

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, May 25, 2017, at 6:00 p.m. at Harmony Golf Preserve Clubhouse, 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube (<i>by phone</i>)	Chairman
Ray Walls	Vice Chairman
Bill Bokunic	Assistant Secretary
David Farnsworth	Assistant Secretary
Kerul Kassel	Assistant Secretary

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls (<i>by phone</i>)	Attorney: Young Qualls, P.A.
Rick Mansfield	Davey Commercial Grounds
Ashley Roberts	Davey Commercial Grounds
Amber Sambuca	Harmony Development Company
Gerhard van der Snel	Harmony District Staff
Chuck Walter	Severn Trent Services
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Walls called the meeting to order at 6:00 p.m.

Mr. Walls called the roll and stated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the April 27, 2017, Meeting

Mr. Walls reviewed the minutes and requested any additions, corrections, notations, or deletions.

On MOTION by Ms. Kassel, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to the minutes of the April 27, 2017, meeting.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Landscaping: Davey Tree

i. Monthly Highlight Report

The monthly highlight report is contained in the agenda package and available for public review in the District Office during normal business hours or on the website.

Ms. Kassel asked has there been any movement on Mr. Kent Foreman coming out to look at the trees in H-1 and H-2? These are the trees you recommended doing an excavation.

Ms. Roberts stated no.

Mr. van der Snel stated I met briefly with Mr. Foreman and Ms. Sambuca, and it is pending.

Ms. Sambuca stated Mr. Foreman was out today, and we assessed various parcels. I will share more details during the developer's report.

Ms. Kassel stated this is a couple weeks old, and I wonder where you are with staffing.

Ms. Roberts stated I brought in three temporary employees who are temp-to-hire, so we are up to six crew members on property, seven including me.

ii. Tree Update and Assessment

Ms. Roberts stated I was asked to review and assess various trees on the property. They are mostly resident trees, but they are CDD maintained.

Ms. Kassel stated the CDD has taken responsibility for them. What is the next step? Do we get a proposal?

Mr. van der Snel stated the goal was to make the Board aware of the situation of the trees. A number of residents have complained about the trees. I asked Ms. Roberts to look around and provide an assessment on what she thinks is going on with those trees. That assessment is what she provided in the agenda package. She provided it with Mr. Mansfield.

Ms. Kassel asked is the next step to get a proposal for what needs to be done?

Ms. Roberts stated yes.

Mr. Mansfield stated for your discussion today, the things we found throughout the property were consistent with a lot of other trees that we were not asked to look at. We can do two things. One is to provide a proposal for just these trees. Two, Ms. Roberts and I can go through the whole development and let you know how many other issues you potentially have and include that information in next month's report.

Ms. Kassel stated that sounds like a big number. I think the priority is to address the things that are calling out for attention right now. It is fine to bring things to our attention, but we need to know the costs that would be incurred and the timeline. We also need to know what is proposed to be replaced, including the size, species, and so forth.

Mr. Mansfield stated the case with some of the other trees is, they just started having problems, so those have an easier solution. It is just maintaining the trees appropriately. I understand the residents may be the ones who are maintaining the trees, and they are not all keeping the mulch beds around the tree. The grass is growing up to the tree and has filled in around the tree, which is putting too much moisture into the trunk and causing them to rot. It is as simple as cutting that back and making a small bed on a lot of the trees. With those two things, we can solve a lot of potential dollars by following those recommendations.

Mr. Walls stated I think that is the key. A lot of the trees on this list are 11 or 12 years old. I think the CDD as a matter of policy, from my perspective, has been doing these repairs and replacing the trees. If it is an issue that the tree was planted incorrectly or it still has cages on the roots or other issues, then that is something we can consider handling. If it is an issue where the home owner has not maintained the tree properly and is not doing the right things, that is more of an education issue where we get in contact with those people. The ones I am really concerned with are the ones that are in a state where they will die if we do not act, especially the ones in that state through no fault of the home owner. We have to make that distinction.

Ms. Kassel stated I agree.

Mr. Walls stated your report needs to go that route and explain they are the way they are due to home owner issues or because it was something faulty with the way they were installed.

Ms. Kassel stated one of the things Mr. Mansfield has mentioned is that these trees were planted between the sidewalk and the curb, which is problematic in and of itself. If that is the case, is it prudent to spend money replacing a tree that is going to have another problem in 10 or 12 years? I do not know. Where you are talking about an issue, take a photograph of that so we can see what you are talking about. That would be helpful.

Mr. Berube stated you mentioned the trees planted between the sidewalk and the curb. We have trees that are flourishing and healthy. All our street trees are planted between the sidewalk and the curb. Despite the fact that they grow under the curbs and sidewalks, they are very healthy and show no signs of dying. Planting in that easement, in and of itself, may be somewhat problematic, but it is not the entire cause of the tree problem. I agree that a number of trees in the newer areas are showing stress. It is part of

the learning curve with the new neighborhoods coming online that we are figuring out we have to look at them carefully before we accept the new neighborhoods. Some of this is learned already, but eyes are open for the last remaining neighborhoods.

iii. Annuals

Ms. Kassel stated the annuals look fantastic. I think this particular planting is the best we have ever had.

Mr. Walls stated I agree.

iv. Soccer Field

Mr. Walls stated I have been getting a question from a number of residents about the soccer field and the Green park. What is the prognosis? I noticed there is a good bit of dead material or the grass has not grown back, and there are some weed issues.

Ms. Roberts stated we did an aeration on the soccer field and put down green divot sand. The soccer field is growing back tremendously and is green. It has some weeds that we will address.

Mr. Mansfield stated we delayed application of a herbicide based on the condition of the sod, not from a growth standpoint but from watering with the drought. This coming week since we have had some rain, we will apply the herbicide to address the weeds and will let the rest grow back in.

Mr. Walls asked what is the timeframe for full recovery?

Mr. Mansfield stated probably three to four weeks.

Mr. Berube stated that is for the soccer field. What about neighborhood G? That sod is well beyond weedy.

Ms. Kassel asked are you talking about Blazing Star?

Mr. Berube stated yes.

Ms. Kassel stated that was replaced recently.

Mr. Berube stated it was brand new last year. It is pretty much dead now.

Mr. Mansfield stated I am not aware of that one to be able to answer today, but I will check it out right away.

Ms. Kassel stated that was a replacement of previous sod, which was the expensive recreational sod we installed.

Mr. Berube stated it was Celebration Bermuda, if I remember right.

Mr. Mansfield stated that is correct. We will take a look and report back.

Mr. van der Snel stated we have been keeping an eye out on it.

v. Warranty Items

Mr. Berube asked what is the status of the warranty items? At the last meeting, Ms. Kassel mentioned it would be another couple weeks. Has that been replaced, or is it on hold?

Ms. Kassel stated it is on hold due to the drought. Ms. Roberts said that as soon as the drought starts easing up, she will install some variegated jasmine in place of the swamp ferns that had been installed and died several years ago. We have not had any discussion beyond that.

Ms. Roberts stated we want to install the variegated jasmine first on Cat Brier and then move to the parks we discussed with the loropetalum, bulbine, and things of that nature. I have all the numbers for them and have called the supplier. They have everything for me. They just will not install them during this drought.

Mr. Mansfield stated if we continue with the weather we have now, we will be able to start installing the jasmine.

Ms. Kassel stated it would have been good weather to install it in April or May before it got really hot, but not with the drought.

Mr. Berube stated the temperature will cool down some when it starts raining.

FIFTH ORDER OF BUSINESS

Developer's Report

Ms. Sambuca stated I want to address further a couple of the previous concerns for various neighborhoods that I have spoken about with our team, Mr. van der Snel, and Mr. Berube. In H-2, REW was out today, assessing the areas. They are lined up to do some work, but we are also going to do a couple other things. They will be mobilizing Tuesday next week to bring in materials. Specifically in Hawthorne, they have some tree replacements along Five Oaks. The entry at Milkweed Lane where you expressed the compaction and the problem with the grass and weeds, they are looking at the best options to repair that area. We are bidding that out, as well as in the corner to install additional sod and clean it up. Some options could be to aerate and treat it, which will strengthen the root structure. They are looking at options to improve that area. I will update you further when we decide what to do on Milkweed Lane. Also in Hawthorne, the magnolias near the playground will be installed on Tuesday. Five little gems will be coming in, and they were flagged today. Once those are installed, they will have drips installed with them. Then they will sod the remainder of that portion along the road. That

will be complete next week. In addition to Cherry Hill, they will be adding quite a few trees in that buffer zone now that the drainage has been repaired. You may have seen the gravel drains and other work done by Jr. Davis. REW has been delayed, but they are coming in now to install more trees. While they are here onsite, they will be working at Waterside. We discussed previously about the tree straps and making sure the maintenance on them is adequate so the trees do not have any stress. We checked and evaluated them today, and they will return next week to adjust and loosen the straps and possibly removing some if they are ready. In South Lake in parcel I, the berm has been addressed. You will see the sand. The sod has been distressed for a little while. We will replace the sod there, as well, and patch it accordingly. Once that is done, it will need a bit more maintenance for two to three weeks related to mowing, possibly in different patterns so it can heal. That will take place next week. Mr. Bob Glantz has shared the site maps for parcel M. The Board expressed the need for a playground or some sort of park area. We have that in redesign to carve out a space to install a play structure. Once we have that decided and drawn up, we will share it with the Board. We decided it was a concern that is needed, and we will be adding it.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

Mr. Moyer stated Mr. Steve Boyd communicated with Mr. Berube and with me that he did not have anything for tonight's meeting. We did not see any reason for him to attend.

B. Attorney

i. Consideration of Deed of Dedication from Birchwood Acres Limited Partnership for the O-1 Plat

Mr. Qualls stated this deed of dedication was received the same day as your meeting last month, and the Board requested time to review it.

On MOTION by Ms. Kassel, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to the deed of dedication from Birchwood Acres Limited Partnership for the O-1 plat.

ii. OUC Buyout

Mr. Qualls stated OUC sent a contract that has to run through their processes, but they agreed that the previous buyout payment will be in June. I expect to report at next month's meeting that the buyout you previously authorized has occurred.

Mr. Farnsworth stated the number we last saw was for a buyout in March, and we will have made three payments after that, so the buyout number will be lower.

Mr. Berube stated based on the minutes from last month's meeting, we had approved about \$241,000 for the buyout, and the number from OUC was about \$249,000. That will change a little.

Mr. Farnsworth stated that is not the number that came from Mr. Qualls.

Mr. Qualls stated the number is \$237,585.35.

Mr. Berube stated I saw somewhere \$249,000, which is why I questioned it. If it is less than \$241,000, we are fine. I just wanted to be sure we were less than the number we approved.

Mr. Qualls stated yes.

Mr. Farnsworth stated I have a new set of summary tables based on the feedback that Mr. Qualls got from OUC. These table numbers have all been updated. The one for March was the value that I was aware of when this table was updated, and March agrees with \$241,000 now. The number they provided for their loan #10 that we originally called loan #9 is \$264,066. In other words, the numbers for those two exactly match what was fed through Mr. Qualls. Based on that, the rest of the numbers were updated accordingly. They are all a little higher than the original numbers you saw. They should be closer. What was included in the agenda was for March, which is what I used as a baseline. I took it to July to allow you to consider additional loans to buy out for this year. July is the beginning of the fourth quarter of our fiscal year. The concern earlier in paying off more loans was that we might run over budget. I believe now is the time to seriously consider what other ones we want to buy out. If you plan for it, then Mr. Qualls has June to get everything set up to pay it off in July. If you decide to wait longer, that is fine. This is so you know what you are looking at.

Ms. Kassel asked once we pay off their loan #10 (our loan #9), what is our remaining balance in that line item?

Mr. Berube stated about \$93,000. We put in \$330,000, and we are going to spend \$237,000.

Mr. Farnsworth stated I have a schedule showing as version 1 to consider. The number I have for the buyout of OUC loan #9 is \$241,000, which was the March figure. It is actually \$237,000. The potential loans to add to this year are #2, #3, and #5. Those

are OUC's contract numbers, 1 through 10. We called them loan numbers 1 through 9 because we were not aware they actually had numbers assigned to them.

Mr. Bokunic stated the three of us are not looking at the same thing you have. We are looking at the spreadsheet they provided.

Mr. Farnsworth stated it is the same thing. I just added to it.

Mr. Walls stated I think the math is easy. We have two that equal about \$91,000: loans #3 and #5.

Mr. Farnsworth stated I suggested buying out only #5 this year, which is about \$290,000, to stay under \$330,000. Then in fiscal year 2018, we can buy out #2, #3, and #9 at a total of \$290,000, which is again under \$330,000. In fiscal year 2019, the ones that are left are #4 and #8, which is right at \$330,000. It would be a smooth payoff. You can move one of them back to this year, and that will mean you have a low output unless you decide to go over \$330,000. The Board can decide whatever it wants.

Ms. Kassel stated my preference is always to pay off the loans that have the greatest returns on investment.

Mr. Berube stated now, we are going to have to pay off some with lower returns because that is all the money we have.

Ms. Kassel stated we do not have to.

Mr. Walls stated it is allocated. Why would we not do that?

Mr. Farnsworth stated you will save something. It may not be as much as the newer ones, but you will save something by paying them off.

Mr. Berube stated loans #3 for Town Center and #5 for Drake 1 are about \$91,097. I am in favor of paying off those two in this fiscal year.

Mr. Farnsworth asked what are you thinking of doing next fiscal year? Will you go over \$330,000, or have a very low payment year?

Mr. Walls stated we will decide that when we get there.

Mr. Berube stated yes, we will decide next fiscal year.

Mr. Farnsworth stated I was trying to plan ahead.

Ms. Kassel stated it is too early to say.

<p>On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the OUC street light buyout of loans #3 and #5 for Town Center and Drake 1.</p>

C. Field Manager

i. Facilities Maintenance (*Parks, Pools, Boats, etc.*)

The monthly facilities maintenance report is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

ii. Facilities Usage (*Boats and Others*)

The monthly facilities usage report is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

iii. Facebook Report

The monthly Facebook activities report is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

iv. Pond Report

The pond report is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

v. Repair of Sidewalk on Butterfly Drive

Mr. van der Snel stated I received four estimates. United said they could not do the work since it was outside their scope. They can only do the pouring but not the grading and other work. Another contractor said he was too busy, so he did not respond. One proposal was written in three lines in an email, so I did not consider that as a serious quote. That leaves Florida Site & Seed as the only remaining quote. The other contractors said they could not do it for \$40,000, so I think this is a pretty good number.

Mr. Farnsworth asked do you know anything negative about this contractor? What is their reputation?

Mr. Berube stated he came recommended by Mr. Boyd.

Ms. Kassel asked what was our original number on this part of the proposal?

Mr. Berube stated about \$34,000.

Ms. Kassel stated this is about \$3,800 higher.

Mr. Berube stated yes. Considering it is a couple years later, the price did not rise as much as I thought it might have.

Mr. Walls stated it still does not include the necessary trees.

Ms. Kassel stated that is correct; trees are separate.

Mr. van der Snel stated it also does not include irrigation.

Mr. Berube stated no, irrigation is included.

Mr. van der Snel stated irrigation is priced to connect to existing control valves and timers. That is \$5,700. We are looking at working together with the contractor to have bubblers installed at each of the trees. He is just going to put in the lines and the trenching. Due to the liability, I was not comfortable with our staff doing that.

Mr. Farnsworth stated you will be working with him on that portion.

Mr. van der Snel stated yes. Whenever the trees are installed, we will work with the landscaper to put in the bubblers. He will install the main line.

Ms. Kassel made a MOTION to approve the proposal from Florida Site & Seed for the Butterfly Drive sidewalk in the amount of \$36,796.05.
Mr. Farnsworth seconded the motion.

Mr. Walls stated my previous concern is that we still do not know the exact total of this project. It is beyond what is budgeted in the capital construction fund. I think we need to work those things out before we decide to go ahead and move forward with this.

Ms. Kassel stated we have a proposal for the sidewalk, grading, excavation, sod, and irrigation. We have a proposal for trees. What is missing?

Mr. Walls asked what is the total? I do not know that we came to a conclusion on the trees.

Ms. Kassel stated it is in this month's agenda.

Mr. Walls stated I saw it from Davey. What is the total?

Mr. Berube stated just under \$18,000.

Ms. Kassel stated no, it was \$20,000. The trees have to have a three-inch caliper.

Mr. Berube stated our total cost will be this proposal plus \$20,000 for the trees, which is \$57,000. We will have some time if we want to try and find another tree contractor, which has proven to be difficult. We do not have to use Davey for the trees.

Ms. Kassel stated we received a quote from Girard, who Mr. Moyer suggested, and their quote was considerably higher. Like Mr. Berube said, it is difficult to get proposals. I think we need to move forward. It has been two years that we have been trying to get this done. Even though we do not have all the money in the capital account, we have it in other accounts. We spent the money from the capital account on the playgrounds for two neighborhoods. If we had not, which we were originally not planning to do, if we had

made the developer do that, then we would have had enough money to put in this park in full with the trees and sidewalk.

Mr. Farnsworth stated I do not think there is any point in belaboring this any longer. Let us just do it and get it done.

Ms. Kassel rescinded the previous MOTION and made a MOTION to approve (1) the proposal from Florida Site & Seed for the Butterfly Drive sidewalk in the amount of \$36,796.05 and (2) the proposal from Davey for the three-inch caliper trees in the amount of \$20,545.
Mr. Farnsworth seconded the motion.

Mr. Berube asked do you want to award it to Davey, knowing we can change it?

Mr. Farnsworth stated at this point, let us just get on with this. We have gone around and around with this.

Ms. Kassel stated we need to get it done.

Mr. Walls stated I will vote “no” because of the budget issue.

Upon VOICE VOTE, with all in favor except Mr. Walls, approval was given to approve (1) the proposal from Florida Site & Seed for the Butterfly Drive sidewalk in the amount of \$36,796.05 and (2) the proposal from Davey for the three-inch caliper trees in the amount of \$20,545.

Mr. Berube stated to be clear, I would rather not have the company names included in the motion, but it is fine.

Mr. Bokunic stated in case we want to use another tree supplier.

Mr. Berube stated yes. We can include the dollar amounts but not necessarily the company names. Things have a habit of changing, which has been happening with this project for several years.

Mr. Walls asked are you asking to reconsider the vote?

Mr. Berube stated no, as others have said, let us just move on.

Ms. Kassel stated we can strike the vote and redo it approving the proposal from Florida Site & See and approving a proposal for the trees at a dollar amount.

Mr. Farnsworth stated we are still going around and around about it. We just need to move on.

Ms. Kassel stated that is fine.

vi. Replacement of Shuffleboard Court with Ping Pong Table

Mr. van der Snel stated I worked with youth for 15 years and have done summer camps for many years. There was always a ping pong table available but not the paddles and balls. They always brought those themselves. You cannot have them included because they would have to be attached with a cord or a wire, and that does not work.

Mr. Bokunic stated I am sure they will be used.

Mr. van der Snel stated I just want to have closure on this idea.

Mr. Farnsworth asked will Davey still contribute \$1,000?

Mr. van der Snel stated yes.

Mr. Farnsworth stated then we will be paying just \$700.

Mr. van der Snel stated yes.

Mr. Walls stated when the developer was here at last month's meeting, he mentioned that land is not ours. Are they amenable to this facility?

Mr. van der Snel stated Ms. Sambuca verbally approved us putting a ping pong table there. If they decide to do something else in the future, we can unbolt it and put it in another location. I do not think it will be a problem with them. I already discussed it with Ms. Sambuca, and she did not have any problem with it.

Mr. Walls stated a pad is already there. Is it big enough for this to provide room to play around the table?

Mr. Berube stated yes.

Ms. Kassel stated the shuffleboard court dwarfs the size of this table.

Mr. van der Snel stated I think it would be a great addition.

Ms. Kassel asked what would it cost to replace the net? I can see it being vandalized and needing replacement.

Mr. van der Snel stated it is made of aluminum.

Ms. Kassel stated I see that, but I also see it being prone to vandalism. Someone can bend it or sit on it.

Mr. Farnsworth stated someone can rip it out.

Mr. van der Snel stated I have seen them with wooden parts. It might be \$50 to \$80.

Mr. Bokunic stated we do not know what this company would charge.

Mr. van der Snel stated no.

Mr. Berube stated it cannot be much money, and I cannot believe it would be vandalized that often.

Ms. Kassel stated I am just thinking about that piece of playground equipment, the clear sphere, that cost \$500 to replace. When you say things cannot be very expensive, that was \$500 for a couple pieces of plastic.

Mr. Berube stated Plexiglas.

Mr. van der Snel stated it is a certified piece of playground equipment.

Ms. Kassel stated I understand. So was the sphere.

Mr. van der Snel stated everything has the potential to be vandalized.

Mr. Berube made a MOTION to purchase a ping pong table to replace the damaged shuffleboard court in the amount of \$1,699.99 with Davey paying \$1,000, and the District paying \$699.99.

Mr. Farnsworth seconded the motion.

Mr. Walls stated I do not think it will be used very much, and I think it will be a maintenance issue.

Mr. Bokunic stated I will vote in favor of it.

Ms. Kassel stated we have a number of residents in the audience. I will ask you to show thumbs up or thumbs down on a ping pong table.

Mr. Farnsworth stated everyone is showing thumbs up.

Upon VOICE VOTE, with all in favor, unanimous approval was given to purchase a ping pong table to replace the damaged shuffleboard court in the amount of \$1,699.99 with Davey paying \$1,000, and the District paying \$699.99.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for April 30, 2017

Mr. Moyer reviewed the financial statements, which are included in the agenda package and are available for public review in the District Office during normal business hours.

Mr. Moyer stated through seven months of our fiscal year, we are 98% collected on our non-ad valorem assessments, which is essentially where we are every year at this time. The remainder will come in after tax certificate sales take place in June. On the expenditure side, we are \$133,000 under budget at this point. We are showing pretty strong through the first seven months of the fiscal year.

B. Invoice Approval #205, Check Register, and Debit Invoices

Mr. Moyer reviewed the invoices, check register, and debit invoices, which are included in the agenda package and are available for public review in the District Office during normal business hours or on the website, and requested approval.

On MOTION by Ms. Kassel, seconded by Mr. Bokunic, with all in favor, unanimous approval was given to invoice approval #205, check register, and debit invoices, as presented.

C. Report on Number of Registered Voters – 1,265

Mr. Moyer stated this is for your information. We are required pursuant to Chapter 190, Florida Statutes, to annually enter into the public record the number of registered voters. As of April 15, 2017, we have 1,265 registered voters. That was important in the early years of the District when we had to monitor when we crossed 250 registered voters and were six years old. At that point, we switched from having landowner elections to registered voter elections for Supervisors. We transitioned eight years ago, so this really does not have any importance to us but is just information.

D. Distribution of Proposed Budget for Fiscal Year 2018 and Consideration of Resolution 2017-03 Approving the Proposed Budget and Setting a Public Hearing Thereon

Mr. Moyer read Resolution 2017-03 into the record by title.

Mr. Moyer stated we are starting the budget process at this meeting. The budget is in very similar form to what it has been in the past. Traditionally, the Board has scheduled a workshop between now and the budget hearing to review each line item. I think that has proved invaluable to staff in bringing forth the budget. It has been pretty well vetted in the past. I differentiate “approve” from “adopt.” You are approving it to start a process, but you will not adopt it until the public hearing, which is proposed to be Thursday, August 31, 2017.

On MOTION by Ms. Kassel, seconded by Mr. Berube, with all in favor, unanimous approval was given to Resolution 2017-03 approving the proposed budget for fiscal year 2018 and setting a public hearing for Thursday, August 31, 2017, at 6:00 p.m.

Mr. Walls stated we need to schedule the budget workshop.

After a brief discussion, the Board scheduled the budget workshop for Thursday, June 29, 2017, at 4:00 p.m.

E. District Manager

Mr. Moyer stated I believe the Board members received an email indicating that Mr. Walter will be joining the team. I am planning to scale back a little and do some traveling. We need someone who is qualified to assist the Board and manage the District. Mr. Walter has an impressive background with the South Florida Water Management District and is familiar with special-purpose districts. I think he brings a lot to the table. I will still be here. There is no real hurry that I do anything, so I will be with you for a while. Ultimately, we will transition so that Mr. Walter will be here more than I will be.

Mr. Walter stated I look forward to working with you.

Mr. Berube stated Mr. Moyer is an independent contractor representing Severn Trent, and Mr. Walter is a Severn Trent employee.

Mr. Moyer stated that is correct.

Mr. Berube stated the back-office staff will stay with us for the indefinite future, meaning Ms. Rosemary Tschinkel and Ms. Brenda Burgess.

Mr. Moyer stated that is correct.

Mr. Walls stated welcome to Mr. Walter.

Mr. Berube stated at some point, there will be a resolution honoring Mr. Moyer. Let us know in advance so we can take care of that.

Mr. Moyer stated I will.

EIGHTH ORDER OF BUSINESS

Topical Subject Discussion

There being nothing to discuss, the next order of business followed.

NINTH ORDER OF BUSINESS

Supervisor Requests

Mr. Allen Santacruz stated I have lived here 10 years, and Harmony is a good place to live. I have had some issues with Mr. van der Snel and also Mr. Mike Scarborough. It came to my attention through a letter that I was to pay for an incident that happened. I took it to Mr. Moyer. I acknowledged the fact that I wanted to find out what was happening, to no avail. I did not get any communication coming from him.

Mr. Moyer stated my staff talked with you on several occasions and advised that you would have to come to the Board to address your complaint.

Mr. Santacruz stated I wanted to speak with Mr. Moyer directly.

Mr. Walls asked what is your complaint?

Mr. Santacruz stated I use the boats often. Usually, I go on my own when I make the reservation. That day, I went with a couple home owners from Harmony. We all went together. Mr. Scarborough was the dockmaster that day. When we had this issue, he was never there to present the boat or to greet us as the dockmaster. I called Mr. van der Snel that morning, and he did not answer the phone.

Mr. Farnsworth asked are you saying you took out a boat without a dockmaster there?

Mr. Santacruz stated no, Mr. Scarborough texted me and said to take out the boat. This is a common practice from what I understand. I have not met this person. He left the door open. I took out a boat. The one I was supposed to take out, I did not know how to turn on properly because they disconnected it differently. On top of that, we did not know. I could not get hold of anyone at that moment, but then Mr. Scarborough called me and said to take the next boat. I took the bass boat because he offered it. Ninety minutes later, he came to the dock because we were not happy with that boat. It was not the boat I reserved. I wanted the red suntracker boat. I came back, so we got the suntracker with no issue. At 12:00 noon, we were supposed to return the boat, and I made sure we dropped it off at that time. No one was there to greet us. The boat had no issues when we left it or when we came back. I know cameras are there, and I encourage you to look at the cameras. If you are not aware, if a boat has a problem, you will be penalized. I encourage you to look at the camera footage because we drove the boat in with no issue. I brought the individuals to the meeting who were on the boat. One gentleman was fishing on the side of the boat and saw we had no issues when we returned with the boat. More importantly, it is discouraging because my fifth-grade daughter who attends school with Mr. Scarborough's fifth-grade daughter came to me after this issue to say that Mr. Scarborough told his daughter that he does not like me. I have never had any dealings with Mr. Scarborough or Mr. van der Snel. Anyone who knows me personally knows that I am a good, hardworking man. I do not have any issues with anyone. I am here to support the community. When there was a fire behind the school, I helped put out the fire. I am telling you what was done was not fair.

Mr. Walls asked what resolution are you looking for?

Mr. Santacruz stated the letter said I caused this damage, but I never did it. If I did something, I would absolutely pay for it. I am responsible and have never had an issue

with anything that was going on. I brought witnesses to prove that I am not responsible for those damages. I just want to use the fishing boat that I have used for the past 10 years without issue.

Mr. Farnsworth stated you agree that you used the suntracker boat.

Mr. Santacruz stated yes.

Mr. Farnsworth stated you took it out and brought it back under some condition. When was this damage discovered with the fishing line wrapped around the propeller?

Mr. van der Snel stated after Mr. Scarborough came back to the dock. It is common procedure that the resident call the dockmaster 15 minutes in advance before he comes back. Mr. Santacruz did not do that. He came back to the dock on his own. He did not call the dockmaster, so the dockmaster was not aware he should have been there. Also, there is no possible way anyone could take a boat out without the dockmaster being present. All the boats have keys except for the bass boat, so he cannot take out a boat without a key, which are kept locked.

Mr. Farnsworth stated Mr. Scarborough had to be at the dock at the time you took the boat out to begin with. He may not have been there when you returned, but he was there when you took it out. As far as you or Mr. Scarborough knows, no fishing line was wrapped around the propeller at that time.

Mr. van der Snel stated no, the suntracker was just recently refurbished for \$1,700. It had just gotten back into operation.

Mr. Farnsworth stated no one touched the boat between Mr. Santacruz bringing it back and Mr. Scarborough inspecting it.

Mr. van der Snel stated that is correct.

Mr. Farnsworth stated then I do not know what conclusion we can possibly draw, other than the damage occurred while Mr. Santacruz had the boat. I am trying to, but I do not know what conclusion I can draw other than that.

Mr. Santacruz stated it is simple. We were all there, and we had no issues with the boat. We checked the boat before we left. No one was there to greet us. We did call 15 minutes before returning. I brought witnesses who are home owners and were with me. It is discouraging that Mr. Scarborough would say something like that. We did exactly what was supposed to be done. I did not do those damages.

Mr. Farnsworth stated you are aware of the damage that was found, shown by a slide on the screen. Looking at that, it is rather obvious that the motor would probably still drive the boat, but it was still damaged. Once before, we addressed an issue with boat damage, and we let someone off the hook. I was not happy with that decision. That is one of the reasons why now, I am adamant that if you caused damage, we want it paid for.

Mr. Santacruz stated I would be the first one to say that. Let us keep to the facts. The dockmaster was not present. He should have been there and should have done the inspection.

Mr. Walls stated we have heard the details you shared. My issue is, some of our employees told us something happened. All I can do is believe our employees. They are there. I take out the boats all the time. I know how the process works. How Mr. van der Snel described it is exactly how they handle it when I take out a boat. The fact that Mr. Scarborough found this and documented it with pictures right after Mr. Santacruz came back with the boat, I do not know what other conclusion we are supposed to draw. If a bobber was on the side of the propeller, I do not know what other conclusion we are supposed to draw other than the boat was okay when you took it out, and it had issues when you brought it back. That is the risk we all take when we take out the boats.

Mr. Farnsworth stated the disconnect is, the dockmaster was not there at the instant they returned the boat to inspect at that point in time.

Ms. Kassel stated even if he was, by the time they left, you would not have gotten to the point where he was inspecting this particular part of the boat.

Mr. Berube stated that is right.

Mr. Walls stated part of that, too, is on us, as residents. When I rent a car and I return it to the rental car company, I make sure they walk around the car and check it out before I give it back to them. I did not do that one time, and they told me I caused damage to it. I did not think I did, but there is no way to prove it one way or the other. The issue is, the next time you need to wait for the dockmaster.

Mr. Berube stated yes.

Mr. Santacruz stated he was not there at any moment.

Mr. Walls stated the responsibility is on the home owner who takes out the boat to make sure someone is there. If they are not, wait until they get there.

Mr. Santacruz stated I also tried to contact Mr. van der Snel, to no avail either.

Mr. Walls stated we can look at phone records, also.

Mr. Santacruz stated I encourage you to do that, as well as look at the cameras.

Mr. Walls stated I do not think there is any reason to belabor this. For me, you took the boat out and it was okay. We have pictures of what it looked like when it came back. Knowing the character of our employees, I do not think they have any reason to lie or make things up. I cannot change my decision on this.

Mr. Santacruz stated keep in mind, one of your employees told his own daughter that he did not like me.

Mr. Walls stated we are not bringing people's kids into this. We are done with that.

Mr. Farnsworth stated that is independent of this issue.

Mr. Santacruz stated I did not do the damage, and I am not liable for it. How am I responsible?

Mr. Walls stated we have heard enough.

Mr. Farnsworth stated I do not know how we can do other than what the policy requires us to do.

Mr. Berube stated you cannot.

Mr. Bokunic stated I will play devil's advocate. We let someone else off the hook. The amount of this is about \$250. Someone is being called a liar.

Mr. Berube stated no. It is an explanation of facts. It is not a criminal case. This is a civil issue. You have to look at the credibility of both sides. I am not calling anyone a liar.

Mr. Bokunic stated there is only one truth, though.

Mr. Berube stated yes. We have pictures of the damage. It is up to the person who takes out the boat to be sure it is in good condition when it comes back. The policy is, you are there with the dockmaster when you leave, and you are there with the dockmaster when it comes back for just this reason. If you circumvent that policy, it is on you. We already made the decision a month ago. We heard an explanation from the home owner. I do not see anything to change my opinion at this point.

Mr. Farnsworth stated that is where it has to stay.

Ms. Kassel stated the only thing that would change my opinion is if I saw a phone record that showed Mr. Santacruz called Mr. Scarborough numerous times at the time he said he was coming back.

Mr. Bokunic stated he said he also had a text.

Mr. Santacruz stated yes, and I am willing to share that with you as soon as possible. He was not there, and that is his job. The liability lies on that. I have no issues. The only reason I am doing this is because if you are not guilty, you need to go for what is right. Justice needs to be served.

Mr. Walls stated I will ask Mr. van der Snel to check our phone records from Sprint. We receive scanned copies of those records. If we find anything that supports Mr. Santacruz's case, I will be the first to vote to change that. Until that point, we have to go with the facts that we have. I understand Mr. Santacruz came here and presented a different story, but anyone can say anything. I am not calling you a liar; that is just the way it works.

Ms. Kassel stated we have documentation and photographs.

Mr. Santacruz stated I brought witnesses who were with me, and I would not think they would lie.

Mr. Walls stated we will look at the phone records and speak with Mr. Scarborough again to ask if there are any inconsistencies in those records.

Mr. Berube stated we will need Mr. Santacruz's phone number so we can look at the phone records. Those records are not identified by name but by phone numbers.

Mr. Santacruz stated I need to have my phone number when I reserve the boat.

Mr. Walls stated then we have his number.

Mr. Bokunic stated I want to address something. Going to an employee's house is not something you should do. We will ask you not to do that in the future, especially in the heat of the moment.

Mr. Santacruz stated that is frustrating, too. I spoke with Mr. Bill Kouwenhoven when it happened and also today. He was the one who encouraged me to go to Mr. Berube's house and Mr. van der Snel's house to talk with them. I said I felt discouraged from doing that because they might take it in a certain way. I went to his house. I hope he is a man of his word. I was not aggressive and I even stated that to him.

Mr. Walls stated we do not need the details, but I think you understand the point. Our staff are trying to do a job. They do not bring anything personal into it, because it is not. Mr. Kouwenhoven was wrong to suggest that.

Ms. Kassel stated I agree.

Mr. Berube stated he has nothing to do with the District.

Ms. Kassel stated he is HOA only.

Mr. Santacruz stated I think the first error was not giving me a chance to have my voice heard. You ruled on this a month ago.

Ms. Kassel stated you were not here.

Mr. Walls stated this conversation is over. We will try to do our best to look into it.

Mr. Farnsworth stated the engineer suggested a fall graphic update, so we will review it in August. Some of our graphics are outdated, and they need to be brought current. Mr. Boyd is aware of that. Once we get the street lights paid off, I would like to start setting money aside for a building fund. It makes sense to do. If we have an area that the developer turns over to us and we have building funds set aside, then maybe we can put in a facility they failed to give us.

Mr. Bokunic stated it is not reactive; it is proactive.

Mr. Farnsworth stated yes.

Mr. Walls stated it depends on what you are building.

TENTH ORDER OF BUSINESS

Adjournment

- The next workshop is scheduled for Thursday, June 29, 2017, at 4:00 p.m.
- The next meeting is scheduled for Thursday, June 29, 2017, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. Bokunic, with all in favor, the meeting was adjourned at 7:05 p.m.
--

Gary L. Moyer, Secretary

Steve Berube, Chairman