now that we are taking the fence down at the entry, now is the perfect
2441 timing.

2442 Mr. Leet stated that is my next point; we own that tower. We could probably put signs on that,
2443 too.

2444 Ms. Kramer stated that is a request for the next meeting.

2445 Ms. Kassel stated I did inquire of the Harmony Nature and Animal Committee what we wanted
2446 on the trailhead signs on CDD property, so I think that is in progress. Please put it on the agenda
2447 as old business for me to bring verbiage for those signs. They probably will not be expensive.
2448 There will be one for Billy's Trail and one for Butterfly Trail.

2449 Ms. Kramer stated somebody had mentioned the Supervisors pay and the question of it being
2450 available for in-person attendance versus Zoom.

2451 Ms. Montagna asked do you want that on new business?

2452 Ms. Kramer stated yes.

2453 Mr. Eckert asked do you want to know what the legal answer to that is, or what your policy is?

2454 Ms. Kramer stated sure, give me the legal answer.

2455 Mr. Eckert stated the legal answer is that if you attend by phone, at least under the rules that
2456 we have always drafted which you have not adopted, but our legal opinion is if you participate by
2457 Zoom, by phone, or in person, you are entitled to be paid.

2458 Ms. Montagna stated that is currently how they operate.

2459 Mr. Eckert stated that is the legal answer. You all can talk if you want to change it.

2460 Ms. Montagna stated what they talked about before, just to give you a little history, there was
2461 a prior Board where everyone would come but one Supervisor, whether they had jobs, I am not
2462 sure of the history, but he was never here, but he would attend by phone for five or ten minutes,
2463 and then he would have to drop off or something like that, and he was still getting compensation.
2464 That is where it initiated.

2465 Mr. Eckert stated the right to compensation is an individual right under Florida Statute. You
2466 can have a policy for it, but it is not enforceable.

2467 Ms. Kramer stated I would suggest we do not mess with it, then.

2468 Ms. Kassel stated I can go take a walk and be on the meeting on Zoom.

2469 Ms. Montagna stated we need three of you here.

2470 Ms. Kramer stated the next thing I would like to do that I would like to institute as a new thing
2471 is to do a quick recap at the end of the meeting so everybody knows who is doing what. Mr.

2472 Hamstra is going to go ahead and schedule a meeting and meet with the County on the two different
2473 proposals and get their feedback on those. We have the master contract. We are going to do work
2474 authorizations with the splash pad on that.

2475 Mr. Eckert stated those will be prepared by staff and looked at by me if they send them.

2476 Ms. Kramer stated exactly.

2477 Ms. Kassel stated by Ms. John.

2478 Mr. Eckert stated that is fine. I think we set it up so that they can actually fill in the amounts
2479 and she can look at them really quickly.

2480 Mr. Chokanis stated we have the paver company to fix the punchlist.

2481 Ms. Kramer stated yes, Mr. Hamstra is going to work with them to get all the punchlist fixed.

2482 Mr. Chokanis stated we have Benchmark, we gave them \$20,000, and they are going to figure
2483 out where they are at and where they are going to go.

2484 Ms. Kramer stated yes, but staff will do a work authorization for that, also.

2485 Ms. Kassel stated Benchmark is supposed to get with me about planting those donated bulbs.

2486 Ms. Kramer stated right. We are going to get near verbatim minutes for this meeting and the
2487 April 27 meeting, and Ms. Montagna will try different options.

2488 Ms. Montagna stated yes, we will find you a third party to be able to do your minutes.

2489 Ms. Kramer stated or Teams.

2490 Mr. Leet stated or Zoom.

2491 Ms. Montagna stated yes, we can try those options, too. I have never done it, but we can try it.

2492 Mr. Chokanis stated we talked about the fence. We have a September 30 deadline.

2493 Ms. Kramer stated Ms. Montagna will verify and Mr. Hamstra will bring it up in his meeting,
2494 so between the two will verify hopefully we have in writing that we are permitted to take down
2495 the fence.

2496 Ms. Montagna stated yes, that is just a matter of looking.

2497 Ms. Kramer stated right, I just wanted to be sure everyone has it on their list. Ms. Montagna is
2498 going to make sure our public hearing is advertised and the proper documents get to the County.

2499 Mr. Perez stated I got an email from Joe at Straight Line. It is \$3.50 a linear foot to remove
2500 and dispose.

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TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Leet, seconded by Ms. Kassel, with all in favor, the meeting was adjourned at 9:26 p.m.
--

Lynn Hayes
Secretary/Assistant Secretary

Teresa Kramer
Chair/Vice Chair