

# MINUTES OF MEETING

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, June 29, 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	Chairman
Bill Bokunic	Assistant Secretary
David Farnsworth	Assistant Secretary
Kerul Kassel	Assistant Secretary

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young Qualls, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Rick Mansfield	Davey Commercial Grounds
Ashley Roberts	Davey Commercial Grounds
Gerhard van der Snel	Harmony District Staff
Chuck Walter	Severn Trent Services
Residents and Members of the Public	

### FIRST ORDER OF BUSINESS

### Call to Order and Roll Call

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

Mr. Berube 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 May 25, 2017, Meeting

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

Ms. Kassel and Mr. Farnsworth provided minor corrections to the minutes via email.

On MOTION by Ms. Kassel, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to the minutes of the May 25, 2017, meeting, as amended.
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### 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.

**ii. Annuals**

Mr. Berube stated we discussed the annuals today. As Board members have noticed, the annuals planted at the roundabouts are some of the nicest we have ever had. Some are getting a little ratty in the front, but the bigger ones in the back look good. Some of them will be removed, but some will stay because they are perennials, the salvia. We have 1,600 other annuals that are scheduled to arrive next week.

Ms. Roberts stated the week of July 10.

Mr. Berube stated it seems a shame to pull out all the annuals that will easily make the next cycle. Ms. Roberts and I had a conversation today that I want to relay to the Board.

Ms. Roberts stated I was going to replace all the begonias at the entrances, so the entrances will be redone as well as the square. We will pull out various annuals within the roundabouts that did not survive. We might redesign them a little in the front. Whatever is left over, we will locate them in beds. I was thinking, more or less, of Lakeshore Park since it is a high-traffic area. We could maybe make a small annual bed for what is left from the 1,600 that we will not use.

Mr. Berube stated we are going to save the annuals that still look good, which makes sense. Only so many can be installed in one place, so Ms. Roberts is going to find new areas for the remaining annuals.

Ms. Kassel stated she will not replace everything since she is talking about retaining the annuals that still look good.

Ms. Roberts stated yes, in the roundabouts. We will replace everything at the entrances.

Mr. Berube stated they are just letting us know, if anyone has an idea where they might want annuals. I think the area around the splash pad might work since it has a lot of brown areas. We have a number of plain, brown mulched areas.

Ms. Kassel stated right around the splash pad is a “bull doze” zone. I do not know if you are talking about right around the splash pad or somewhere near it.

Ms. Roberts stated somewhere within Lakeshore Park. There are a lot of bare areas in front of the restrooms and other areas.

Ms. Kassel stated that is fine. I would suggest avoiding areas that are likely to get walked over by people.

**iii. Turf**

Mr. Berube stated I saw a note that a truckload of St. Augustine is to be replaced.

Ms. Roberts stated yes.

Mr. Berube stated we are going to wait until it is able to be mowed. Can it be mowed now?

Ms. Roberts stated no, it is still too wet.

Mr. Berube stated one of the questions that will come up is where it will be installed when it arrives. I think it is pretty obvious, driving up and down Cat Brier and some of the small pocket parks, some areas need to be replaced. It is discretionary. Ms. Roberts does a good job of picking out the bad areas and trimming things up. It is 8,000 square feet of sod. We are giving her wide discretion because she has done well so far. Regarding the Bermuda at Lakeshore Park and Blazing Star Park, I agree that it is green, but that is about all it is. I did not measure the square footage, but it is probably less than 50% Bermuda, which is what is supposed to be there, and the rest is a mix of various kinds of grasses. I know we have received comments about this, such as it is dormant, it will be sprayed, it has weeds, or we have not gotten any rain. Now we have had rain and it has all been sprayed, but both areas still look pretty bad.

Ms. Roberts stated we also did a second application that I mentioned to the Board. I took Mr. Mansfield to those areas, as well Mr. Mark Svozil. They can speak more on those areas. I did what I was instructed to do, which was apply a second application and was done.

Mr. Berube asked in your opinion, not speaking for your company, does it look like something Davey should be proud of?

Ms. Roberts stated no.

Mr. Berube stated Mr. Farnsworth had some concerns about these two areas and took some pictures. The reality is, both fields are largely green, but they are green because of many other things besides Bermuda growing on the surfaces. They look rather bad. Mr. Svozil said he did not want to replace them. We have been waiting for the dormancy to go by and the rain to start as well as spray for weeds. These two fields look terrible. What should we do?

Mr. Mansfield stated I will walk it with Bill, and I will also bring in Dr. Ahmed Ali to walk it the early part of this coming week. I will send an email with what they say. If it cannot be done, I will deal with it there.

**iv. Soil Samples**

Mr. Berube stated I received an email late today from Mr. Mansfield regarding soil samples at the dog park. Two other areas were included. Is that another sampling?

Ms. Roberts stated that is another location, not Harmony.

Mr. Berube stated we are talking about just the dog park soil samples, which is the area out front, basically the curve around where the driftwood is. They recommend we spray it with lime or phosphorus.

Ms. Roberts stated I do not remember the exact treatment, but a treatment was suggested with regular aeration because it has a high pH.

Mr. Berube asked can you handle both those things in your timeframe? I know you are busy trying to stay ahead of everything that is growing and the rest of what is going on. Would that treatment be done by Signature Sod?

Ms. Roberts stated yes. It is just a matter of scheduling it with Signature Sod.

Mr. Berube asked will they also do the aeration?

Ms. Roberts stated yes.

Mr. Berube asked how much will it cost, \$200?

Ms. Roberts stated I would have to call him for a price, which I can forward to Mr. Berube by email.

Mr. Berube stated for the benefit of those who are not aware, an area in front of the dog park along Cat Brier at the southeast corner has been replaced three times in the past five years. The result is not due to water or mowing or anything else. Since the sod kept dying, someone decided it needed a soil sample. The results were that it needs some chemical application and some aeration, which should be a small amount of money.

Ms. Kassel stated that is fine; it is included in the budget anyway.

**v. Trees**

Ms. Roberts stated I received an email about the two trees that needed to be sprayed. I called about the schedule, and he will get back with me. If I schedule the other work, that should be enough to bring him here faster.

Mr. Berube stated these are two trees on Cupseed.

**vi. Contract Term**

Mr. Farnsworth asked will you be with us through July 31?

Ms. Roberts stated yes.

Mr. Berube stated we have several things to sort through, but that is the target. Did you get a sense from the proposers to the RFP that they would be ready to start on August 1? Or did we not ask them that question yet?

Mr. Moyer stated August 1 was the start date in the RFP.

Mr. Berube stated some of them could not count 14 months, and some could not add columns of numbers. Do they know August 1 is a good target date?

Mr. Moyer stated we will ask.

Mr. Mansfield stated as you look to bring in a new contractor, we have been putting a lot of applications on the trees in the square. We continuously have our tree crews come out to take care of them and to apply Arbor Green. I want to be sure you know that, since that activity has been what has kept them alive. Those are beautiful trees. You can always put sod down, but putting in a tree like that is different.

Mr. Berube stated we will keep track of that with the new contractor. I am concerned with the amount of work that has to be done on the property, and Ms. Roberts is working hard. We realize you are limited on staff, but we are asking for the effort.

Mr. Mansfield stated the staff is fine, but this week, she has had some major issues with equipment. We have new equipment but still have major issues. I will try to get something from another project so she can finish up.

Ms. Kassel stated for the benefit of residents, we solicited proposals for a new landscape contractor soon after we negotiated the contract with Davey. For the record, Davey might want to say something as to why you terminated the contract.

Mr. Mansfield stated there were a lot of issues with communication and a lot of items where we had to put a lot of money into the property. Ultimately, everything together, not one thing, led to the decision not to continue the contract. We appreciate the opportunity, but it is not in Davey's best interest to continue.

**FIFTH ORDER OF BUSINESS**

**Developer's Report**

There being no report, the next order of business followed.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Engineer**

**i. Access to the Rear of 7404 Indiagrass Road**

Mr. Boyd stated I reviewed this request, and we have no objections to granting the access request.

Mr. Moyer stated Mr. Don Whyte came to the Board to install a pool. When they surveyed after the pool was installed, it is now encroaching six inches onto District property. The request is to permit the pool to encroach in our easement by six inches.

Mr. Farnsworth asked they installed the pool over the boundary?

Mr. Moyer stated yes.

Mr. Farnsworth stated they could not read the surveyor's plan.

Mr. Berube stated it seems we have an engineering issue and perhaps a legal issue.

Mr. Qualls stated I reviewed the documents. Legally, this is something the District may do and is lawful. My recommendation to the manager was to work with the engineer and ask if this encroachment would interfere at all with the District's ability to maintain the infrastructure.

Mr. Boyd stated it does not. The purpose of that tract – not an easement – is to provide District-owned property between the back of the lots and the golf course. It can be used by the District to access the wetlands to the east, but in my opinion, there is no engineering or physical problem this presents to the District. I do not know if it requires an easement to be granted to the home owner. But other than that, I do not see any engineering problems.

Ms. Kassel asked how was this brought to your attention?

Mr. Moyer stated Mr. Whyte requested it, and somehow in the processing, the information did not make it into the agenda package.

Ms. Kassel asked Mr. Whyte requested an easement?

Mr. Moyer stated yes.

Mr. Farnsworth stated the original request was September 2016. Has he requested something new?

Mr. Berube stated this is different. He requested access through our tract in 2016 to come in from Cat Brier to build the pool. Now the work is complete, and they found out the pool extends six inches into the District's tract.

Mr. Boyd stated if the owner has prepared a sketch and description, we can use that as the basis of an easement.

Mr. Berube stated we are talking about an easement, but realistically, we would be giving away property we cannot use anyway.

Mr. Qualls stated if the District owns this tract, then you would give him an easement on top of your land, but the underlying ownership would not change.

Mr. Berube stated it is unusable for District purposes because it now has a pool there.

Mr. Moyer stated that is correct.

Mr. Berube stated in effect, we are giving him that land.

Ms. Kassel asked can we require him to pay any legal fees associated with preparation of the easement?

Mr. Moyer stated yes.

Mr. Qualls stated I think that is what the engineer recommended.

Mr. Berube asked should he also pay a price for the land, as well? If we set a precedent of giving him six inches of land times 50 feet, he receives some benefit of that at no cost. What will stop the owners on either side of him or any of the other landowners from taking six inches of District property for free and saying we gave it to one resident who made a mistake? We might have a couple fences that are encroaching in neighborhood F that we will bring up at some point. It is the same principle: someone made a mistake, so someone needs to pay.

Mr. Moyer stated that is the direction we are seeking from the Board. We can certainly determine a value.

Mr. Berube stated I do not think we have ever had this issue before. I am not saying it is a large amount of money.

Mr. Farnsworth stated yes, two houses down had a fence problem, and we forced that issue.

Ms. Kassel stated we forced them to move it at their cost.

Mr. Berube stated yes, their choice was to move it or pay something. This is different; this is a pool, which is not easily moved. And it will be there forever.

Mr. Farnsworth stated if it is part of the concrete pad, it can potentially be sliced. I do not know what portion of the pool it is.

Mr. Bokunic stated in 20 years, it will be theirs.

Ms. Kassel stated no, if we grant them an easement, they do not own the property in 20 years.

Mr. Boyd stated it is still a problem for him personally when he goes to sell the house.

Ms. Kassel stated yes. I suggest we make him pay for any fees for our engineer and attorney as well as any associated fees with granting him an easement, which may amount to several thousand dollars.

Mr. Berube stated when he tries to sell the house, now there is an easement tied to the deed of that house, which could be a problem for him in the future. It would be better to buy the land. Then he would have clear title. We do not care much about easements on our property. We have hundreds of them, and we are never going to sell the land. At some point, he will sell the house.

Ms. Kassel asked what is involved in changing ownership?

Mr. Boyd stated it would have to go to the County to change the tract boundary. In a case like this, I am not sure how the County would respond. In a complicated case, you would have to replat the property, but I do not think this requires a replat. A new sketch and description of the lot the house is on and the CDD tract would probably be required by the County.

Mr. Qualls stated legally, you need to have it in writing.

Mr. Berube stated the good news is, he told us about it for whatever reason. He has been forthright. I suggest staff look into this further. Nothing will change before next month.

Mr. Boyd stated I need to look at it in person, but I think this is six inches of his pool deck. I do not know if it is screened in or not.

Mr. Berube stated it probably is. The picture looks like it is screened.

Mr. Boyd stated if it is screened, that is a problem. I do not think the picture is current. I believe it is the third house.

Ms. Kassel stated in the other picture, a pool has been drawn in.

Mr. Farnsworth stated the picture on the screen is from the September 2016 approval, which was sketched to show where access was needed where the pool was going to go.

Mr. Berube stated staff will look into the best way to handle this. We have never dealt with this before.

Mr. Qualls stated we will bring back the options, and the Board can make a policy decision.

Mr. Berube stated Mr. Whyte is going to pay all these costs. He may not have done it so he must have a contractor that is liable for this.

Mr. Farnsworth stated the contractor messed up badly.

**B. Attorney**

**i. Approval of Butterfly Drive Sidewalk/Park Project Agreement**

Mr. Qualls stated I provided the hand-written comments from Florida Site & Seed to the agreement. The substantive thing the contractor wanted to change was the liquidated damages provision. The District's proposed contract to the contractor had a provision for 10% liquidated damages. They claimed it was unreasonable. We would not have advised putting it in the contract if it was not substantiated by law, and there is case law that says 10% or less is reasonable. However, it is more industry standard based on the cases we reviewed to have a daily rate, which is what the contractor proposed. The clean version shows how we changed the liquidated damages provision. We made two basic changes. One, they said it should not count against them when there is severe rainfall and they are trying to lay concrete. Two, they asked for a daily rate. We asked what daily rate they proposed, and they suggested \$100. The only other change was technical, to include the remaining notes from the proposal into the contract, which we did.

Ms. Kassel stated also the number of days. It was 75 or 78 that went to 90 days.

Mr. Qualls stated yes.

Mr. Berube stated as we discussed a couple years ago, the reason we included liquidated damages and a definite end date was because of anticipated slow work. It was more to put them on notice that you cannot take three years to do this project. I am fine changing the number of days to 90. When you get into weather delays, they will always have an argument. If it starts raining at 4:30 p.m., they will say they cannot work that day. I am fine with the changes made by legal counsel. I imagine that if Mr. Qualls put the language in the agreement, he approves of the changes.

Mr. Qualls stated it is reasonable.

On MOTION by Ms. Kassel, seconded by Mr. Berube, with all in favor, unanimous approval was given to the agreement with Florida Site & Seed for concrete services, as presented.
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Ms. Kassel stated I think we already approved this anyway.

Mr. Qualls stated you are approving the final version with tweaks to liquidated damages.

Mr. Berube stated yes, it was approval pending the final contract.

**ii. OUC Buyout**

Mr. Qualls stated we reached out to OUC for buyout of Drake and Town Center street light contracts. I asked them to provide the proposed contracts, which we have done. The ball is now in OUC's court. We put August 1, but it will probably be September 1.

Mr. Farnsworth asked will the three laid out for this year be paid out in the June/July timeframe?

Mr. Qualls stated we said the last payment would be July 31.

Mr. Farnsworth asked rather than July 1?

Mr. Qualls stated we actually said August 1 is the last payment. It is all guesswork since it is up to OUC now. He has to take it and run it through their legal department, even though we submitted the same document with the same information.

Mr. Farnsworth asked is this all three, or just the last two?

Mr. Qualls stated the last two the Board approved. The other was done already, and payment has been received. We confirmed that as well.

Mr. Berube stated it has to go to the building department to make sure they approve it. Then they have to take it off and get a new monthly number approved. It includes a lot of paperwork.

**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.

Ms. Kassel stated the report said you trimmed trees in the inside corridor and removed suckers on sycamore trees. Why is our field services staff doing that work?

Mr. van der Snel stated I spent a couple hours to remove low-hanging branches that were hanging over the sidewalks that prevented anyone from walking under or you would hit your head.

Ms. Kassel asked is that the obligation of our landscape contractor?

Mr. Berube stated no, not for the interior streets.

Mr. van der Snel stated it is up to the home owner. I trimmed some trees on Bracken Fern.

Ms. Kassel stated this would normally come under a tree-trimming contract and will have to be separate in the future.

Mr. Berube stated yes.

Mr. van der Snel stated this was an emergency trimming.

Mr. Berube stated the interior streets, or inside corridors, are not done under Davey's regular maintenance contract. Mr. van der Snel bought poles so when people complain the branches are too low, our staff can trim them.

Ms. Kassel stated this question pertains to the invoice summary for a pet waste can at \$120. What was that?

Mr. van der Snel stated it is a bin for the doggie pot stations. One was bad and rusted through, so we replaced it. They are expensive.

Ms. Kassel stated the whole thing is really expensive. That makes up most of it with a pole, the bin, and a dispenser.

Mr. van der Snel stated the whole thing costs \$230.

Mr. Farnsworth asked what fence are you painting?

Mr. van der Snel stated at the Swim Club pool on the right side where you come. The paint is coming off underneath the aluminum fence. It is an ongoing project that Mr. Shawn Wooldridge is doing.

Ms. Kassel stated the last time I went kayaking was about a month ago. A number of the kayaks looked like they needed refurbishment. I said something to Mr. Mike Scarborough at the time, but I do not know if he mentioned it to Mr. van der Snel. For example, the elastic or nylon straps and seats looked like they needed a little attention.

Mr. van der Snel stated I will take care of it.

**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.

Mr. Farnsworth asked what happened with the record on May 17 that shows a blank name for a boat reservation?

Mr. van der Snel stated sometimes when a resident wants to take out a boat that afternoon and I am in my office and know they have a deposit on file, I put in "null." That is how the system shows it, as a blank line for the name.

Mr. Farnsworth stated two other entries show the number of passengers is a very large negative number.

Mr. van der Snel stated I do not know how that happens.

Ms. Kassel stated it could be something with the programming.

Mr. van der Snel stated one was a cancelation.

Mr. Berube stated Mr. van der Snel mentioned today that he is having certain problems with his laptop, so we need to play on buying a new one.

Ms. Kassel stated that is from the application, not the laptop.

### **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.

Mr. Farnsworth asked why are three ponds rated so bad?

Mr. Berube stated algae.

Ms. Kassel stated but only one of them has had treatment.

Mr. Farnsworth stated that is correct. I looked at the pictures that were posted for those three ponds, but they do not look that bad. Why are they rated that bad?

Mr. van der Snel stated it is the difference between the pond report and the pictures. When the pond report is prepared, this is what he sees at that point. The pond report has a window of three weeks. The pond can look bad one week, so we treat it, and then in two weeks it looks better. When he puts it in as a three, he is going to treat it.

Mr. Farnsworth stated only one of the three ponds has been treated. The other two are labeled L3, but they are not treated. It is inconsistent. It looks like you may have been over critical about the condition of the pond, which is the impression I got from this report.

Mr. van der Snel stated it is Mr. Scarborough's opinion on what he sees at that time.

Ms. Kassel stated note that the pictures are taken from a distance. The closer up you get, you may see something very different.

Mr. Bokunic asked why can the pictures not be more in line with the report and be closer?

Mr. van der Snel stated pictures are taken quarterly. It takes a day to take pictures because we have 47 ponds. Then he has to archive them and put them in Drop Box, so it is time-consuming.

Mr. Berube stated the idea of the pictures is to look at them over time to see how a pond changes and see what is growing. The algae disappear quickly when the pond levels rise because of rain.

Ms. Kassel stated I agree with Mr. Farnsworth that it is confusing why all three were labeled L3 but only one appears to have been treated.

Mr. van der Snel stated I will have to ask Mr. Scarborough to address that.

Ms. Kassel stated yes, communicate with him so perhaps the report can seem more logical to us.

Mr. Berube stated keep in mind that an L3 report for algae is not world ending. Algae come and go.

Ms. Kassel stated it says significant, not extreme.

Mr. van der Snel stated it is what it appears at the moment.

Mr. Farnsworth stated if it was moderate, we would have ignored it. Whenever you get to the level of L3, that is significant.

Mr. Berube stated I think it is important to look to the right and see that it has algae. You will never get rid of all the algae. You can manage it, however. The above portion of the report mentioned torpedo grass and invasives, which can be a problem. Mr. Scarborough has only been doing this report for a couple months.

Mr. Farnsworth stated it just looked like he was being over critical.

Mr. Berube stated over to the right, it says SeClear, and it shows a quantity. What does the quantity mean?

Ms. Kassel stated it is how much was put in. We diluted it from granular to 75 gallons or 100 gallons, and then dumped it in the pond.

Mr. van der Snel stated it was sprayed on the ponds.

Mr. Berube stated that is the quantity he sprayed on that pond. The trailer on the back of the Land Master is a 25-gallon tank. He is filling and exhausting that tank three times on one pond, and in some cases six times for a pond.

Mr. van der Snel stated yes. Some ponds are big to treat, like Long Pond.

Ms. Kassel stated my concern is about pond 5 in Cherry Hill that says we have floating algae and hydrilla. We do not have hydrilla in any other ponds. It is very invasive and can spread very quickly. Our ponds are connected, and we have to address it quickly and thoroughly.

Mr. van der Snel stated I will let Mr. Scarborough know to address it.

Mr. Berube stated that had to be put in that pond, maybe by someone dumping a fish tank. Where else will it come from?

Ms. Kassel stated on a bird's legs. They go to Lake Toho and then come here and land in the pond.

Mr. Berube stated a typical way of hydrilla being introduced in the ponds is people's fish tanks. They like hydrilla in the fish tank because fish eat it.

A Resident asked what difference does an aerator or a fountain make in a pond?

Mr. Berube stated history says that more algae grow because the pond is oxygenated. Beyond that, I do not know.

Mr. van der Snel stated the developer installed it a number of years ago.

Mr. Berube stated they are not there for a particular reason other than the developer wanted to have fountains. We did not install them to improve the health of the pond.

Ms. Kassel stated we previously had a contractor to maintain the ponds – Bio-Tech – and they told us aerating the ponds would be from the bottom. The aeration effect of having fountains on the surface is ineffectual. If you want aeration in the ponds, you need to do it at the bottom of the pond. We are not doing that. It is rather expensive, and I do not think we need it.

Mr. van der Snel stated the only advantage now is, a fountain will create movement in the water, and certain algae do not make islands in the middle of the pond but will do it at the end, so it is easier to spray.

Mr. Berube stated the fountains are purely visual and not part of the management scheme. As they die, the developer is deciding not to repair them. One has already died, and we need to ask them to remove it because at some point, it will become our problem.

Ms. Kassel asked do we know the cost to install an aerator?

Mr. Berube stated it is expensive.

Mr. Moyer stated it could be as much as \$20,000 depending on the horsepower of the pump.

Mr. Berube stated they are big, and they use a lot of electricity. That is why they are not run around the clock, which is why they are letting them die. The maintenance is expensive because it is all underwater, and you need to have divers to fix them. The

average monthly cost to run one is about \$1,000 in electricity, minimum, per fountain. The motor is as big as the pool pump, and we know what it costs.

**v. Health Care**

Mr. van der Snel stated field staff is going to another health care plan, which is Humana Care HMO. The costs are the same as Florida Blue Cross/Blue Shield; however, Florida Blue Cross/Blue Shield gave us a revised plan, which made it impossible for us to be insured. The deductible was \$7,000 per person instead of \$3,000, and \$14,000 for a family. Humana Care came out with no deductible, so it was an obvious choice for us to choose since the costs are the same and the plan is better. We will be transferring, and I notified Mr. Moyer about it.

Mr. Moyer stated we just wanted the Board to be aware of it.

Ms. Kassel stated I appreciate that. I would be interested in hearing what the District's experience is in having Humana.

Mr. Farnsworth asked the cost is the same but the coverage is better?

Mr. Berube stated yes.

Ms. Kassel stated Blue Cross/Blue Shield is outrageous.

Mr. Berube stated they had a \$7,000 deductible every year before you could start collecting in insurance. Humana gave us zero. Blue Cross/Blue Shield is outrageous with their pricing, and the customer service is terrible.

Ms. Kassel stated I pay \$20,000 annually with Blue Cross/Blue Shield for my husband and me.

Mr. Berube stated I have Blue Cross/Blue Shield at work, but I do not pay nearly that much. It is going up about 50%, and the deductible is going up from \$2,500 to \$7,500.

Mr. van der Snel stated Humana is local, out of St. Cloud.

Ms. Kassel stated I heard some bad things about Humana in the past, which is why I am curious how it works.

A Resident stated an individual cannot get Humana insurance; they only provide group benefits because Florida Blue had become a conglomerate. Florida Blue has gotten so bad. They do not cover hospitalization and have a \$7,000 deductible. Humana, under a group plan, will have those benefits greatly increased.

**vi. Buck Lake Cameras**

Mr. van der Snel stated I am planning to replace the cameras that are there since they are not working anymore. They are too old.

Ms. Kassel asked has there been vandalism?

Mr. van der Snel stated we have a strong suspicion that the bass boat has been taken out a couple times. That is the only boat you can take out without a key. We put a cable lock on it now. To calculate the cost, it is \$225 for a camera system with four cameras.

Ms. Kassel stated you have money in the budget for fiscal year 2017.

Mr. Berube stated he is just letting us know for our information.

Mr. van der Snel stated to get wifi over there requires an investment of \$90 for a cradle point, and \$35 a month for a wireless Sprint modem that I also have in my office. That will give me access to look at the dock from my office, at home, or wherever I am using my iPhone. I am requesting authorization to add that to Sprint.

Ms. Kassel asked do the cameras record for a certain period of time?

Mr. van der Snel stated the new system has one terabyte hard drive, so it will record for two months, so I can go back and look. However, if it is during the day, the Sprint modem would take care of it, and I have remote access.

Mr. Berube stated the initial investment is less than \$350 to setup the equipment. The ongoing cost will be \$35 times 12 months, or \$420 annually.

Ms. Kassel stated that is within the budget, so the Board does not need to pass a motion for this.

Mr. van der Snel stated I just wanted to let you know because it is an extra contract that I put on Sprint.

Mr. Berube stated it is a reaction to a concern that a certain resident had, that the dockmaster was not there for his going and coming on a particular boat. It is also due to the fact that someone is going around the gate on the dock and getting onto the boats and taking one out. It is time to watch that area.

Ms. Kassel asked did we receive any phone records related to that incident?

Mr. van der Snel stated I have them from Sprint. I looked for Mr. Allen Santacruz's phone number, and I can provide to you what I have.

Ms. Kassel asked did we get anything from Mr. Santacruz?

Mr. van der Snel stated no. I put an explanation with it.

Ms. Kassel stated for the benefit of the audience, a resident took out a boat which came back with some damages. This resident insisted he and his guests did not cause the damages, and he insisted that he called the dockmaster when he was coming back in. We

said that if he can show us where he called several times when he said he was bringing in the boat and that no one responded, then we would reevaluate the situation.

Mr. Berube stated I am looking at the detailed phone records from Sprint, and his phone number is not listed.

Mr. Bokunic stated so he was not truthful with us.

Mr. Berube stated I am not going to say that, but you can draw certain conclusions.

**SEVENTH ORDER OF BUSINESS**                      **District Manager's Report**

**A. Financial Statements for May 31, 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 I checked with the accounting staff, and we are now 100% collected on our non-ad valorem assessments, which is typical for this District. On the expenditure side, we are under budget by about \$120,000. We are in good shape through the end of May.

**B. Invoice Approval #206, 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 #206, check register, and debit invoices, as presented.
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**C. Discussion of Proposed Budget for Fiscal Year 2018**

Mr. Moyer stated the Board had a workshop on the proposed fiscal year 2018 budget this afternoon. We will come back next month with an updated budget based on the Board's discussion. The public hearing is scheduled for August.

Ms. Kassel stated next month's discussion will be part of the regular meeting.

Mr. Moyer stated yes.

Mr. Berube stated we made the decision not to change the rules, so the only public hearing we will have this year will be for adoption of the budget.

**EIGHTH ORDER OF BUSINESS**

**Landscape RFP 2017-101 Proposals**

**A. Memorandum Regarding Procurement Process**

Mr. Qualls stated we provided two memoranda related to this process. The first simply reviews the rules and summarizes those rules. The second is designed to give some guidance in the evaluation process.

**B. Acceptance of Termination Letter from Davey Tree**

Mr. Qualls stated we have reviewed this letter. I wanted to alert the Board to the different termination provisions in the three contracts for your consideration. In the landscape contract that we piggybacked on from Ave Maria, the contractor shall have the right to terminate the agreement upon 60 days' written notice to the District. They sent a letter to put that into effect. Upon any termination of the agreement, the contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or offsets the District may have against the contractor. We will need to have a final accounting and a determination if the District has any claims or offsets against the contractor. The contracts we drafted for mulch and groundcover/annuals had no 60-day provision. In fact, they say the performance of services may be terminated in full or in part by the District manager, in accordance with the termination provision and may be revised by the Board. Technically, Davey is not contractually entitled to the 60-day termination provision. The reason the wording is different is because these are separate contracts. We drafted these two contracts at the Board's direction. In contracts we draft, we typically have a notice of termination without cause that the contractor can exercise.

Mr. Berube stated the piggybacking forced us to mimic the contract Ave Maria had, which had a 60-day termination provision either side could exercise. When we separated out the annuals and the mulching, it was our standard contract that we use for virtually all our contractors, which provides a 30-day termination from the District's side. The contractor does not have the ability to cancel.

Ms. Kassel asked does that mean we should not accept the termination letter as was provided by Davey? They are terminating all three contracts, but they do not have the right to cancel two of them. Or do we accept the termination for all the contracts?

Mr. Qualls stated it is a policy decision. The Board may certainly accept the termination even though that language is not in the contract. You can agree to do that. I

am saying that you are not required to accept the 60-day notice by the plain meaning of the contract. The policy decision is up to the Board, and only the Board.

Mr. Berube stated there is no reason not to accept them.

Ms. Kassel stated yes because they are only for mulch and annuals.

Mr. Berube stated the annuals and mulch are on a prepaid annual basis. We already paid for a full year of services for both annuals and mulch: about \$61,000. We have paid for both those contracts. The mulch is done quarterly. I am not sure of the effective dates, but they should both be October 1.

Mr. Qualls stated the landscape/shrub/groundcover agreement was entered into on October 1, 2016, through September 30, 2017. The Board has the ability to renew for two additional one-year contracts.

Mr. Berube stated we may have to prorate two months for both those contracts because we did not get full services for them. It is different because mulching is done once, but they never did it well. It was also a bone of contention.

Ms. Kassel stated that can be part of the offset, but it does not need to involve the termination letter itself.

Mr. Berube stated no, not necessarily, but it is part of the general discussion.

Mr. Qualls stated I see those as two separate issues, but they touch each other.

On MOTION by Ms. Kassel, seconded by Mr. Bokunic, with all in favor, approval was given to accept the termination letter from Davey Tree for landscape services.
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Mr. Berube stated once we know what our new date will be, then we need to send a letter to Davey to exercise our 30-day termination provision provided in our contracts. We need to terminate their services for mulch and annuals.

Ms. Kassel stated I thought their termination letter covered that.

Mr. Qualls stated their letter proports to cover that, but they contractually do not have the right.

Ms. Kassel stated if we accept it, then we accept that we are terminating those agreements with them.

Mr. Qualls stated that is an acceptable policy decision. I want to make sure you follow the contractual terms. I think we can work that out. At some point, there needs to be a final accounting of the offset.

Mr. Berube stated they do not want to continue, but we need to conform legally.

Mr. Qualls stated yes. You can accept their termination letter, which allows them to terminate all three contracts, which you just did. What is left to do is negotiate with Davey to determine what the offsets will be, if any, and then to clear up the fact that these contracts are through September 30, 2017. That is probably how we calculate the offset.

Mr. Moyer stated yes.

Ms. Kassel stated the offset should account for the conditions of Blazing Star soccer fields as of the date they leave. If they get everything into shape by July 31, which is unlikely, then we would not have an offset.

Mr. Berube stated that is the reason I have been hammering it and making sure it is documented publicly. Other people have noticed because those fields are not going to come back, no matter how many treatments they put on it. The problem was, it was a bad overseed done last fall, and we agreed to it. That is what killed all that brand new sod.

Ms. Kassel stated I think it is a number of things. The drought had a lot to do with it. The heat every year has been higher. I think these grasses are not as tolerant of those conditions.

Mr. Berube stated it is tied to what happened last fall. The end result is, we have two lousy fields. We are halfway through the year, and they have looked bad all this time. Davey made the decision, which Mr. Mansfield referred to about a large investment to cover the problems. Those two fields are part of that large investment he did not exactly specify, but they do not want to replace them.

### **C. Ratification of Staff Actions in Soliciting Landscaping Proposals**

Mr. Qualls stated typically, the Board would make the determination to go for an RFP and instruct staff to do so at a publicly noticed meeting. Given the timing of the termination letter and the realities that the Board would meet only twice in that time period, I want to commend the District manager for working diligently in putting an RFP together. We started with the RFP that you used before, but a lot of thought was put into it and some additional criteria to make it better, in our opinion. If the Board agrees with those things, we will ask the Board to ratify the decision to put the RFP together and follow the process to make sure proposers received it. All that should be ratified for the record.

On MOTION by Ms. Kassel, seconded by Mr. Farnsworth, with all in favor, approval was given to ratify staff's actions in soliciting landscaping proposals.

#### **D. Review and Ranking of Landscaping Proposals**

Mr. Walter stated the Board received proposals from three firms. We had some issues with their math and having everything covered. We asked the three proposers to adjust their proposals accordingly. We received two of the three back that did provide some price adjustments. The third did not provide any adjustments. All three are valid and should be considered by the Board at this time, so that staff can move forward to negotiate terms and conditions. We provided a report with our comments.

Mr. Qualls stated the Board received the evaluation criteria and all the information.

Ms. Kassel stated Mr. Moyer will want our scoring sheets for the record.

Mr. Berube stated yes.

Ms. Kassel asked do we discuss our scoring sheets and what we gave to each firm? Or do we just share our highest score? Do we have to discuss each or just the ones with the highest scores?

Mr. Berube asked did everyone filled out the scoring sheets?

Mr. Bokunic stated no. Someone handed me a packet of information, but I have not read it.

Mr. Farnsworth stated you were sent an email with the form, as well.

Mr. Bokunic stated one firm stood out to me, and the other two did not.

Mr. Berube stated staff provided their rankings of all three firms. I think you can pretty quickly get an idea what they are talking about.

Mr. Walter stated we would like more guidance on #2 in case we are not successful in negotiating terms with the #1-ranked firm.

Ms. Kassel scored Girard 62.5, Mr. Farnsworth scored 81, Mr. Berube scored 47.

Ms. Kassel scored Premier 67, Mr. Farnsworth scored 68, Mr. Berube scored 43.

Ms. Kassel scored Servello 86, Mr. Farnsworth scored 97, Mr. Berube scored 96.

Ms. Kassel stated the reason we need to assign a score to each is any proposer who was not awarded the contract could protest our selection and take us to court unless we followed the rules in creating selection criteria and grading each of them according to the criteria.

Mr. Bokunic stated I am not prepared to provide scores on short notice.

Mr. Qualls stated three Board members have weighed in and scored their sheets. One Board member has not done that but has read the proposals. I do not think it is wise just to enter numbers on the sheet unless you are comfortable doing that.

Mr. Bokunic stated I am not.

Ms. Kassel asked can he abstain from the vote? What is the best way to deal with it?

Mr. Qualls stated I am not sure. Do I understand that three members had the same firm ranked #1?

Mr. Moyer stated yes.

Mr. Qualls stated the simple math is, three members of the Board is enough to accept it. If you feel comfortable voting on who you think is best, that is fine.

Mr. Bokunic stated I did not write down the score, but one was an obvious choice. I apologize for not providing scores.

Mr. Berube stated the actual scoring totals from three Board members were: Girard 190.5, Premier 178, and Servello 279.

#### **E. Authorization for Staff to Enter Negotiations with the #1-Ranked Firm**

On MOTION by Ms. Kassel, seconded by Mr. Berube, with all in favor, approval was given to authorize the manager to negotiate an agreement with the #1-ranked firm for landscape and grounds maintenance services.
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Mr. Berube stated Mr. Walter asked for the Board to approve potentially moving to the #2-ranked firm if there is some problem with the #1-ranked firm. I am very uncomfortable with that based on price.

Ms. Kassel stated I am, too.

Mr. Berube stated if the #1-ranked firm does not accept, then I think we reject them all and do it again.

Mr. Moyer stated there is no reason to believe the #1-ranked firm will not take it. The contract documents are part of the RFP package, so the scope and other things are identified. There will not be a lot of negotiation because it is all contained within the four corners of the contract.

Mr. Farnsworth stated it looks like the only thing that was questionable was the first two months of year 1, being part of the 14-month price.

Mr. Moyer stated yes.

Mr. Berube stated someone needs to notify Davey officially, and I can do that if you want or the manager can do that. We need to let them know that shortly, we anticipate that August 1 will be the starting date for the new company. They understand it in general. When you discuss it with the new contractor, they will need to contact Mr. van der Snel for an orderly transition of their equipment coming in and Davey's going out. Davey has already removed a significant amount of stuff in their compound. We will also need to talk with the developer to get a new use agreement for that compound, since it was their land that Davey had the use agreement for.

Mr. van der Snel asked will the compound be cleared by Davey?

Mr. Berube stated Servello will want to move in as Davey is moving out. There will be a crossover and some complaining. I do not know that we will ever get Davey to make it look brand new.

Mr. van der Snel stated it needs to at least be cleared.

Mr. Berube stated we will do the best we can. Davey does not care at this point. We have a limited amount of money that we can backcharge them for, and those two fields will easily absorb their last month's invoice if we decide to go that route. The developer's agreement can be handled at some point. The initial point of contact will be Mr. van der Snel for the transition. In general, Davey has already said they will cooperate and make room.

Mr. Moyer stated the utilization agreement should be between the contractor and the developer. Is the District a party to that agreement?

Mr. Berube stated actually the utilization agreement is between the developer and the District, and then between the District and the contractor.

Mr. Qualls stated that sounds right. I remember doing that.

Mr. Berube stated Davey does not have any responsibility to the developer, but we do.

Mr. Qualls stated I will revise the agreements and provide to you.

Mr. Berube stated it is just a matter of updating them. As far as the transition, I think that is all we have.

Mr. van der Snel stated yes, as long as Davey clears it out. They have three PODS still there.

Mr. Moyer stated to make sure we are covered, I will ask the Board for a motion that the Chairman is authorized to sign the contract once it is negotiated.

On MOTION by Ms. Kassel, seconded by Mr. Bokunic, with all in favor, approval was given to authorize the Chairman to sign the agreement for landscape and grounds maintenance services, once negotiated with the #1-ranked proposer.

Mr. Qualls asked how are we to go about the process of determining offsets? We will have one meeting prior to July 31, but it will be close. Is that something Mr. Moyer and I will handle? Do we bring it to the Board for approval? I am looking for direction.

Mr. Moyer stated I think the understanding would be that final payment comes after July 31. When their work stops, then an evaluation will be made of where we are with the contract, the deficiencies, and an estimate of the cost to repair those deficiencies. Whatever the final payment is, we would hold or deduct from that payment whatever the punchlist is.

Mr. Berube stated we are likely to have two more billing cycles for June and July from Davey to deal with any potential adjustments.

Mr. van der Snel stated I think June's invoices have already been process.

Mr. Berube stated those were from May. The ones that were in question the other day were dated May.

Mr. van der Snel stated I will not sign off on any of them.

Mr. Berube stated that is correct; hold everything.

Mr. van der Snel stated I will hold them until the Board authorizes me to approve them at a certain amount.

Mr. Berube stated the big issues we know about are the two fields with celebration Bermuda. They may or may not come through with the 10,000 square feet of sod they damaged that they said they were going to replace. We have some ongoing service level issues right now, but everything is growing really fast, and they have limited people. It is taking a significant effort to keep the grass mowed. I do not think there is much else. We will do an adjustment for the mulch contract and the annuals contract.

Mr. van der Snel stated for reference, the Bermuda on the playground was \$12,000 that we paid.

Ms. Kassel asked have we received their \$1,000 for the ping pong table?

Mr. Berube stated no. They said they sent it to the insurance department, and the check will come from the insurance department. I do not know why it cannot be an offset against the bill. That is another thing we might offset because it has already been agreed to. Another advantage that we will have is, the new contractor will come in and pick apart everything that has been going on with Davey. There will be a punchlist from the new contractor, which we have done previously when changing landscape contractors.

**NINTH ORDER OF BUSINESS**

**Topical Subject Discussion**

**A. Photo ID Access Card Issuance Rules**

Mr. Berube stated we discussed this at the workshop, and we know what is going on with it.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

There being none, the next order of business followed.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

- The next meeting is scheduled for Thursday, July 27, 2017, at 6:00 p.m.

On MOTION by Ms. Kassel, seconded by Mr. Bokunic, with all in favor, the meeting was adjourned at 7:20 p.m.
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Gary L. Moyer, Secretary

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Steve Berube, Chairman