

## HARMONY COMMUNITY DEVELOPMENT DISTRICT

### AGENDA PACKAGE

Thursday, December 21, 2023

#### Remote Participation:

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

--or--

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



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

## Harmony Community Development District

### Board Members:

Mark LeMenager, Chairman  
Daniel Leet, Vice Chairman  
Lucas Chokanis, Assistant Secretary  
Kerul Kassel, Assistant Secretary  
Joellyn Phillips, Assistant Secretary



### Staff Members:

Angel Montagna, District Manager  
Jeanie Johnson, District Manager  
Michael Eckert, District Counsel  
David Hamstra, District Engineer  
Kerry Satterwhite, Area Field Manager

## Meeting Order of Business

Thursday, December 21, 2023 – 6:00 p.m.

1. **Call to Order and Roll Call**
2. **Audience Comments** – Three- (3) Minute Time Limit
3. **Staff Reports**
  - A. Landscaping: Benchmark Landscaping/United Land Services
  - B. Field Manager: Inframark
    - i. Monthly Report.....Page 5
  - C. District Engineer: Pegasus Engineering
    - i. Lakefront Park CDD Maintenance Facility Update
    - ii. Buck Lake Control Structures
    - iii. Cattail Removal Program Update
  - D. District Counsel: Kutak Rock
    - i. Procurement Policy and Procedures (*Redlined*) .....Page 94
    - ii. Resolution 2024-06, Spending Authorization (*draft, for January agenda*).....Page 104
  - E. District Manager: Inframark
    - i. Engagement Letter from Berger Toombs et al. to Perform FY2023 Audit.....Page 115
4. **Business Items**
  - A. Consideration of Resolution 2024-02, Recognizing Marilyn Ash-Mower.....Page 128
  - B. Proposal from SÖLitude Lake Management for Pond 5 .....Page 130
  - C. Discussion of Lakefront Parking Lot.....Page 138
  - D. Discussion Regarding Guidance on Verge Modifications
5. **Consent Agenda**
  - A. Minutes from November 30, 2023.....Page 140
  - B. Financial Statements (*November 2023*).....Page 210
  - C. Check Register #283 .....Page 224
6. **Supervisor Requests**
7. **Adjournment**

*The next meeting is scheduled for Thursday, January 25, 2024.*

### District Office:

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

### Meeting Location:

3285 Songbird Circle  
St. Cloud, FL 34773  
Zoom: <https://zoom.us/j/4276669233>  
Phone: 929-205-6099, ID 4276669233

## **Section 3**

# **Staff Reports**

## **Subsection 3B**

**Field Manager:  
Inframark**



# **Subsection 3B(i)**

## **Monthly Report**

# **PROJECT 12/6/23, 11:18 AM**

**Harmony CDD**

**Wednesday, December 6, 2023**

**Prepared For Board Supervisor**

**91 Items Identified**



## Item 1 - West Entrance (Left Side)

Assigned To Benchmark

The Palmetto's needs attention throughout the fence.



1



## Item 2 - West Entrance (Left Side)

Assigned To Benchmark

The Palmettos behind the fence, needs attention.




2

# Summary of Comments on Harmony CDD - Lanscaping & Property Inspection 12-07-2023.pdf


---

Page: 2

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:36:46 PM  
Work to begin week of 12/28

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:37:07 PM  
Work to begin week of 12/18

---



### Item 3 - West Entrance Sign (Left Side)

Assigned To Benchmark

The grass are burned in some points, the irrigation system needs to be inspected.



### Item 4 - West Entrance (Left Side)

Assigned To Benchmark


Invasive plants are growing between the bushes and mulch.






## Page: 3

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:37:46 PM  
Irrigation is working and was inspected the week of 12/11. Raised mowing height to 4.25" to avoid scalping

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:38:09 PM  
Weeds will be hand pulled week of 12/11

---



## Item 5 - West Entrance (Left Side)

Assigned To Benchmarks

The Palmettos needs attention and the ground edges.



1



## Item 6 - West Entrance (Left Side)

Assigned To Benchmark - OUC


The Tree branches are touching the Electric Lines.




2

## Page: 4

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:38:28 PM  
Work to begin week of 12/18

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:40:03 PM  
Crapes will be cut back in this area in March.

---





## Item 7 - West Entrance (Left Side)

Assigned To Benchmark

The tree branches needs to be trimmed up.



## Item 8 - West Entrance (Left Side)

Assigned To Benchmark


The dead Tree, needs to be removed.

\*A proposal needs to be presented\*




## Page: 5

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:40:36 PM  
Priority now is street and roadway tree elevations. We will address these trees in January

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:40:55 PM  
Meet with tree vendor the week of 12/18

---



## Item 9 - West Entrance (Left Side)

Assigned To Benchmark

The Palmettos needs attention.



## Item 10 - West Entrance (Left Side)


Assigned To Benchmark

The tree branches needs to be trimmed up, are very low.




## Page: 6

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:41:13 PM  
Week of 12/18

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:41:25 PM  
Will be addressed in January

---





## Item 11 - West Entrance (Left Side)

Assigned To Benchmark

The bushes clippings needs to be removed.



## Item 12 - West Entrance (Left Side, Behind Fence)


Assigned To Benchmark

The Tree branches needs to be trimmed up.




## Page: 7

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:41:46 PM  
Crew was working in this area when the photo was taken. Debris was removed by end of day

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:42:02 PM  
Will be addressed in January

---



## Item 13 - West Entrance (Left Side, Behind Fence)

Assigned To Benchmark

The Tree branches needs to be trimmed up.



## Item 14 - West Entrance (Left Side)


Assigned To Benchmark

The Palmettos needs attention.




## Page: 8

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:42:11 PM  
Will be trimmed in January

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:42:26 PM  
Will be addressed week of 12/18

---





## Item 15 - West Entrance (Left Side)

Assigned To Benchmark

Invasive plants growing between the bushes, needs to be removed.




## Item 16 - West Entrance (Median)

Assigned To Inframark

The Entrance Column needs Pressure Washing.

Page: 9

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:42:43 PM

---

Will be removed week of 12/11





## Item 17 - West Entrance Fence (Right Side)

Assigned To Inframark

The fence with green algae, needs Pressure Washing.



## Item 18 - West Entrance Fence (Left Side)

Assigned To Inframark

The fence with green algae, needs Pressure Washing.



## Item 19 - West Entrance (Right Side)

Assigned To Benchmark

Ant nest throughout the sidewalk, needs attention.



## Item 20 - West Entrance (Right Side)


Assigned To Benchmark

The Sycamore new branches growing needs to be removed.




## Page: 11

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:43:54 PM

---

Teams are treating on weekly basis. Cooler weather will drive ants to mound closer to sidewalks and roadways for warmth. Please keep in mind bait only kills the queen and the colony moves to the next queen and community.

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:44:31 PM

---

Suckering growth on Magnolia trees will done the week of 12/18





## Item 21 - West Entrance (Median)

Assigned To Benchmark

The bushes are dried, the irrigation system needs to be inspected.





## Item 22 - Five Oaks Dr With Milkweed Ln

Assigned To Benchmark

The Bushes need edges.



## Page: 12

- 
-  Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:46:06 PM  
West entrance, hedges have irrigation coverage. Walters Viburnums are prone to getting fungal pressure this time of year, we treated and are seeing signs of recovery. Will monitor and recommend this entry as a possible new landscape enhancement in Spring.
- 
-  Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:46:36 PM  
Shrubs were trimmed on 12/6
-



## Item 23 - Five Oaks Dr with Milkweed Ln

Assigned To Benchmark

The Palm Tree dried leaves needs to be removed.



## Item 24 - Five Oaks Dr. (Left Side Near Roundabout)

Assigned To Benchmark


Invasive plants are growing between the Lemon Grasses.






## Page: 13

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:47:07 PM  
Will be trimmed week of 12/18

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:47:45 PM  
Fakahatchee grasses have begun to be cutback and weeds removed as of 12/11

---



## Item 25 - Cordgrass Pl (Playground)

Assigned To Inframark

The bench bases needs paint.



## Item 26 - Five Oaks Dr / Schoolhouse Rd (Roundabout)


Assigned To Benchmark

The Flowers located in the roundabouts throughout Harmony needs replacement and the weeds growing between the mulch needs to be sprayed.



## Page: 14

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 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:49:15 PM

---

Deer are continually pulling these out. We are replanting weekly. We chose these annuals as they are not appealing to deer, but they have pulled them out and we will continue to replant.



## Item 27 - Sundrop St. / Schoolhouse Rd

Assigned To Benchmark

The Sycamores new branches growing needs to be removed.



## Item 28 - Sundrop St. (Front Park)


Assigned To Benchmark

The Tree low branches needs to be trimmed up.




## Page: 15

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:50:08 PM  
Will be trimmed week of 12/18

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:50:22 PM  
Completed the week of 12/11

---





## Item 29 - Sundrop St. (Park)

Assigned To Benchmark

Dried grass in some areas, the irrigation needs to be inspected.




## Item 30 - Butterfly Dr.

Assigned To Inframark

The bench and the ground, needs Pressure Washing.

## Page: 16

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:51:04 PM

---

This was noted in the pocket park audit to be replaced. When this park is approved for new install, the turf will be replaced.



## Item 31 - Butterfly Dr.

Assigned To Benchmark  
The ground need mulch.




## Item 32 - Butterfly Dr. / Dark Sky Dr.

Assigned To Inframark  
The Educational signs frame needs paint.



## Page: 17

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:52:07 PM  
Mulch was for landscape beds, previous company sprayed with round-up. We can mulch during next round.

---



## Item 33 - Butterfly Dr. / Dark Sky Dr.

Assigned To Benchmark

The Lemon Grasses needs attention.



1



## Item 34 - Blazing Star Dr.

Assigned To Benchmark


The new Sycamores branches, needs to be trimmed up.




2

## Page: 18

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:52:28 PM  
Cutbacks began week of 12/11

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:52:41 PM  
Week of 12/18

---



## Item 35 - Butterfly Dr.

Assigned To Benchmark

The ground needs mulch.



## Item 36 - Schoolhouse Rd.


Assigned To Benchmark

Edges and trim the Oak branches.




## Page: 19

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 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:53:00 PM  
Same as item 31

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:54:17 PM  
Shrubs were trimmed week of 12/11. Oaks in this park will be lifted in January

---





## Item 37 - Schoolhouse Rd. (Front School)

Assigned To Inframark

The Library box bases needs paint.



## Item 38 - Schoolhouse Rd (Left side / Bridge)


Assigned To Benchmark

Invasive plants are growing between the Lemon Grasses, needs attention.



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---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:54:51 PM  
Muhly grasses will be cut back after bloom cycle in January

---



## Item 39 - Buck Ln (Park)

Assigned To Benchmark

Empty spots.



## Item 40 - Buck Ln. (Park)


Assigned To Benchmark

The grass are dying, the irrigation needs to be inspected.




## Page: 21

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:55:09 PM  
Covered in the pocket park audit

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:55:25 PM  
Covered in the pocket park audit

---





## Item 41 - Buck Ln. (Park)

Assigned To Inframark

The sidewalk squares needs paint.



## Item 42 - Buck Ln (Park)


Assigned To Benchmark

Invasive plants are growing between the mulch.



Page: 22

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:55:54 PM

---

Weeds were spray the week of 12/4



## Item 43 - Harmony Estates Entrance

Assigned To Benchmark

Invasive plants growing and the Lemon Grasses needs attention.



## Item 44 - Harmony Estates Entrance


Assigned To Benchmark

The Spanish moss, needs to be removed.




## Page: 23

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:56:25 PM  
Trimming of grasses and weed removed was completed the week of 12/4

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:57:23 PM  
Will be completed the week of 12/18. Removal of spanish moss is not included in the scope of services

---





## Item 45 - Harmony Estates Entrance (Left Side)

Assigned To Benchmark

The grass is dying, the irrigation system needs to be inspected.



## Item 46 - Harmony Estates Entrance (Median)


Assigned To Benchmark

Invasive weeds are growing between the mulch.




## Page: 24

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:58:04 PM  
Irrigation was inspected, no issues found in this area. Bahia turf is in this area, the Summer weeds have gone dormant.

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:58:24 PM  
Weeds were treated week of 12/4

---



## Item 47 - Oak Glen Tr. (Park)

Assigned To Benchmark

The grass is dying, the irrigation needs to be inspected.



1



## Item 48 - 3215 Oak Glen Tr. (Front)

Assigned To Benchmark

The new Sycamores branches growing, needs to be removed.




2




## Page: 25

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:59:37 PM

This area was reviewed with Sup. Kassel in November during the pocket park audit and determined the decline is due to heavy shade. Irrigation is fully functional in this area.

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 2:59:56 PM

Week of 12/18





## Item 49 - 3207 Oak Glen Tr. (Front)

Assigned To Benchmark

The new Sycamores branches growing, needs to be removed.



## Item 50 - Oak Glen Tr. / Southern Pine Rd.

Assigned To Benchmark


The dead Tree, needs to be removed.

\*A proposal needs to be presented\*




## Page: 26

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 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:00:07 PM  
Week of 12/18

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:00:29 PM  
Tree vendor will review week of 12/18 and proposal will be provided for removal

---



## Item 51 - Harmony Estates Entrance (Median)

Assigned To Benchmark

Invasive weeds are growing between the mulch.



## Item 52 - Primrose Willow Dr / Park


Assigned To Benchmark

Invasive weeds are growing between the mulch.




## Page: 27

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:00:58 PM  
Grasses are being cut back the week of 12/11

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:01:11 PM  
Weeds were treated the week of 12/4

---





## Item 53 - Cat Brier Tr. / Dog Park

Assigned To Inframark

The trash can, needs paint.



## Item 54 - Cat Brier Tr. / Dog Park


Assigned To Benchmark

The playground swing needs mulch.



Page: 28

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:01:43 PM

---

Proposal was included in the pocket park proposals. Palyground mulch is not part of the contracted mulch installation.



## Item 55 - Cat Brier Tr. / Dog Park

Assigned To Inframark

The benches needs paint and the storage fence needs pressure washing.



## Item 56 - Cat Brier Tr. / Dog Park

Assigned To Inframark

The bench bases needs paint, and the concrete ground, needs pressure washing.





## Item 57 - Cat Brier Tr. / Dog Park

Assigned To Benchmark

The old trees trimmed up needs stump grinding or removal.



## Item 58 - Cat Brier Tr / Dog Park Trail To Schoolhouse Rd.

Assigned To Inframark

The fence needs repairs.





## Item 59 - Ashley Pool / Park

Assigned To Benchmark

The grass are dried, the irrigation system needs to be inspected.




## Item 60 - Ashley Pool / Roof

Assigned To Inframark

The Ashley Pool roof needs pressure washing.

Page: 31

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:02:36 PM  
Irrigation is functioning. Heavy traffic and shade is impacting this area. Trees were lifted in this area the week of 12/4

---



## Item 61 - Ashley Pool / Shade Screen

Assigned To Inframark

The Shade Screen and structure needs pressure washing.



## Item 62 - Ashley Pool / Pergola

Assigned To Inframark

Need pressure washing and paint.





## Item 63 - Ashley Pool / Pool Area

Assigned To Benchmark

Empty spots and death plant that need to be removed and replace.



## Item 64 - Ashley Pool / Pool Area

Assigned To Benchmark


The Bushes needs edges.






## Page: 33

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:03:10 PM  
Dead plants will be removed the week of 12/18. Proposal will follow

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:03:24 PM  
Completed the week of 12/4

---



## Item 65 - Ashley Pool / Entrance

Assigned To Benchmark

Empty spots.



## Item 66 - Ashley Pool / Parking Lot


Assigned To Benchmark - Inframark

The fence needs Pressure Washing  
and the Bushes, needs the edges.




## Page: 34

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:03:50 PM  
Same as Item 63. Proposal will be provided.

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:04:12 PM  
Shrubs were trimmed the week of 12/4

---



## Item 67 - Swim Club / Restroom Entrance

Assigned To Benchmark

Empty spots.



## Item 68 - Swim Club / Pool Area

Assigned To Benchmark


The Palm Trees Dried Leaves, needs to be removed.






## Page: 35

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:04:40 PM  
Will include replacements in pool proposal

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:06:04 PM  
Palms were trimmed 6 weeks ago. We will remove the dead palm fronds.

---



## Item 69 - Swim Club / Pool Area

Assigned To Benchmark

The Palm Tree dried leaves, needs to be removed.



1



## Item 70 - Swim Club / Parking Lot

Assigned To Benchmark

The dead Tree, needs to be removed.


\*A proposal needs to be presented\*




2

## Page: 36

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:05:25 PM  
Proposal will be presented to removed the diseased palm. Appears to be Fusarium Wilt

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:06:37 PM  
Tree vendor will include with removal of other trees in report.

---



## Item 71 - Cat Brier Tr / Front Dahoon Holly Tr.

Assigned To Benchmark

The Lemon Grasses, needs attention.



## Item 72 - Cat Brier Tr.

Assigned To Benchmark


The Lemon Grasses, needs attention.






## Page: 37

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:06:54 PM  
Cutbacks taking place week of 12/11

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:07:06 PM  
Cutbacks taking place week of 12/11

---



## Item 73 - Cat Brier Tr.

Assigned To Benchmark

Empty spots.



## Item 74 - Cat Brier Tr. / Park near Golf Course)

Assigned To Inframark

Trip hazard, that needs to be corrected.

\*Orange cones was recommended\*

Page: 38



Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:07:48 PM

---

Enhancement proposal for the trails will be presented this Spring. Focus was on parks first



## Item 75 - Cat Brier Tr. / Gazebo

Assigned To Benchmark

Empty spots and the Trees needs replacements.



## Item 76 - Splashpad



Assigned To Benchmark

The Lemon Grasses, needs attention.





## Page: 39

|   |           |               |                      |                             |
|---|-----------|---------------|----------------------|-----------------------------|
|                     | Number: 1 | Author: bench | Subject: Sticky Note | Date: 12/12/2023 3:08:36 PM |
| Crapes have not responded from Spring cutbacks. Will propose removal in the Spring with the trails. |           |               |                      |                             |
|                     | Number: 2 | Author: bench | Subject: Sticky Note | Date: 12/12/2023 3:08:52 PM |
| Cutbacks taking place week of 12/11   |           |               |                      |                             |



## Item 77 - Buck Lakeshore Pavilion (Gazebo)

Assigned To Benchmark

The Lemon Grasses, needs attention.



## Item 78 - Buck Lakeshore Restrooms


Assigned To Benchmark

The Lemon Grasses, needs attention.




## Page: 40

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:09:08 PM  
Cutbacks taking place week of 12/11

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:09:20 PM  
Cutbacks taking place week of 12/11

---



## Item 79 - Buck Lakeshore / Near Soccer Court

Assigned To Benchmark

The Lemon Grasses, needs attention.



## Item 80 - Lakeshore Park Humani Sundial

Assigned To Benchmark


The Lemon Grasses, needs attention.






## Page: 41

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:09:34 PM  
Cutbacks taking place the week of 12/11

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:10:16 PM  
Cutbacks taking place the week of 12/11

---



## Item 81 - Lakeshore Park Humani Sundial

Assigned To Inframark

The bench bases needs paint.



## Item 82 - Buck Lakeshore / Near Boardwalk #2)


Assigned To Benchmark

The Ant nest needs to be removed.



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---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:10:24 PM

---

Area was treated the week of 12/4



## Item 83 - Buck Lakeshore Boardwalk #1

Assigned To Inframark

The boardwalk have some pieces of wood that needs replacements.



## Item 84 - Buck Lakeshore Boardwalk #2

Assigned To Inframark

The boardwalk have some pieces of wood that needs replacements.





## Item 85 - Buck Lakeshore Boardwalk #2

Assigned To Inframark

A leaned tree are in red flag for possible falling down, needs evaluation of removal.



## Item 86 - Schoolhouse Rd - Bridge #2

Assigned To Inframark

Bridge needs Pressure Washing.



15:25 12/6/23

## Item 87 - Schoolhouse Rd. Bridge #1

Assigned To Inframark

The Educational Sign frame needs paint and the bridge, pressure washing.



15:33 12/6/23

## Item 88 - Five Oaks & Cat brier Tr. (Roundabout)


Assigned To Benchmark

The grass have some areas burned, the irrigation system needs inspection.



Page: 45

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:11:32 PM

---

Fungal pressure was treated. Will recover. Side note, brown patch (pictured here) will occur in the same spot every year.





## Item 89 - Townsquare

Assigned To Benchmark

The flowers throughout the town square corners needs replacement.



## Item 90 - Town square

Assigned To Benchmark

Throughout of the corners of the town square have, empty spots.


Proposals needs to be submitted.






## Page: 46

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:12:15 PM  
These are the Winter annual flowers. Deer pressure has impacted the appearance. No replacement needed

---

 Number: 2      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:12:36 PM  
Proposal was approved and will be installed in January.

---



## Item 91 - Town square


Assigned To Benchmark

Invasive weeds are growing between the pavers, needs to be sprayed.



Page: 47

---

 Number: 1      Author: bench      Subject: Sticky Note      Date: 12/12/2023 3:12:58 PM

---

Crack weeds were treated week of 12/4.

## **Subsection 3D**

**District Counsel:  
Kutak Rock**



## **Subsection 3D(i)**

# **Procurement Policy and Procedures**

## **PROCUREMENT ~~POLICY AND PROCEDURE~~ POLICIES AND PROCEDURES**

### **PROCUREMENT POLICY ~~POLICIES~~**

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

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

#### **I. REQUIREMENTS FOR ALL PROCUREMENTS**

- Ensure tax is not included in the quoted price.
- Due diligence to obtain the best price is required no matter the purchase price.
- If the required number of quotes are not obtainable due to lack of vendor interest/response, provide the reason in writing to the DM when submitting the quotes.
- All ~~District~~ invoices issued to the District must comply with section 218.70-218.77, Florida Statutes, Prompt Payment Act governing payment for goods or services by government agencies.
- Any agreement that obligates the District ~~into the future~~ for a period of more than six (6) months, such as contracting for mobile phone service, contracting for internet services, or ongoing rental or purchase over time of equipment must be approved by the Board and signed by the ~~Chair~~ District Manager, regardless of price.

#### **II. EXEMPTION LIST**

The following expenditures are exempt from the Procurement Procedure:

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

#### **III. WAIVER OF REQUIREMENTS**

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

and proceed thereafter to take whatever action is deemed to be in the best interest of the District.

#### IV. BID RIGGING

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

#### V. UNAUTHORIZED PROCUREMENTS

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

Any unauthorized procurement ~~shall not be approved and the~~ is voidable by the District Board. ~~shall not be bound thereby.~~

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

#### VI. ENFORCEMENT

Violation of the Procurement ~~Policy Policies and Procedures:~~ by employees or agents of the District, may be grounds for disciplinary actions or other penalties, at the discretion of the Board; or by vendors, may be result in contract termination and/or a ban ~~banned~~ from doing business with the District, at the discretion of the Board.

#### ~~VII. CONSULTANTS COMPETITIVE NEGOTIATION ACT (CCNA)~~

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

#### ~~VIII.~~ VII. VENDOR RELATIONS

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

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

#### **IX.VIII. CHANGE ORDERS**

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



## PROCUREMENT PROCEDURES

1. The District's need for a service or product is identified by the Board, Field Services Manager, District Engineer, or the District Manager (DM).
2. If the Board is the entity that identifies the need, the Board will assign either the District Manager, District Engineer, or Field Services Manager to serve as the Requestor, as appropriate.
3. Requestor determines if this service or product is purchased only once per year or is expected to be purchased more than once in a year.
4. Requestor estimates the annual cost to purchase the service or product.
5. Requestor ensures that sufficient and proper funding is available prior to starting the procurement process.
6. If the annual cost of the service or product is:
  - a) less than \$500.00, then the Requestor may purchase the service or product if the service or product meets a need of the District. Although quotes are not required, prices should be compared to be sure that the best value is being obtained.
  - b) between \$ 500.00 and \$~~24994,999.99~~, proceed ~~to Page 4,~~ Procedure for \$500 to \$~~24994,999.99~~.
  - c) between \$~~25005,000.00~~ and \$~~4999.999,999.00~~, proceed ~~to Page 5,~~ Procedure for \$~~2500 5,000.00~~ to ~~4999.999,999.99~~.
  - d) between \$~~500010,000.00~~ and Florida's statutory amount requiring formal competitive solicitation, ~~sealed, competitive bidding~~, proceed to ~~Page 6,~~ Procedure for \$~~5000 10,000~~ to Florida's statutory amount.
  - e) above Florida's statutory amount requiring formal, competitive biddingsolicitation, follow the statutorily required procurement process.
7. Violation of these procurement procedures by employees or agents of the District, may be grounds for disciplinary actions, contract termination, or other consequences, at the discretion of the Board.

**A. Procurement for service or product between \$500.00 and ~~\$2499.99~~4,999.99 annually**

1. First, provide to the DM the following:

- a. a brief written reason this purchase is needed, including any emergency circumstances; and
- b. estimated cost of purchase; and
- c. budget line item of funds to be used for this purchase; and
- d. desired 'deliver by' date; and
- e. backup documentation (if applicable) to the request to assist in the approval process, such as;
  - i. if sole source, explain why. (sole source means that the commodity can be legally purchased from only one source.)
  - ~~ii. if emergency, explain emergency.~~
  - ~~iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized.~~
  - iv. ii. Board approval date and terms (if applicable).

2. Then, if the DM approves moving forward with the purchase:

- a. The Requestor ~~will~~shall attempt to obtain quotes (including, if applicable, shipping, handling, and any fees) from at least 2 different vendors. For products, current online pricing and catalogs can be used for quotes.
- b. If the quotes exceed ~~\$2499.99~~4,999.99, proceed to ~~Page 5, Procedure for \$2500-5,000.00~~to 9,999.99~~4999.99~~.
- c. If quotes are less than ~~\$2500.00~~5,000.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes to information provided in 1. and retain for records.
- d. Requestor and DM ~~or Board Chair~~ confer and select vendor.
- e. Purchase is made.

~~3. Requestor receives goods/services and invoice.~~

~~4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.~~

~~5. Accounts Payable audits the invoice prior to processing payment.~~

~~6. Finance Department issues a payment to the vendor for the goods/services provided.~~

**B. Procurement for service or product between ~~\$2500~~5,000.00 and ~~\$4999.999,999.99~~ annually.**

1. First, provide to the DM the following:

- a. a brief written reason this purchase is needed, including any emergency circumstances; and
- b. if requesting services, a scope of work to be provided to each vendor in obtaining quotes; and
- c. estimated cost of purchase; and
- d. budget line item of funds to be used for this purchase; and
- e. desired 'deliver by' date; and
- f. backup documentation (if applicable) to the request to assist in the approval process, such as:
  - i. if sole source, explain why,
  - ~~ii. if emergency, explain emergency,~~
  - ~~iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized,~~
  - iv. ii. Board approval date and terms (if applicable).

2. Then, if the DM approves moving forward with the purchase:

- a. The Requestor ~~will~~shall attempt to obtain quotes (including, if applicable, shipping, handling, and any fees) ~~and references~~ from at least 3 different vendors. For products, current online pricing and catalogs can be used for quotes.
- b. If the quotes exceed ~~\$49,999.99~~, proceed to ~~Page 6, Procedure for \$5000-10,000~~ to Florida's statutory amount.
- c. If quotes are less than ~~\$5000~~10,000.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes ~~and reference checks~~ to the information provided in Step 1. ~~a~~Above, and submit this information to the Board at the next regular meeting.
- d. DM and Board Chair confer and Chair selects vendor if in the judgment of the DM and Chair such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors. If the purchase can wait until the next scheduled Board of Supervisors meeting, The the purchase shall be placed on the next Board agenda and the Board will ~~consider the request at a public meeting and then~~ either:
  - i. select a vendor and authorize purchase, or
  - ii. deny the purchase, or
  - iii. request further information or quotes.
- e. DM ensures that ~~Board's Chair's or Board's~~ decision is carried out.

~~3. Requestor receives goods/services and invoice.~~

- ~~4. Requestor verifies invoice, processes and submits invoice to Accounts Payable.~~
- ~~5. Accounts Payable audits the invoice prior to processing payment.~~
- ~~6. Finance Department issues a payment to the vendor for the goods/services provided.~~



**C. Procurement for service or product between \$~~10,000.00~~<sup>5000.00</sup> and the Florida's statutory amount requiring formal, ~~sealed, competitive bidding~~ competitive solicitation.**

1. First, provide to the DM the following:

- a. a brief written reason this purchase is needed, including any emergency circumstances; and
- b. for a product, a detailed Specifications of that product, if requesting services, the Scope of Work which will be provided to each vendor in obtaining quotes. The Scope of Work shall be developed by the District Engineer if the service involves any transportation or drainage work; and
- c. estimated cost of purchase; and
- d. budget line item of funds to be used for this purchase; and
- e. desired 'deliver by' date; and
- f. backup documentation (if applicable) to the request to assist in the approval process, such as;
  - i. if sole source, explain why.
  - ~~ii. if emergency, explain emergency.~~
  - ~~iii. if piggyback procurement, name of governmental entity that completed the original vendor selection and their contact info and assurance that piggyback is authorized;~~
  - iv. ii. Board approval date and terms (if applicable).

2. Then, if the DM approves moving forward with the purchase:

- a. The Requestor in cooperation with the DM will request quotes and references from all vendors on the District/DM's Central Florida Vendor List and any virtual vendor list in use in order to attempt to obtain quotes from at least 3 different vendors.
- b. If the quotes exceed Florida's statutory amount requiring formal, ~~sealed, competitive biddingsolicitation~~, proceed to the statutorily mandated process.
- c. If quotes are less than Florida's statutory amount requiring formal, ~~sealed, competitive biddingsolicitation~~, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to information provided in 1. above, and, except in cases of emergency, submit this information to the Board at the next regular meeting.
- d. Except in cases of emergency, The Board will consider the request at a public meeting and then either:
  - i. select a vendor and authorize purchase, or
  - ii. deny the purchase, or
  - iii. request further information or quotes.
- d. DM ensures that Board's decision is carried out. If a case of emergency, the DM shall ensure the Chair's decision is carried out.

~~3. Requestor receives goods/services and invoice.~~

4. ~~Requestor verifies invoice, processes and submits invoice to Accounts Payable.~~
5. ~~Accounts Payable audits the invoice prior to processing payment.~~
6. ~~Finance Department issues a payment to the vendor for the goods/services provided.~~

## **Subsection 3D(ii)**

### **Resolution 2024-06**

**RESOLUTION 2024-06**

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

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

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

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

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

**Section 1. Payment of Expenses.**

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

1. The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
2. The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

**B. Non-Continuing Expenses.** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required or appropriate for the District to maintain orderly, efficient and effective operations, maintenance and replacement of the



District's facilities and infrastructure, 2) required to provide for the health, safety, and welfare of the residents within the District; or 3) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$500.00 with approval of the Property Manager; and
2. Non-Continuing Expenses Not Exceeding \$5,000.00 with approval of the District Manager; and
3. Non-Continuing Expenses Not Exceeding \$10,000.00 with approval of the District Manager and Chair of the Board of Supervisors, if in the judgment of the District Manager and Chair such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors.

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

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

**C. Emergency Expenses.** For emergency expenses exceeding the authorization in section 1.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to Florida law, the Board hereby authorizes the disbursement of funds in any amount necessary to address any emergency condition affecting the District, but only with the prior written approval of (i) the District Manager and (ii) the Chair of the Board of Supervisors, or in his or her absence, the Vice Chair, or in his or her absence, the Secretary or any Assistant Secretary of the District. For purposes of this Resolution, the term "emergency expense" means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District's interest in a

project already in progress, or will create an undue hardship on the public health, safety, or welfare.

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

**Section 3. Procurement Policies and Procedures.** The Procurement Policies and Procedures attached hereto as **Exhibit A** are hereby adopted. **Exhibit A** supersedes all procurement policies and procedures previously approved by the District.

**Section 4. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 5. Effective Date; Conflicts.** This Resolution shall take effect upon the passage and adoption by the Board, and shall remain in effect unless rescinded or repealed. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

Introduced, considered favorably, and adopted this 25<sup>th</sup> day of January, 2024.

ATTEST:

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice Chairman

Exhibit A: Procurement Policies and Procedures

**Exhibit A****PROCUREMENT POLICIES AND PROCEDURES****PROCUREMENT POLICIES**

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

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

**I. REQUIREMENTS FOR ALL PROCUREMENTS**

- Ensure tax is not included in the quoted price.
- Due diligence to obtain the best price is required no matter the purchase price.
- If the required number of quotes are not obtainable due to lack of vendor interest/response, provide the reason in writing to the DM when submitting the quotes.
- All invoices issued to the District must comply with section 218.70-218.77, Florida Statutes, Prompt Payment Act governing payment for goods or services by government agencies.
- Any agreement that obligates the District for a period of more than six (6) months, such as contracting for mobile phone service, contracting for internet services, or ongoing rental or purchase over time of equipment must be approved by the Board and signed by the Chair, regardless of price.

**II. EXEMPTION LIST**

The following expenditures are exempt from the Procurement Procedure:

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

**III. WAIVER OF REQUIREMENTS**

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

#### **IV. BID RIGGING**

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

#### **V. UNAUTHORIZED PROCUREMENTS**

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

Any unauthorized procurement is voidable by the District Board.

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

#### **VI. ENFORCEMENT**

Violation of the Procurement Policies by vendors, may result in contract termination and/or a ban from doing business with the District, at the discretion of the Board.

#### **VII. VENDOR RELATIONS**

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

Any problem with a vendor should be documented immediately in writing giving all details such as date, nature of problem, person contacted, conversations between the District and the vendor. This can be done by keeping a log of the issue and keeping the District Manager copied on the log and up to date of the issues. Documentation must be detailed and immediately recorded.

#### **VIII. CHANGE ORDERS**

Change orders are discouraged and subject to the approval of the Board when the cumulative amount of proposed change order(s) will exceed \$5,000. The District Manager may approve change orders provided the cumulative amount of all change orders on a given contract do not exceed \$5,000.



**PROCUREMENT PROCEDURES**

1. The District's need for a service or product is identified by the Board, Field Services Manager, District Engineer, or the District Manager (DM).
2. If the Board is the entity that identifies the need, the Board will assign either the District Manager, District Engineer, or Field Services Manager to serve as the Requestor, as appropriate.
3. Requestor determines if this service or product is purchased only once per year or is expected to be purchased more than once in a year.
4. Requestor estimates the annual cost to purchase the service or product.
5. Requestor ensures that sufficient and proper funding is available prior to starting the procurement process.
6. If the annual cost of the service or product is:
  - a) less than \$500.00, then the Requestor may purchase the service or product if the service or product meets a need of the District. Although quotes are not required, prices should be compared to be sure that the best value is being obtained.
  - b) between \$ 500.00 and \$4,999.99, proceed Procedure for \$500.00 to \$4,999.99.
  - c) between \$5,000.00 and \$9,999.00, proceed Procedure for \$5,000.00 to 9,999.99.
  - d) between \$10,000.00 and Florida's statutory amount requiring formal competitive solicitation, proceed to Procedure for \$10,000 to Florida's statutory amount.
  - e) above Florida's statutory amount requiring formal competitive solicitation, follow the statutorily required procurement process.
7. Violation of these procurement procedures by employees or agents of the District, may be grounds for disciplinary actions, contract termination, or other consequences, at the discretion of the Board.

**A. Procurement for service or product between \$500.00 and \$4,999.99 annually**

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed, including any emergency circumstances; and
  - b. estimated cost of purchase; and
  - c. budget line item of funds to be used for this purchase; and
  - d. desired 'deliver by' date; and
  - e. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why (sole source means that the commodity can be legally purchased from only one source.)
    - ii. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor shall attempt to obtain quotes (including, if applicable, shipping, handling, and any fees) from at least 2 different vendors. For products, current online pricing and catalogs can be used for quotes.
  - b. If the quotes exceed \$4,999.99, proceed to Procedure for \$5,000.00 to 9,999.99.
  - c. If quotes are less than \$5,000.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes to information provided in 1. and retain for records.
  - d. Requestor and DM confer and select vendor.
  - e. Purchase is made.

**B. Procurement for service or product between \$5,000.00 and \$9,999.99 annually.**

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed, including any emergency circumstances; and
  - b. if requesting services, a scope of work to be provided to each vendor in obtaining quotes; and
  - c. estimated cost of purchase; and
  - d. budget line item of funds to be used for this purchase; and
  - e. desired 'deliver by' date; and
  - f. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why,
    - ii. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor shall attempt to obtain quotes (including, if applicable, shipping, handling, and any fees) from at least 3 different vendors. For products, current online pricing and catalogs can be used for quotes.
  - b. If the quotes exceed \$9,999.99, proceed to Procedure for \$10,000 to Florida's statutory amount.
  - c. If quotes are less than \$10,000.00, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes to the information provided in Step 1. above.  
and submit this information to the Board at the next regular meeting.
  - d. DM and Board Chair confer and Chair selects vendor if in the judgment of the DM and Chair such Non-Continuing Expense is required to be addressed before the next scheduled meeting of the Board of Supervisors. If the purchase can wait until the next scheduled Board of Supervisors meeting, the purchase shall be placed on the next Board agenda and the Board will either:
    - i. select a vendor and authorize purchase, or
    - ii. deny the purchase, or
    - iii. request further information or quotes.
  - e. DM ensures that Chair's or Board's decision is carried out.

**C. Procurement for service or product between \$10,000.00 and Florida's statutory amount requiring formal competitive solicitation.**

1. First, provide to the DM the following:
  - a. a brief written reason this purchase is needed, including any emergency circumstances; and
  - b. for a product, a detailed Specifications of that product, if requesting services, the Scope of Work which will be provided to each vendor in obtaining quotes. The Scope of Work shall be developed by the District Engineer if the service involves any transportation or drainage work; and
  - c. estimated cost of purchase; and
  - d. budget line item of funds to be used for this purchase; and
  - e. desired 'deliver by' date; and
  - f. backup documentation (if applicable) to the request to assist in the approval process, such as;
    - i. if sole source, explain why.
    - ii. Board approval date and terms (if applicable).
2. Then, if the DM approves moving forward with the purchase:
  - a. The Requestor in cooperation with the DM will request quotes and references from all vendors on the District/DM's Central Florida Vendor List and any virtual vendor list in use in order to attempt to obtain quotes from at least 3 different vendors.
  - b. If the quotes exceed Florida's statutory amount requiring formal competitive solicitation, proceed to the statutorily mandated process.
  - c. If quotes are less than Florida's statutory amount requiring formal competitive solicitation, provide the DM with the quotes obtained and any information that would have bearing on the selection of the vendor. DM will attach copy of quotes and reference checks to information provided in 1. above, and, except in cases of emergency, submit this information to the Board at the next regular meeting.
  - d. Except in cases of emergency, the Board will consider the request at a public meeting and then either:
    - i. select a vendor and authorize purchase, or
    - ii. deny the purchase, or
    - iii. request further information or quotes.
  - e. DM ensures that Board's decision is carried out. If a case of emergency, the DM shall ensure the Chair's decision is carried out.



## **Subsection 3E**

**District Manager:  
Inframark**

## **Subsection 3E(i)**

# **Audit Engagement Letter**



**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

November 14, 2023

Harmony Community Development District  
Inframark Infrastructure Management Services  
210 N University Drive, Suite 703  
Coral Springs, FL 33071

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that Berger, Toombs, Elam, Gaines and Frank (“we”) audit the financial statements of Harmony Community Development District, (the “District”), which comprise governmental activities and each major fund as of and for the year ended September 30, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2023, and thereafter if mutually agreed upon by Harmony Community Development District and Berger, Toombs, Elam, Gaines and Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

Harmony Community Development District  
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- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.





Berger, Toombs, Elam,  
Gaines & Frank  
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## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



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Gaines & Frank  
Certified Public Accountants PL

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- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this engagement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## Reporting

We will issue a written report upon completion of our audit of Harmony Community Development District's financial statements. Our report will be addressed to the Board of Harmony Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

## Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Harmony Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with an Inframark Accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report, which must be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by March 1, 2024, and if the draft is timely reviewed by Management, the District shall receive the final audit by March 31, 2024.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

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### **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2023 will not exceed \$4,600, unless the scope of the engagement is changed, the assistance which of Harmony Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Harmony Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Harmony Community Development District, of Harmony Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants P.L.

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### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Harmony Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Harmony Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Harmony Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this engagement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Harmony Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, of Harmony Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Harmony Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Harmony Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.





Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants P.L.

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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam  
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

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6815 Dairy Road  
Zephyrhills, FL 33542

813.788.2155  
[BodinePerry.com](http://BodinePerry.com)

### Report on the Firm's System of Quality Control

To the Partners of  
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER\_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED NOVEMBER 14, 2023)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**INFRAMARK  
INFRASTRUCTURE MANAGEMENT SERVICES  
210 NORTH UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FL 33071  
TELEPHONE: 954-603-0033  
EMAIL: \_\_\_\_\_**

**E-VERIFY REQUIREMENTS.** Auditor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Auditor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Auditor has knowingly violated Section 448.091, Florida Statutes.

If the Auditor anticipates entering into agreements with a subcontractor for the Work, Auditor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Auditor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Auditor has otherwise complied with its obligations hereunder, the District shall promptly notify the Auditor. The Auditor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Auditor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.



By entering into this Agreement, the Auditor represents that no public employer has terminated a contract with the Auditor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**Auditor: J.W. Gaines**

**District: Harmony CDD**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title: Director**

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

**Date: November 14, 2023**

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

## **Section 4**

# **Business Items**

# **Subsection 4A**

## **Resolution 2024-02**

Resolution 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS RECOGNIZING THE CONTRIBUTIONS OF MARYLIN ASH-MOWER.

**WHEREAS**, the Harmony Community Development District (“District”) is a special-purpose District created by law and established by the Board of County Commissioners of Osceola County, pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is a special-purpose local government, charged with the sole duty and responsibility of managing the works of the District, including designing, financing, constructing, and operating capital infrastructure to support Harmony, a planned community in Osceola County, Florida; and

**WHEREAS**, the major function of the District was and is the pin-pointed management of the works of the District; and

**WHEREAS**, Marylin Ash-Mower invested time and energy in serving the Harmony community in various capacities; and

**WHEREAS**, under Ms. Ash-Mower’s vision, leadership, and management, she facilitated the community garden for many years, worked with water monitoring in the District’s ponds, and single-handedly refurbished the human sundial sign; and

**WHEREAS**, few residents have shown such long-term dedication, effort, and care in the Harmony community; and

**WHEREAS**, the Board finds it fitting and proper that official recognition be given to Ms. Ash-Mower for her service and dedication to the Harmony community;

**NOW, THEREFORE, BE IT RESOLVED**, that the members of the Board of Supervisors of the Harmony Community Development District, for and on behalf of themselves and on behalf of the District, express their appreciation and gratitude to Ms. Ash-Mower for her efforts and contributions to the ongoing success of the Harmony community.

UNANIMOUSLY APPROVED and EXECUTED this 21<sup>st</sup> day of December, 2023.

|   |   |   |
|---|---|---|
| <u>Daniel Leet, Seat 1, Vice Chairman</u> | <u>Joellyn Phillips, Seat 2, Supervisor</u> | <u>Kerul Kassel, Seat 3, Supervisor</u> |
| <u>Lucas Chokanis, Seat 4, Supervisor</u> | <u>Mark LeMenager, Seat 5, Chairman</u>     | <u>Angel Montagna, Manager</u>          |

## **Subsection 4B**

# **Proposal from SÖLitude**



**SERVICES CONTRACT**

CUSTOMER NAME: Harmony CDD

SUBMITTED TO: Lynn Hayes

CONTRACT DATE: 11/28/2023

SUBMITTED BY: Alan Wilson

SERVICES: One Time Cattail/Primrose Cleanup of Pond P11-1

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The total fee for services is **\$7000.00.** Price is valid for 60 days from the contract date. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖlitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Services Contract  
Page 4 of 6



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Harmony CDD

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

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

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

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

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

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

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

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

**Please Remit All Payments to:**

**Customer's Address for Notice Purposes:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

## **SCHEDULE A - SERVICES**

This proposal is for the spraying and removal of cattail and primrose willow from pond P11-1 (pond 5 on the attached map) located within Harmony CDD. The cattail and primrose will be sprayed with aquatic approved herbicides approximately 3-7 days before the cleanup is scheduled. The cattail and primrose will be flush cut down to the ground and then removed off site.

### Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



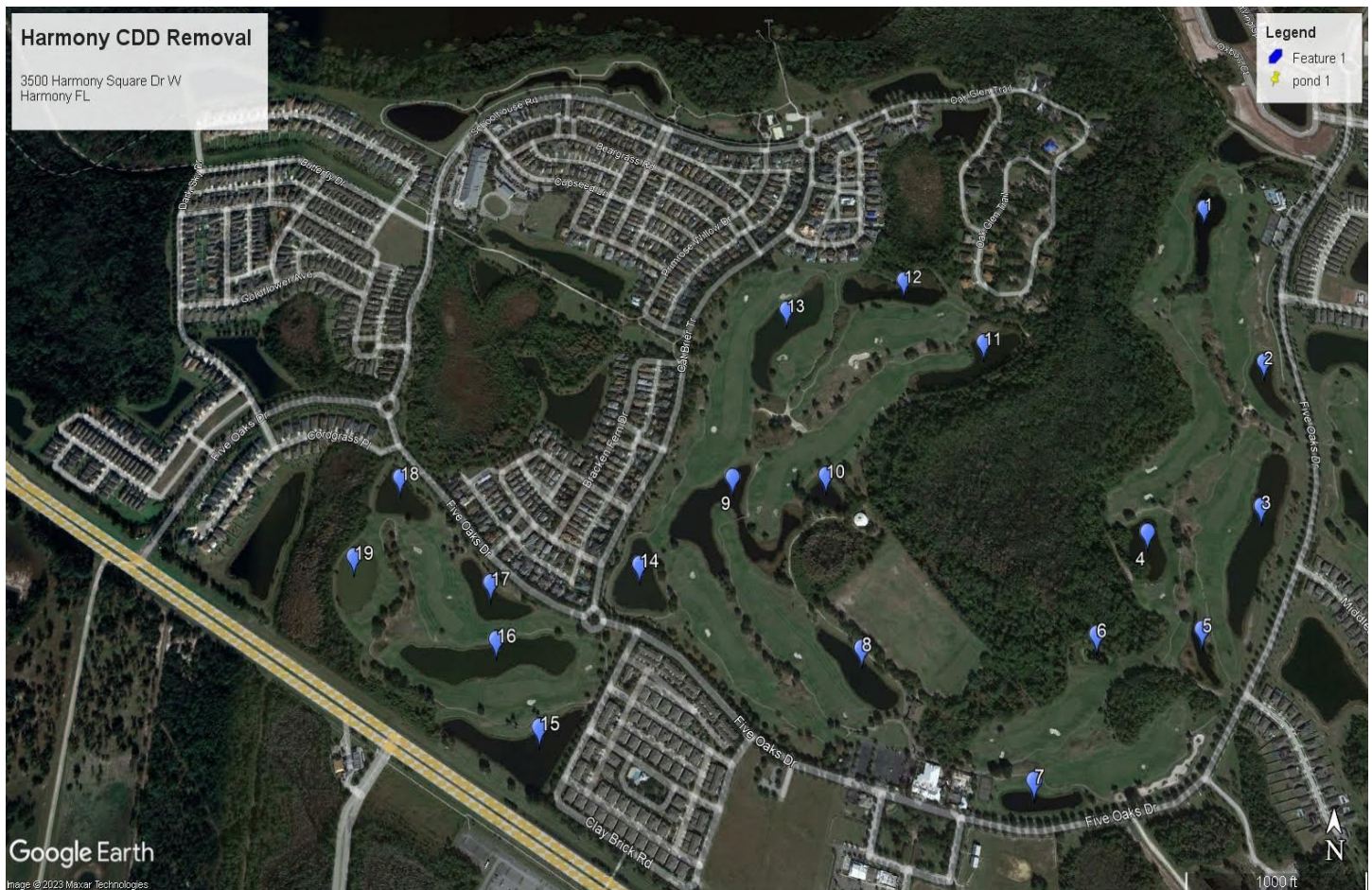
- c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
- d. Compliance with any other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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## **Subsection 4C**

# **Lakefront Parking Lot**

# CARBON

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## **Section 5**

# **Consent Agenda**

# **Subsection 5A**

## **Minutes**



**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District (“CDD”) was held Thursday, November 30, 2023, at 6:00 p.m. at the Jones Model Home, 3285 Songbird Circle, Saint Cloud, FL 34773.

Present and constituting a quorum were:

|                  |               |
|------------------|---------------|
| Mark LeMenager   | Chairman      |
| Daniel Leet      | Vice Chairman |
| Lucas Chokanis   | Supervisor    |
| Kerul Kassel     | Supervisor    |
| Joellyn Phillips | Supervisor    |

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

|                                     |  |
|-------------------------------------|--|
| Angel Montagna ( <i>via phone</i> ) | District Manager, Inframark            |
| Lynn Hayes                          | District Manager, Inframark            |
| Michael Eckert ( <i>via Zoom</i> )  | District Legal Counsel, Kutak Rock     |
| David Hamstra                       | District Engineer, Pegasus Engineering |
| Jorge Baez                          | Field Supervisor, Inframark            |
| Nick Lomasney                       | Benchmark Landscaping                  |
| Kerry Satterwhite                   | Area Field Manager, Inframark          |
| Residents and Members of the Public |  |

*This is not a certified or verbatim transcript but rather represents a recap of the discussions and actions taken at the meeting. The full meeting recording is available in audio format upon request. Contact the District Office for any related costs for an audio copy.*

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

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

Mr. Leet called the roll and indicated a quorum was present for the meeting.

**SECOND ORDER OF BUSINESS**                      **Audience Comments**

Mr. Leet stated we ask you keep your comments to three minutes. We will try not to interrupt or interject or have any back and forth. We prefer you address an item that is on the agenda. Otherwise, we can take your concern and have it put on an agenda for a future meeting if it is not addressed tonight.

Mr. LeMenager stated one thing struck me going through the minutes for this meeting. I believe Mr. Leet made a comment about the CDD having to approve the plat. I would simply like to point out that you do not have to. The Florida Legislature put approval of the plat in the CDD’s hands. I am not sure the CDD ever told the developer that we are not going to approve the plat. I certainly told Starwood Land Ventures that, and it actually got some action. Do not assume that this five-

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story building has to be approved. You have the power, and the Florida Legislature put it in the law. It might be a nice time to test it.

Ms. Donna Bruno stated I purchased a home here specifically because they said I was allowed to park an RV, which is for a legal handicap. I have a medical condition that requires things be kept in the vehicle, and they said I would be able to park it. I paid the money to them. I have a copy of it if anyone wants to see, to the homeowners association (“HOA”) at the time. That is who was collecting it. They have given refunds. The road caved in. I was not allowed to park. I paid the money but did not get one day of parking. They were refunding money. Other people have received it. A gentleman across the street received a refund. I have been trying since February to get it back. I have never been able to park one day. It caused me a hardship. Rocker’s Lockers is full, and I could not rent there. I had to purchase a piece of property in an RV park in order to park that vehicle which has a legal handicap tag on it. I do not know if I am being discriminated against because I am a woman or whatever. Other people have received a refund, but I have not received a refund back.

Ms. Kassel stated we will talk about this later on the agenda because this is not a back and forth here, but we have made a note. I do have a question. From whom did these people that you know of get a refund? Is it from the Harmony Residential Owners Association (“HROA”) that this check is made out to?

Ms. Bruno stated they said the HOA paid the funds. I called HOA Solutions, and they said they gave my funds to the CDD. And that is who I should get the money from. That is how I was instructed in February. I am getting the runaround. I do know people who have received a refund.

Mr. Joseph Janeczek stated I have a statement that I will read. I see I am not the first one to comment on the trees on Oak Glen Trail because it is on the agenda, so I will skip that. The Buck Lake location for the community maintenance facility seems to be the way the Board is leaning. I have been out there a couple times looking at where it is going to be, and I hope the Board has taken the following things into consideration before making a final decision because it may add costs in the long run. First of all, the side is not level. It may have to be leveled before using or getting Osceola County (“County”) approval. The slab is actually lower than much of the surrounding area, which means it will need a lot of soil and water diversion work to keep it from flooding during rain events. The sidewalk on the southwest corner actually drains onto the pad. The last couple items I am sure the topography will confirm. The slab itself, do you know the thickness or the PSI of the concrete? Will the County even approve using this pad for the anchoring of a building? Steel buildings usually require cable bracing for a specific concrete thickness and

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PSI strength before they will warrant that the building and the anchor pins will hold. Has that been considered using that pad? If the slab does not meet the building requirements on the part of the manufacturer or the erector, the slab may have to be removed and replaced. The slab itself is within several feet of the trail to Buck Lake. If you are going to try to hide the building with bushes as stated in other meetings, it is likely that trail will have to be moved. It is things like that I noticed. Another item is Five Oaks Drive flooding, which may have been talked about at the last meeting that I did not attend but I read the minutes. I noticed proposal #1386 was approved to have someone come in and jet the pipes and see if that would help unclog them. That was one of my comments. I would recommend you add it, unless it is already in the proposal to have the person jetting it also create a map if you do not have a map of the lines where the pipes go. It is fairly easy for them to do at the same time, and they can also give you elevations of the inlets and outlets. My guess is there has been a lot of filling of the ponds during the last six years that I have lived in Harmony. Maybe it just needs to be cleaned out at the end, but then again, it may go from each of the pipes from pond to pond, as well. It might be clogged just because the sediment has built up. I have a general comment. I was reading the agenda for October, and I had to check a couple times to make sure it was not the September meeting because you go over the same things time and time again. It is a waste of your time, and things are not getting done because the same thing is repeated and repeated. I do not know what can be done about it, but it is something I noticed. I am sure it frustrates you, as well.

Ms. Kassel asked did we not rescind that vote and we are just waiting to hear about Cat Brier Trail?

Mr. Lynn asked the CCTV? I would defer to the engineer.

Mr. Leet stated it will be addressed in his report.

Ms. Marylin Ash-Mower stated I am speaking on behalf of the garden committee. I do not know if this is an informational item for the Board or not, but Mr. Dan Heck, Mr. Lomasney, and I have been talking about that area down in the garden behind the fence where they are putting tree cuttings and so forth. We were talking that the garden could use those chippings from the tree branches to put on the paths of the garden. What Mr. Lomasney has come up with is, he felt it would be easier to bring in a chipper and chip all those branches instead of hauling them out of there, and then leave us the chippings. Also, the committee has been talking about composting because the recycling center no longer delivers us any of the compost soil. Mr. Lomasney drew up some plans, and I have copies for you.

Ms. Kassel asked are you making a request of the CDD?

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109 Ms. Ash-Mower stated if there are no objections, we would like to move forward with that.

110 Ms. Kassel asked is it on CDD property?

111 Ms. Ash-Mower stated yes, it is part of the garden.

112 Ms. Kassel asked what are you asking of us?

113 Mr. Lomasney stated she is asking for approval to use the cuttings from the tree trimmings to  
114 use for the garden.

115 Ms. Ash-Mower stated it is to work with the landscaper to mutually benefit one another. My  
116 understanding was that code enforcement wanted you to get rid of that area down there.

117 Ms. Kassel stated that is a question, and I am not sure what this represents.

118 Ms. Ash-Mower stated that is behind the fence with the green covering on it. If you go down  
119 where the storage area was and look to your left, there is a sliding gate and a big fence.

120 Mr. Leet stated the gate is for the RV lot.

121 Ms. Ash-Mower stated yes, no equipment, nothing will be down there, just plant material. We  
122 used to put all our plant material for the garden in the dumpster, and we were requested not to do  
123 that because it fills up the dumpster too quickly. We thought it would be a good place to dump it  
124 and start composting in there.

125 Ms. Kassel stated we need to find out who to contact to find out if the County will let us do  
126 that onsite. I would think so because it is a garden thing, but I think we just need to make sure. I  
127 do not even know who to contact, but I am sure Mr. Hayes can find out.

128 Mr. Hayes stated yes, I am sure it is the same folks we have dealt with for code enforcement.

129 Ms. Ash-Mower stated I just wanted everyone on the same page for that. My next question is  
130 the garden shed that has been approved. Has a start date been set? When will that area down there  
131 be cleaned up from the debris? The other thing I noticed coming out of the garden is that the road  
132 is beginning to washboard after the gas line company was in there. They brought in a bunch of  
133 stones and dumped them down at the back end. I have a gardener who knows how to operate a  
134 front-end loader, and I want to know if we have permission to use that to move this crushed stone.

135 Ms. Kassel stated field services would need to do that. I do not think we can have a resident  
136 use CDD equipment.

137 Ms. Ash-Mower asked does field services have the time to do it?

138 Ms. Kassel stated we can find out during the field services report later on the agenda. We are  
139 not supposed to have a back and forth during audience comments.

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Ms. Kim Capano stated I do not live here. I am with a builder, Hartizen Homes, and we have a townhome community coming up at the entrance of Heron Drive. I am not sure if you have seen that taking place.

Mr. Leet stated that item is on the agenda for tonight.

Ms. Capano stated our request was to see if we could have access to the recreation center for photography and videography that we can use for advertising purposes on our website. Also, if we could have signage that is respectable throughout the community to advertise in the community.

Mr. Leet stated we will discuss that further at that agenda item.

Mr. Timothy Dwyer stated my comment relates to the action item on the agenda for signs for Billy's Trail. The agenda shows a sign being put up at the south end. Just to update you, we have also installed a sign on the north end of CDD property and also several guideposts or trail markers in between to encourage people to stay on CDD property.

Ms. Kassel stated thanks for your work; it is much appreciated.

### **THIRD ORDER OF BUSINESS**

#### **Administrative Matters**

##### **A. Appointment for Seat 5 Unexpired Term**

Mr. Leet stated the unexpired term runs through November 2024. We received three qualified applicants: Mark LeMenager, John Valldejuli, and Melissa Thomas. Mr. LeMenager is here in person. I do not know if Mr. Valldejuli is here in person or on the Zoom call.

Ms. Kassel stated if you are on Zoom, you will want to unmute yourself.

Ms. Melissa Vrobel stated Vrobel is my married name. I have lived here for 16 years and started as Thomas.

Mr. Leet stated two applicants are here in person. Mr. LeMenager sent a brief résumé. I do not know if Ms. Vrobel has any materials or want to introduce yourself briefly.

Ms. Vrobel stated I can introduce myself. I did not know what was required because I am not on Facebook.

Mr. Leet stated the requirements are to be a registered voter within this voting precinct, registered to vote, reside within the CDD boundary, and willing to serve.

Ms. Vrobel stated I have lived here since 2006. I had brief pauses where I went to a different state for a promotion. I am a big fan of Harmony, and I think everyone should serve. I want to serve. When the opportunity was brought to me, I thought I would throw my name in the ring. My background, I am a chemical engineer. I am very logical. I am very good at problem solving, so I think I could be a benefit, especially being an outside voice of someone who has not been ingrained with everything going on. I did read last month's minute, but other than that, I am pretty new to it



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174 all. I have been a resident, and I am happy to spend time with Harmony residents. I think it is time  
175 to get a little more involved in how things are shaping up in the town.

176 Ms. Kassel stated I would like to interview each candidate.

177 Mr. Leet stated yes, after introductions, we will have time for the Board to ask questions of  
178 any of the candidates that are here.

179 Mr. LeMenager stated I have been here since 2008 and somehow managed to get elected to  
180 the CDD Board that very same year. I served as a Supervisor for eight years. In fact, Ms. Kassel  
181 and I were the very first non-developer Supervisors. In terms of why I am running, to be perfectly  
182 honest, when I read the qualifications of the other candidates, my initial reaction was you would  
183 have to be nuts not to take this guy. But I see he is not here. Another former Supervisor encouraged  
184 me to come and speak about experience. I sometimes feel that there is too much done trying to  
185 reinvent the wheel. There are not new problems, just different problems. For things we had to  
186 address in the past, we came up with solutions. That was the main thing. As I said to Ms. Kassel  
187 when she interviewed me, I am 72 years old and fully retired, and frankly, life is a little boring. I  
188 figured I needed a challenge to get going again.

189 Mr. Leet stated I think we can interview them from their seats.

190 Mr. Hayes stated yes, as long as they can be heard and the Board is okay with it. The Board  
191 can ask them questions at this time and follow that by any discussion. Keep in mind, you have a  
192 couple candidates who are here tonight, but you do not have to make a decision this evening. You  
193 could push this back another 30 days to see if you get more candidates. Just food for thought.

194 Ms. Kassel asked are we sure the microphone will be able to hear Ms. Vrobel from where she  
195 is?

196 Mr. Hayes stated I have no issue with it. I will ask them to come to the table just to make sure.

197 Ms. Kassel stated Ms. Vrobel and I have known each other for years and years. The agenda is  
198 typically a couple hundred pages long. It is that way every month. There are at least 150 to 200-  
199 plus pages of the main agenda, and there is another 60 pages or more—89 pages this month—of  
200 invoices to review. You have about a week or less to do that. Number one, this is not just a  
201 thankless task to be a CDD Board member, but it has gotten to be good deed well punished, so you  
202 need to have thick skin if you are going to serve. I am putting that out there for everyone. Also, it  
203 is a lot of work in a short period of time, and our meetings can be three-plus hours long. I think  
204 one was almost four hours recently. I know that you will be here some of the year but not all of  
205 the year, but it is a full-year term. Maybe answer the question of the load of work in a limited  
206 period of time. It is pretty much the same time every month except November and December

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207 because our meetings are not always the last Thursday of the month. Also answer how you will  
208 handle when you go to Buffalo.

209 Ms. Vrobel stated as I understand it, I can attend meetings via Zoom, which I do most of my  
210 work as a consultant. I work from home, so I am always on Zoom or Teams. I am very comfortable  
211 with that. I saw the agenda and the many, many pages. I think that is part of the service. As far as  
212 thick skinned, I have worked with all male engineers for over 30 years, so I do not think I will  
213 have a problem with that.

214 Mr. Chokanis stated I am an electrical engineer. Can you tell me about your engineering history  
215 and what you did?

216 Ms. Vrobel stated yes, I graduated from Penn State in 1997, and I worked in manufacturing as  
217 a senior engineer and research and development engineer. I moved onto software. I was hired by  
218 Autodesk, a firm out of San Francisco, for autoCAD electrical and other autoCAD products. I  
219 worked there for 15 years and then started my own consulting company. I have been doing that  
220 ever since. I work from home, even when I worked for Autodesk, I was a solution architect,  
221 bringing people together and coming up with a common workflow and executing it.

222 Ms. Kassel stated another thing that Mr. Janeczek mentioned is that as a local government, we  
223 are laboring under a lot of legal requirements, which often means things are tabled from meeting  
224 to meeting or things take a much longer time than they would in the regular business world. That  
225 can cause a lot of frustration. You have to be okay with the fact that things will move slowly.

226 Ms. Vrobel stated I have lived here for 16 years, and I am used to that.

227 Ms. Phillips stated we are not allowed to talk with each other between meetings. Everything  
228 we say has to be here.

229 Ms. Vrobel stated I was not aware of that.

230 Ms. Phillips stated it is the Sunshine Law.

231 Ms. Vrobel asked so no ranting on Facebook?

232 Mr. Hayes stated no.

233 Ms. Vrobel stated good thing I do not have an account.

234 Ms. Phillips stated regarding the Facebook group, that is a private group by one individual.  
235 Anyone can start a private group on Facebook, but that is not an official channel or means of  
236 communication from the CDD. We cannot have a Facebook group page because the Americans  
237 with Disabilities Act because it would have to be in a format where people can use it. But we do  
238 have a website, [www.HarmonyCDD.org](http://www.HarmonyCDD.org). All the information about running for office was on  
239 there. I am saying this because I want everyone to hear it, and I wish we had more people here.

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240 We have a new website, and Mr. Hayes has put in so much work to get it up and running. If you  
241 are looking for real information, please use the website. I am not on Facebook, either. I have an  
242 account, but I do not participate in the Harmony group. I just use it for gmail.

243 Ms. Kassel stated we had a deadline of November 20, and I wanted to ask the Board about that  
244 because her email came in on the 22<sup>nd</sup>. Mr. Hayes was saying we do not have to decide tonight but  
245 we can extend the deadline. My sense is, a number of people are dissatisfied with the Board and  
246 the Board's decisions and have said they are going to run for office when the opportunity arises.  
247 But we do not see them here tonight. Personally, I hesitate to offer a longer time period for people.  
248 If they were serious, they would have provided it. This will be up to the Board to decide on this.  
249 Since we are interviewing Ms. Vrobel, there is an implicit acceptance that we are accepting her  
250 late, overdue application.

251 Ms. Vrobel stated I wanted to apologize; I was not aware of the deadline.

252 Mr. Chokanis asked you have lived here 16 years?

253 Ms. Vrobel stated longer than that, since 2006.

254 Mr. Chokanis stated I do not know if you are aware, but I am recently new, too. I became a  
255 Board member in April 2023 or thereabouts. I have been a resident since 2013, and the Board  
256 members asked me why I waited so long to apply. That is my question to you, 16 years as a  
257 resident, why are you now interested in joining the Board?

258 Ms. Vrobel stated things slowed down for me a bit for my husband and me. He is working in  
259 Buffalo, so I am here fulltime, and I have time to do this now. Also, I know good people who have  
260 been on the Board. I have not been too concerned, but I think it is more the growth around us that  
261 has me more concerned. I am a huge fan. A friend and I said we were going to run for Mayor if  
262 Harmony ever has that opportunity. We have always been huge supporters of Harmony, but I think  
263 it is critical for us as we are getting closed in to make sure we keep this Harmony special.

264 Mr. Chokanis asked do you have any government experience?

265 Ms. Vrobel stated other than politics, no. I love watching political television shows.

266 Mr. Leet stated Ms. Teresa Kramer, who resigned at the end of last month's meeting, was our  
267 Chairman. The position of Chairman is not tied to any one seat. After we appoint someone to fill  
268 that seat, the next step will be to designate officers, including Chairman and Vice Chairman. The  
269 Chairman has more responsibilities, working much more with Inframark, our management  
270 company. Even people who have lived here a long time might say, there is an HOA and a CDD.  
271 How familiar are you with the responsibilities of the CDD and maybe some of the working parts—  
272 attorney, engineer, manager, field services—from living here 16 years and the agendas you have

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273 looked at? What is your familiarity level with that, and do you have any interest at all in perhaps  
274 serving as Chairman or Vice Chairman?

275 Ms. Vrobel stated I would say no for Chairman or Vice Chairman. I have a good understanding  
276 of the split between the HOA and the CDD, just from being here. When you call one, they will say  
277 it is the other's responsibility, but when you call then, they will say to call the post office. I am  
278 sure we have all gone through that. Being new to the Board, that is not something I would take on.  
279 I would be here to serve in any way possible.

280 Mr. Leet asked what is your favorite trail?

281 Ms. Vrobel stated I do not go on the trails; I go on the sidewalks. My husband thinks that is  
282 the best thing, to walk out your front door, turn left or right and walk for 13 miles. I used to run,  
283 but I do not do that much anymore. I can walk six or eight miles in flip flops.

284 Ms. Phillips stated I was going to bring up that Mr. Chokanis and I are on the Board until  
285 November 2026. Seat 5, Ms. Kassel, and Mr. Leet serve until November 2024. I looked it all up  
286 today. When I came on the Board, there was a vacancy, and I was the only person who came  
287 forward. I was not sure I was going to continue, but I was going to start because an election was  
288 coming up, yet no one ran against me. I was so excited to see my name on a ballot, but they did  
289 not even put it on because I ran unopposed.

290 Mr. Hayes stated to highlight Ms. Phillips's point, whoever is appointed would be filling the  
291 remainder of the term to November 2024. Once we get into election year next year, we will go  
292 through the process of general elections.

293 Mr. Leet stated that is done through the supervisor of elections, and you have to qualify pretty  
294 early, around March or so.

295 Mr. Hayes stated we get that information from them, and they will let us know. The  
296 qualification period is usually in June, but they will be providing that qualification period. As the  
297 manager, I will be announcing that, as well, in meetings to let everyone know exactly when the  
298 qualifying period is to go to the supervisor of elections to complete their forms and get registered.

299 Mr. Leet stated next is Mr. LeMenager.

300 Ms. Kassel stated I reached out to Mr. LeMenager to request a private interview before. I asked  
301 him all the questions I would want to ask. He is interested in serving as Chairman from my  
302 understanding. Are you still interested?

303 Mr. LeMenager stated I must be crazy, but yes. I always wanted to serve as Chairman when I  
304 was on the Board previously.

305 Ms. Phillips asked I take it you are retired from working?

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306 Mr. LeMenager stated I am done. I was really at the end of my real estate career. Then I fell  
307 and broke my back. Two weeks later, the pandemic started. I missed the beginning of the pandemic  
308 because I was flat on my back in the guest bedroom for two months. I am really retired now.

309 Ms. Phillips asked so you have lots of time to devote to us?

310 Mr. LeMenager stated yes, actually, I do.

311 Ms. Phillips stated of course, you are already familiar with what the CDD is and what we own  
312 and what we have to take care of and budget restraints and so forth.

313 Mr. LeMenager stated I must admit that what we own always seemed like a moving target. I  
314 understand we have done some maps now and we have a really good handle on it. Back when I  
315 was on the Board, I am not sure we knew exactly what we owned.

316 Ms. Phillips stated developers left a lot of little spots.

317 Ms. Kassel stated we were deeded things that we did not agree to be deeded. The tax assessor  
318 had some things that were not correct.

319 Mr. Chokanis stated you said you began as a Board member in 2008. After eight years, what  
320 was the reason for you leaving?

321 Mr. LeMenager stated I lost in the election.

322 Mr. Chokanis stated so you were voted out. You have always wanted to be a Board member.

323 Mr. LeMenager stated I ran in four elections. I won two, and I lost two. The last person who  
324 beat me, quit.

325 Mr. Leet stated that person beat me, as well. The first time I ran was 2018, and he had been on  
326 the ballot with Mr. LeMenager and me. Mr. Mike Scarborough won that election, and he resigned  
327 some years later. Mr. LeMenager has been on the Board before and would have been again. It was  
328 not for a lack of trying.

329 Ms. Kassel asked do you want to tell us about your business background?

330 Mr. LeMenager stated sure, I was a little short in my application. I have always considered  
331 myself basically a business analyst. I graduated from college with an honors degree in math. I  
332 started out as an actuary and switched to administration. I was head hunted and met a senior  
333 executive that I had to work for. I just had to work for this guy, so I took that job. I had the  
334 opportunity to do one project to go to Europe to fix something. I really enjoyed it. I came back and  
335 said I would be interested in going to Europe. Eight months later, they asked if we wanted to go to  
336 Europe for 18 months, and we stayed 18 years. I ended up as founder and president of our operation  
337 in Poland. We had a great time. I always like to say, with some truth, I am usually the smartest guy  
338 in the room with the worst social skills. That is an apt description of me. I once had a boss who



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339 basically said to give it to me because I can figure anything out. Communicating it can be a  
340 different story, as Ms. Kassel knows, having sat next to me for eight years. We came back from  
341 Europe. I have done very well in real estate here. The recession hit, and I realized I had to reinvent  
342 myself again, so I came up with real estate and have done extremely well at it.

343 Ms. Phillips asked even with your limited social skills?

344 Mr. LeMenager stated yes, sometimes you have to move outside your comfort zone, and that  
345 is really what I did. I absolutely forced myself to move outside my comfort zone. I had lots of  
346 wonderful reviews online.

347 Ms. Phillips stated what I was getting at was, I do not think your social skills are as awkward  
348 as you might think they are.

349 Mr. LeMenager stated they are not as awkward as they used to be.

350 Ms. Phillips stated in your application, you said you felt the Board had lost their way. I was  
351 wondering if you could tell me what you meant by that.

352 Mr. LeMenager stated it seems to me that, from afar, since Mr. Steve Berube became  
353 Chairman, there has always been a strong leader. Ms. Kramer, by all accounts, was also a strong  
354 leader. It seems to me that we changed things for the sake of change and not necessarily because  
355 it was broken. If it is not broke, do not fix it.

356 Ms. Phillips asked let us say you get on the Board and became Chairman, are you going to do  
357 it like Ms. Kramer or like Mr. Berube? Or something else?

358 Mr. LeMenager stated hopefully something more in the middle. I always thought I did my best  
359 work on the CDD when I could convince Mr. Ray Walls of something. You do not get farther right  
360 than Mr. Walls, and you can get a little farther left than me, but not much. Yet, we figured out a  
361 way to work together. We both came up with ideas.

362 Ms. Kassel stated that was a different era.

363 Mr. Leet stated you answered my one question already.

364 Mr. Chokanis asked if you are appointed to the Board, is your goal to be the Chairman or Vice  
365 Chairman, or a Supervisor?

366 Mr. LeMenager stated I would love to be Chairman.

367 Mr. Hayes stated when the Board finishes with the questioning and makes an appointment to  
368 fill the seat, then we will ask for nominations and vote for Chairman and then same with Vice  
369 Chairman. At that point, you will have an opportunity to nominate who you would like for  
370 Chairman and Vice Chairman.

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Mr. Leet stated I do not see that Mr. Valldejuli has dialed in. If that concludes all our questions for the two candidates, what is the Board comfortable doing? Do we want to discuss here? Do we want to ask the candidates to leave if we are not comfortable discussing in front of them?

Mr. Chokanis stated I think we should ask the Board if we want to take a vote tonight or wait.

Ms. Phillips stated I think we should vote tonight.

Ms. Kassel stated I agree.

Ms. Phillips stated people had their chance. We have two wonderful candidates. It is not fair to them to extend it if they have complied. That is my opinion to vote on it.

Mr. Chokanis stated I just wanted to make that statement.

Mr. Leet stated I am extremely grateful for everyone. Some of you may not know the history, but before I was ever elected, I would show up to the meetings anyway. I would stream the videos and setup cameras. Bringing new people in is the best possible outcome. I am extremely happy that Ms. Vrobel submitted her name. as I alluded to my interview question for an extremely selfish reason, having served as acting Chairman for a month, that is my ticket out. I signed up to be Vice Chairman and I will not walk away from that. Ms. Kramer resigned, and if that is the Board's position for me to continue, I will happily and to the best of my abilities serve that role. The time it will take to do effectively is not compatible with my day job and time with my family. Mr. LeMenager being willing to serve as Chairman, for extremely selfish reasons appeals to me, possibly even beyond November. It takes hours each month to go over the materials, set things up, attend the meetings, and interact with residents and their concerns. Up to this point, it has been manageable on something that maybe to my family's chagrin I may be willing to continue doing for another term if elected, versus if I end up needing to continue in the role as Chairman, I will do that to the best of my abilities, and you will not see me in December. I cannot say how much I am grateful that Ms. Vrobel has come here as a relative outsider. Regardless of tonight, I would encourage when the next election rolls around to qualify with the supervisor of elections. Just like I have encouraged everyone who has applied for vacant seats, please continue to be involved in that process. I am grateful Ms. Vrobel is here, but for selfish reasons, I would be in favor of nominating Mr. LeMenager for the open seat.

Ms. Kassel stated I have known them both for many years. I appreciate and respect them both very much. It is a hard decision because I do not want to alienate either of you. I think you both bring different but wonderful qualities. Like Mr. Leet, I run a non-profit that is still trying to get off the ground. I do not have the bandwidth to be Chairman, or Vice Chairman, for that matter. My selfish reasons, along with Mr. Leet's, in that, Mr. LeMenager is willing to serve as Chairman.

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As of November next year, I will have served four consecutive terms on the Board. I am hoping someone with a good head on their shoulders might run against me or run for my seat.

Ms. Phillips stated I would vote for Mr. LeMenager.

Mr. Chokanis stated I know Mr. LeMenager has a lot of experience, being a former Board member and in his career. I am a little concerned of you coming on and approaching it, as you mentioned the way Mr. Berube did it and the way Ms. Kramer did it. I would not say they were a dictatorship, but they always tried to convince people to go to their side. You did say you are the smartest guy in the room, so you can take that side. But from my perspective as a younger person, you really need to understand everyone's viewpoint and take that into consideration.

Mr. LeMenager stated yes, I can address that.

Mr. Chokanis stated that is my position. I will not vote for Mr. LeMenager. I want Ms. Vrobel to be on the Board. I was not necessarily going to run for Chairman because I thought Mr. Leet was going to step up and run, but since everyone else said they were not going to run, that is potentially an option for me.

Ms. Phillips stated I am also not interested in being Chairman.

Mr. Chokanis stated thank you both for coming out. When I applied, it was only two people, and then eight people. It was an extensive process. Thank you for interviewing.

Mr. Leet made a MOTION to nominate Mr. LeMenager to fill the unexpired term of office for Seat 5, which expires November 2024.  
Ms. Phillips seconded the motion.

Mr. Hayes stated we will go to the motion once you have determined who your nominations are. Then I can take it to the next step. Who would Ms. Phillips like to nominate?

Ms. Phillips stated I am not going to nominate anyone. I am just going to vote.

Ms. Kassel stated we already have a nomination and a second. Now we just vote. Are you asking the Board to vote?

Mr. Hayes stated yes, we are continuing to the vote.

Upon VOICE VOTE, with Mr. Leet, Ms. Phillips, and Ms. Kassel voting in favor of Mr. LeMenager, and Mr. Chokanis voting in favor of Ms. Vrobel, approval was given (by a margin of 3-1) to appoint Mr. LeMenager to fill the unexpired term of office for Seat 5, which expires November 2024.

Mr. Hayes stated now I will ask for nominations for Chairman.

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440 Mr. Leet stated that is separate.

441 Ms. Kassel stated that comes after.

442 Ms. Phillips asked do we need to swear him in first?

443 Ms. Kassel stated yes.

444 Mr. Hayes stated no, not at all. You go through the vote process. You have established the  
445 candidates. What we are trying to do at this point is determine if you have a nomination for the  
446 Chairman position.

447 Mr. Leet stated that comes after the oath of office.

448 Ms. Kassel stated let us hear from Mr. Eckert.

449 Mr. Hayes stated I will frame the motion.

450 Mr. Eckert stated I heard a majority of votes for Mr. LeMenager, who needs to take the oath  
451 of office, be seated, and then Mr. LeMenager will be able to participate in selection of the  
452 Chairman.

453 Mr. Hayes stated what I want to do if I may, is I will frame the motion, and we will go through  
454 the motion part of this. Mr. Leet is making a motion and Ms. Phillips seconded, so I am requesting  
455 a motion to appoint Mr. LeMenager to the vacant seat 5 for the remaining term until November  
456 2024. The Board can now vote.

457 Ms. Kassel stated we just voted.

458 Mr. Leet stated that was the nomination. I made the motion, Ms. Phillips made the second, and  
459 we already did a voice vote. Thank you to both our applicants. Congratulations, Mr. LeMenager.  
460 You are welcome to join us at the dais.

461 **B. Oath of Office**

462 Mr. Hayes stated for the record, I am a Notary of the State of Florida, and as such, can  
463 administer oaths of office.

464 Mr. Hayes administered the oath of office to Mr. LeMenager.

465 Mr. Hayes stated we will make the written oath part of the minutes for today's meeting.

466 *The meeting recessed at 2:58 p.m.*

467 *The meeting reconvened at 3:02 p.m.*

468 **C. Consideration of Resolution 2024-03, Designation of Officers**

469 Mr. Hayes stated I apologize, I got ahead of myself earlier.

470 Mr. Leet read Resolution 2024-03 into the record by title.

471 Mr. Leet stated we already had some discussion during the interview process. Does anyone  
472 else have any thoughts on someone they would like to nominate for Chairman or would like to  
473 speak to the Board as to why they would like to be considered for Chairman?

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474 Ms. Kassel asked can we nominate both Chairman and Vice Chairman at the same time?

475 Mr. Leet stated the sequence is in the agenda.

476

477 Ms. Kassel nominated Mr. LeMenager to serve as Chairman.

478 Ms. Phillips seconded the nomination.

479

480 Mr. Leet stated we have a motion that has passed, and the Board can discuss further. That can  
481 be if you are in support of that or not. I have already made my decision. Mr. Chokanis mentioned  
482 he might like to be considered.

483 Mr. Chokanis stated no, I think we already had enough discussion. I think we can go ahead  
484 and vote.

485 Mr. Hayes stated yes, it looks like we have three votes in favor of Mr. LeMenager for Chairman  
486 and one opposed.

487 Mr. Leet stated we had a motion. I want to be sure everyone said everything they would like  
488 to.

489 Ms. Phillips stated if Mr. Chokanis wanted to do it, I would certainly consider him. I was not  
490 leaving him out.

491 Mr. Leet stated I would say that, as well. Choosing between the two candidates for the open  
492 seat, for my position, I am confident that someone else would do a better job as Chairman than I  
493 would myself. That does not necessarily have to be Mr. LeMenager. That is why I wanted to open  
494 it for discussion, if Mr. Chokanis wants to make a pitch if you would like to step up and have the  
495 time. We deserve to hear that.

496 Mr. Chokanis stated I think I will hold off on that.

497 Mr. Leet stated we have a motion that has been seconded, so this is discussion for that motion.

498 Ms. Phillips stated next November, three seats will expire and we will have an election. Mr.  
499 Chokanis could step in at that time.

500 Ms. Kassel stated November 2024.

501 Ms. Phillips stated yes, that is next November. We reorganize at that point.

502 Mr. Leet stated yes, the first meeting that is held after the election results are in, we do not wait  
503 for inauguration day, but at the next meeting, the new members will be sworn in, and the same  
504 process we are doing right now will repeat and a new Chairman and Vice Chairman will be  
505 designated or the same one re-designated.

506



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Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to designate Mr. LeMenager as Chairman.

Mr. Leet stated Mr. LeMenager is welcome to run the meeting from here. I know in other districts, the manager often will run the meeting.

Mr. LeMenager stated I am more than happy for Mr. Leet to run the meeting. You are more than prepared to do it.

Mr. Leet stated the last part of this item is designation of a Vice Chairman.

Mr. LeMenager nominated Mr. Chokanis to serve as Vice Chairman.  
Mr. Leet seconded the nomination.

Ms. Phillips asked is Mr. Chokanis willing to accept that?

Mr. Leet stated we have not voted on anything yet. This is the point to discuss that. The role of Vice Chairman might be nothing. There are months where no other tasks are asked of me. If the Chairman is traveling or unavailable, then you would be the person the manager or attorney would go to for an answer or a decision. In the event the Chairman is not at the meeting, then you would have the option of conducting the meeting or letting the manager do that for you. It is a variable time requirement. If you are open to the possibility, I have no qualms releasing that role.

Mr. Chokanis stated no, I think Mr. Leet has been doing a great job. I am still new here. I would look for you to continue your job until you are not able to fulfill your duties.

Mr. Chokanis declined the nomination.

Mr. LeMenager withdrew the nomination for Mr. Chokanis to serve as Vice Chairman.  
Mr. Leet withdrew the second.

Mr. Chokanis nominated Mr. Leet to serve as Vice Chairman.  
Mr. LeMenager seconded the nomination.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to designate Mr. Leet as Vice Chairman.

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Ms. Kassel made a MOTION to approve Resolution 2024-03 designating the following officers: Mr. LeMenager as Chairman, Mr. Leet as Vice Chairman, Mr. Hayes as Secretary, Mr. Stephen Bloom as Treasurer, Ms. Montagna as Assistant Treasurer, and Ms. Yarilis Villarrubia as Assistant Secretary.

Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to Resolution 2024-03 designating the following officers: Mr. LeMenager as Chairman, Mr. Leet as Vice Chairman, Mr. Hayes as Secretary, Mr. Stephen Bloom as Treasurer, Ms. Montagna as Assistant Treasurer, and Ms. Yarilis Villarrubia as Assistant Secretary.

**D. Consideration of Resolution 2024-04, Recognizing the Contributions of Teresa Kramer**

Mr. Leet read Resolution 2024-04 into the record by title.

Mr. Leet stated as common practice, we like to recognize the contributions of departing Supervisors. This Resolution was in the agenda package, recognizing the contributions of Ms. Kramer.

Mr. Leet made a MOTION to approve Resolution 2024-04, recognizing the contributions of Ms. Teresa Kramer.

Mr. Kassel seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to Resolution 2024-04, recognizing the contributions of Ms. Teresa Kramer.

**FOURTH ORDER OF BUSINESS                      Staff Reports**

**A. Landscaping: Benchmark Landscaping/United Land Services ("Benchmark")**

Mr. Lomasney stated we had 150 sycamore trees treated by TruGreen. With the ant travel after the rain around the lake, they were treated his week, as well. The oak trees that were problematic at the Ashley Park pool over the canopy at the park were cut, as well, significantly, so it will not be a problem in a year or two. The trellis and the pool here, across from the Square were cut, as well. The irrigation report for this month was completed as of 4:00 today as far as the suggestions. However, it presented two problems: two valves, minor, but they have to be addressed. The meters are not off, just those particular valves. The other areas will continue to be watered. I know we have been getting a lot of rain, but we will get on that right away. As far as the tree that has been problematic with the stump, that was supposed to happen this week.

Ms. Kassel stated the one on Blue Stem.

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587 Mr. Lomasney stated yes. That has been moved to this Thursday coming up. The stump will  
588 be removed.

589 Ms. Kassel stated December 7.

590 Mr. Lomasney stated if I can get it done sooner, I will. Pine straw was completed, as well.

591 Ms. Kassel asked all the mulch?

592 Mr. Lomasney stated we are about eight pallets shy from where we were. We will get that  
593 taken care of. We are just waiting on availability. I have it documented for the areas that need to  
594 get it done.

595 Ms. Kassel stated I have a question on geraniums. I have had geraniums, and I have never had  
596 a problem with deer, but I am noticing a lot of the flowers are missing from the geraniums.

597 Mr. Lomasney stated I noticed that, also. For a couple days, I was replanting them. I think what  
598 happens is, the deer do not like them, but they have to find that out for themselves. Some areas are  
599 not affected. That roundabout on Schoolhouse Road got hit the hardest. I replanted them. I do  
600 monitor it. They are green. If I have to replace a couple, I have some at the shop for that particular  
601 area. Mr. Jacob Mootz and I have spoken on it. I want to get it fixed, and we are working on it. we  
602 have identified it there and also at the main entrance.

603 Mr. Chokanis asked they are eating them?

604 Mr. Lomasney stated yes, and they are pulling them up. I hurry up first thing in the morning  
605 and get my crews going. Then I go find the bed they did this to, and I stick them back in the ground,  
606 but the very next day, they do it again.

607 Ms. Kassel stated you may consider a deer repellent spray.

608 Mr. Lomasney stated we have. We are going to consider everything possible to stop it from  
609 spreading.

610 Ms. Kassel stated maybe we can have some Harmony residents donate some dog hair.

611 Mr. Lomasney stated we did notice it. We did replant them. I check them first thing in the  
612 morning, and all the annual beds.

613 Mr. Chokanis asked what if it still becomes an issue?

614 Ms. Kassel stated then geraniums will be off the table.

615 Mr. Lomasney stated moving forward, we will not have them.

616 Ms. Kassel stated I have not had a problem with them. I have them at the ranch, but I have not  
617 had a problem.

618 Mr. Lomasney stated I have seen deer. I have come in at night, and three or four are right in  
619 that area.

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620 Ms. Phillips stated they have knocked the planters off my porch, the impatiens. It was not a  
621 geranium.

622 Mr. Hayes stated I want to point out when you are finished with Mr. Lomasney, we have to  
623 ratify a proposal, and there is one in your agenda to consider before you let him go.

624 Mr. Leet stated yes, before that, we will ask Mr. Lomasney our questions.

625 Mr. Chokanis stated on Five Oaks Drive toward Middlebrook Place and Feathergrass Court,  
626 the opposite side toward the golf course, those sprinklers were running like crazy, at weird times.  
627 I do not know what is going on with the timers. It is very green over there, but it is running multiple  
628 times during the week.

629 Mr. Lomasney stated one of those valves is the one I was speaking of. The first time I heard of  
630 it and got the email, by the time I got there, it was off. I could not duplicate the problem. Once it  
631 happened again, I found the valve and I found the problem. I changed the time and I shut that  
632 particular zone off. Once that is replaced, it will go back to 20 minutes per zone, twice a week, as  
633 scheduled with the rest of the timers. At first it was getting stuck to where it would correct itself.

634 Mr. Leet stated some residents pointed out the sprinklers were maybe running during rain  
635 storms for during the afternoon when the sun is the strongest. Can you tell us what the expectation  
636 is when the sprinklers should be running and when you are responding to the emails of resident  
637 reports if something happens? Can you tell us what residents should expect as a baseline, if  
638 sprinklers are running during a rain event?

639 Mr. Lomasney stated that should not happen with our rain sensors. A particular part was fixed  
640 previously on an emergency. We need it because we had sod put down. That will have a Rainbird  
641 rain gauge on it. Give me two weeks on that. That is why that particular area happened. During  
642 the wintertime, I do not think it is best to run at night. It promotes fungus early in the morning. in  
643 the winter months, if you see irrigation on in the morning, that is normal. For summertime, it is  
644 the opposite. You want it at night so it sits there a little bit on the roots. The sun will take care of  
645 it from there. It switches twice a year, but it should never be on during the rain. If it does, I will go  
646 over there. It could be a problem, like a branch not going down a couple weeks ago. It was a freak  
647 accident, but when you consider how many trees we have, it is going to happen.

648 Mr. LeMenager stated the little pocket park behind my house is always being watered during  
649 the day. Your comment about fresh sod makes me wonder if that is actually the staging area for  
650 the alley project. I wonder if they ever changed the timer because it goes off pretty every day in  
651 the afternoon.

652 Mr. Lomasney asked still?

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653 Mr. LeMenager stated yes.

654 Mr. Lomasney stated there were two programs on it. A was to go off every single day, and B  
655 is normal.

656 Mr. LeMenager stated you might want to double check that.

657 Mr. Lomasney stated I will check it out tomorrow.

658 Mr. LeMenager stated it makes a very nice, green park.

659 Mr. Lomasney stated too much water can be a problem, so I need to check that, especially this  
660 time of year.

661 Mr. Leet stated it sounds like you will stay on top of it. Going over that helps us when we are  
662 communicating with residents, that it is not something that is expected. We can pass those reports  
663 on so they can be fixed.

664 Mr. Lomasney stated there are quite a lot of timers. In the event that one breaks, it does not  
665 mean the whole system is bad. Right now it is one rain sensor and two valves. I think we are sitting  
666 really well, considering all the work that was done so far, as far as the system.

667 Mr. Lomasney asked have we been able to look at our most recent water bill to compare?

668 Ms. Kassel stated it was in the invoices, which I want to discuss several invoices from Toho  
669 Water Authority (“Toho”) when we get to the consent agenda item.

670 Mr. Chokanis asked is it lower?

671 Ms. Kassel stated in spots, yes. In other spots, no.

672 Ms. Phillips stated I was going to start comparing them because some of them, it was due to  
673 broken items. The cost vacillates. It should settle down with all the work you have done.

674 Mr. Lomasney stated yes. There was also a lot of work on zones that were not working. Some  
675 sprinklers were not operating in an area, but I have noticed other areas where we could probably  
676 reduce some sprinklers.

677 Ms. Kassel stated these two for zones 0 Harmony Square Drive West and 0 Cat Brier Park,  
678 you can see in August, there was very little usage. Here we had a very small bill of \$41, but now  
679 all of a sudden, it is \$1,126. The other was \$180, and now it is \$1,173.

680 Mr. Lomasney stated this is where that meter was at. Do you remember a while back, there  
681 was a valve we could not locate for a couple months? That was why. It has since been replaced  
682 and has been on a full billing cycle. Three timers are now operating in that area, whereas before,  
683 none were until that issue was resolved.

684 Ms. Kassel stated this is what I was saying to Ms. Kramer a couple months ago when she said  
685 our water bill was going to go down. We had so many zones that had been turned off. Now we are



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686 getting them fixed, and we have all these zones that are coming back on, and we are spending more  
687 money, not less.

688 Mr. Lomasney stated we are also going to look at some of the CDD lines that have moved over  
689 the years, where the sprinklers are in the woods. January or February, we can go through them,  
690 maybe start capping some of those and reduce the bills. If we capped 25 sprinklers from watering,  
691 that will save. We will continue to look for ways to reduce the watering.

692 Mr. Chokanis stated I know we have been keeping the percentage of how complete we are  
693 done on the entire community. Did we get an update what we are looking at right now?

694 Ms. Kassel stated he just said the irrigation report was completed today at 4:00.

695 Mr. Lomasney stated it will give the comments and recommendations. In this particular month,  
696 they are all complete.

697 Ms. Kassel asked so we are at 100% done, except for what has been found to need repair?

698 Mr. Lomasney stated yes. This is a monthly inspection, so every month, we check the  
699 irrigation. Each timer might have one or two breaks. Whatever they recommend we fix, we do.  
700 That is complete. We are still at what we discussed last month, at 85% to 90% complete with the  
701 whole system.

702 Ms. Kassel stated we thought that maybe by now, you would be 100%.

703 Mr. Lomasney stated right, just two valves, and these are just routine sprinklers. Next month,  
704 you will get another one. We will check the same clocks.

705 Ms. Kassel stated I am still a little confused. Have you gone through the entire irrigation  
706 system? Or are you still at 85% to 90% of looking at the irrigation system?

707 Mr. Lomasney stated we have looked at all of it. The reason why I have to say 85% to 90% is  
708 because of construction on the highway. They had just put those new buildings in, and they  
709 destroyed the line there. I have three zones that are down completely because of construction.  
710 Therefore, I cannot say 100%.

711 Mr. Chokanis asked was that recently damaged? Or has that always been?

712 Mr. Lomasney stated it is because of construction on the highway.

713 Mr. Chokanis stated potentially we are at 100% at one point in time. Right now as of this  
714 meeting, we are about 85% because of those three areas.

715 Mr. Lomasney stated yes. What we have operating on all the clocks, the sprinklers are  
716 operating.

717 Ms. Kassel stated just to clarify, you have gone through 100% of the irrigation system to check  
718 its operational capacity and functionality, but we are currently at 85% to 90% operationally.

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Mr. Lomasney stated yes. What is operating includes all the clocks and any sprinklers. As of today about 4:30, they are complete for this month. Every month, we receive this report, so every month, we go around to make sure there are no leaks. With this many miles of piping underground and sprinkler heads, there is bound to be some repairs.

Mr. Leet for Mr. LeMenager's benefit, in years past, we had a centralized system, Maxicom, that was at the office. We were told again and again how monumentally expensive it will be to replace. As Benchmark has stated for the irrigation, they are installing pieces to the system so they are able to control the timers and everything, not from one central location.

Mr. LeMenager stated the problem with Maxicom was, we never installed the entire system. We did Maxicom light.

Ms. Kassel stated the developer did.

Mr. LeMenager stated that is true.

Mr. Leet stated we have new equipment that has come in. Repairs, as you hear, are just about done. Irrigation wise, we should be on much better footing than in the recent past.

**i. Ratification of Proposal #66710 for Emergency Removal of Sycamore Tree**

Mr. Leet reviewed proposal #66710 for removal of a sycamore tree on Buttonbush Loop. It was a safety issue. I went to check it the morning after I discussed it with Mr. Hayes, and it had already been taken care of and the stump ground. They did that very quickly and took care of the issue. We just need to ratify the expenditure.

Ms. Kassel made a MOTION to ratify proposal #66710 from Benchmark Landscaping for emergency removal of a sycamore tree, in the amount of \$2,190.

Mr. Leet seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to ratify proposal #66710 from Benchmark Landscaping for emergency removal of a sycamore tree, in the amount of \$2,190.

Mr. Chokanis asked since we are stump grinding this, will Ms. Ash-Mower receive the chips?

Mr. Lomasney stated I will make sure.

**ii. Proposal #66758 for Oak Tree Removal**

Mr. Leet reviewed proposal #66758 for removal of a tree by the animal monument sculpture that is on Five Oaks Drive by the golf course near where the sinkhole was a couple years ago.

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Ms. Kassel made a MOTION to approve proposal #66758 from Benchmark Landscaping to remove the leaning oak tree by the animal monument sculpture on Five Oaks Drive, in the amount of \$2,347.83.

Mr. Chokanis seconded the motion.

Mr. Leet stated I was driving by there a week or so ago, and I remember seeing an issue. What is our sense of how pressing a safety issue this is? I am looking to hear from Benchmark or any of us Board members. Has anyone looked at it and are we on the same page?

Ms. Kassel stated I think it is more of a safety issue for the sculpture, which is irreplaceable, than it is an issue for a pedestrian. It is about \$2,350, so it is not an expensive proposition. I know it is on Mr. Lomasney's mind substantially, and to replace that sculpture would cost a lot more than \$2,350.

Mr. Leet stated yes.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to proposal #66758 from Benchmark Landscaping to remove the leaning oak tree by the animal monument sculpture on Five Oaks Drive, in the amount of \$2,347.83.

Mr. Chokanis stated thanks to Mr. Lomasney for all your hard work in keeping the community looking good. It is extremely appreciated.

Mr. Leet stated and we appreciate your patience.

Mr. Lomasney stated no problem; I understand.

## **B. Field Manager: Inframark**

### **i. Monthly Report**

Mr. Baez stated I am the field services supervisor for Harmony. We are doing the pressure washing of the curbs on Five Oaks Drive. Today, we finished by the first entrance, and we are working right now on Five Oaks Drive, going to the roundabout between Cat Brier Trail. After we finish that, we will go down Cat Brier Trail and will continue on Five Oaks Drive to the Swim Club. We will start grinding next week. We can do about 20 to 30 panels once a week. We have about 1,200 panels to grind, and we have about 145 panels to replace. We will keep working on that. We have full crews working three days a week: Tuesday, Wednesday, and Thursday. On the other four days, we have just two people, plus myself, to make three. We are able to work those three days with more people. To pressure wash curbs, we need two people because people sometimes drive crazy. We need one person taking care of the parks, and one doing the pressure

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washing. We put out signs, Workers Ahead, so you can see us when we are working near the streets. We have replaced a few things in the restrooms. We are cleaning the decks all day, the bathrooms, Ashley Park pool, Buck Lake, and the Swim Club. We are blowing leaves in the pocket parks. We have replaced two trash cans, and we will keep replacing the ones that are broken during the month. We are replacing the trash can liners in the parks once a day, but in the pool areas, we replace them two or three times a week. It is the same at Buck Lake because of so much trash every time. we have fixed a few tiles at the Swim Club that were loose; we put them together. We purchased four batteries for the 16-foot Sun Tracker. We installed the basketball court covers. We have replaced the bench between Sun Drop Street and Blazing Star Lane and put a wood bench there. We ordered a new umbrella for the Swim Club; it was broken. The dog park gate latch has been replaced. We installed the sign for Billy's Trail, so that is complete. The broken grates inside the Ashley Park pool and the Swim Club, there were two broken ones, and we replaced them. We changed the oil in the community truck and put on new tires and did the alignment. The filters in the pools are being cleaned once a week during the winter. During the summer, they will be cleaned twice. Both pools are being vacuumed two or three times a week. We purchased a volleyball net but are still waiting on it. The printer in the office is not working, so I purchased a new one. We are not able to print anything right now. We do not have any resident access cards pending; everything is up to date.

Mr. Hayes stated in the reservations, I would like to add to that.

Mr. Baez stated we fixed the broken handrail on the wood bridge. We will do a bridge inspection to see how many bolts we have to replace. If we know how to do it, we will. I do not like to get another company to do it if we know how.

Mr. Leet asked which bridges are you talking about?

Mr. Baez stated next to Buck Lake.

Ms. Kassel asked the boardwalk?

Mr. Baez stated the bridge.

Mr. Leet asked across the pond?

Mr. Baez stated yes.

Mr. Leet stated those were replaced only a couple months ago.

Mr. Baez stated we replaced the handrail.

Ms. Kassel stated actually, there is one piece of handrail on the first boardwalk that goes from the back side, on the eastern side that goes to Buck Lake from the back side of the trail. A board there was just replaced.

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825 Mr. Baez stated I will do an inspection to see how many we have to replace, and we will start  
826 working on it. I will inspect the swings in the playground to see how many are broken and need  
827 replacing. We have a few in the shop, so we can work on that. The Polaris needs to be taken in for  
828 service this month.

829 Mr. Leet asked do we have an estimated time of arrival on the volleyball net? I know it has  
830 been a couple months now. Do we have an estimate from the vendor?

831 Mr. Baez stated no, but I will call. Last time, I think they took it to the wrong place. They told  
832 the guys that they have to take it to water place.

833 A Resident stated he is asking for the arrival of the volleyball net. You have December 6 on  
834 your list. Is that correct?

835 Mr. Hayes stated to arrive from Amazon.

836 Mr. LeMenager stated you can just go to Academy Sports and buy a new one. I do not  
837 understand.

838 Mr. Leet stated that is a fair question. The net we had there, is it available commercially? Is it  
839 something we expect to last longer than something from a store?

840 Mr. Baez stated the price is about \$300 from Academy Sports, and online we can get it for \$90  
841 or \$100.

842 Mr. LeMenager stated okay, that is a fair answer.

843 Mr. Baez stated not all the stores remove sales tax. I have to apply online and wait a week for  
844 approval. So we order it online.

845 Mr. Hayes stated I will give the update on the East Lake tower that was completed.

846 Ms. Kassel asked the Lakes tower, or the east tower?

847 Mr. Hayes stated the east entrance tower.

848 Mr. Leet asked the signs?

849 Mr. Hayes stated that was pressure washed and there is no other damage.

850 Mr. Baez stated on the east tower, we pressure washed it and fixed a few rocks on the ground;  
851 we put them together. For the roof, we will rent a lift; the highest section is 35 feet high, and we  
852 cannot reach it with the equipment we have.

853 Ms. Kassel asked what is your estimate for when that will happen?

854 Mr. Baez stated when they have finished the streets, I will do it.

855 Ms. Kassel asked what about the signs on the tower, especially on the south side? The signs  
856 need replacement and need to come down.

857 Mr. Baez asked do you want to replace them?



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858 Mr. Leet stated yes, it is in the report in the agenda package. If we need to rent equipment to  
859 get to the very top of the tower, it would make sense that we address the signs at the same time.  
860 We tried pressure washing, and they are just old developer signs. Do we have any thoughts on  
861 what should replace it? Right now it has six little panels for commercial or developer things. We  
862 own the sign; we can put whatever we would like on there.

863 Ms. Phillips stated that is what I told him this afternoon. Can we just paint over those boards?  
864 Or can we put a sheet of something over them?

865 Mr. Leet stated the mechanics of what kind of sign is replaced, I would say, is secondary to  
866 what do we want. Do we want it to be the Harmony tree logo? Do we want it to be a blank pattern?  
867 What are our thoughts?

868 Ms. Kassel stated I think the Harmony tree logo is a lovely idea. I do not know what the cost  
869 would be. I do not know how difficult it would be for field services to execute. Apparently, we  
870 used to have five guys, but now you are running with two or three most days.

871 Mr. Baez stated the full crew is working Tuesday, Wednesday, and Thursday.

872 Ms. Kassel asked and the full crew is three people?

873 Mr. Baez stated yes, two guys plus me.

874 Ms. Kassel asked three days a week?

875 Mr. Baez stated yes.

876 Ms. Kassel asked and the other four days a week?

877 Mr. Baez stated Tuesday, Wednesday, and Thursday we have five.. Friday, Saturday, Sunday,  
878 and Monday are two plus me, so three people.

879 Ms. Kassel stated I see. This is really a question for Inframark, not for Mr. Baez, in terms of  
880 what our coverage should be versus what it is. I do not really know.

881 Mr. Leet stated we have a discussion later in the meeting for that.

882 Ms. Kassel stated right now, for this issue of the sign that was brought up, I do not know if  
883 they can be popped out.

884 Mr. Chokanis asked can you look at how it is attached, if it is mounted in there, and if we can  
885 paint over it or get something made?

886 Ms. Kassel stated I think the surface has been cracking. We could paint over it, but it will be a  
887 crackle finish. We could paint over it temporarily so it does not look so horrible. That is an option.

888 Mr. LeMenager asked do we need it?

889 Ms. Kassel stated the other two sides, east and west, have signs on them that are in good shape.  
890 It is only the south side that faces U.S. Hwy 192 that looks terrible.

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891 Mr. LeMenager asked I meant, do we need the tower? You saw how fast the other one came  
892 down when they built Harmony West and tore it down. It was advertising put up by the developer.

893 Mr. Leet stated right, and it is a landmark. I would want to at least try a few things to remedy  
894 how it looks now before tearing the whole thing down.

895 Mr. LeMenager asked has anyone actually looked at it and determined its structural soundness?

896 Mr. Leet stated I think that is maybe what we are working toward. On that back side facing  
897 away from the highway is a little, fake window. I am sure it is probably just stucco on plywood or  
898 something like that. What I would not want to do is start digging into the sign issue, remove what  
899 is there, and then we have a gaping, ugly hole that is even worse than what we have now.

900 Mr. LeMenager stated based on my experience, things that were put up by previous developers  
901 were not necessarily always done with the greatest quality of materials. I am concerned we will  
902 end up throwing good money after bad if it is really shoddy construction on the inside. I am not  
903 sure how we figure that out.

904 Mr. Leet stated it has a door. Has Mr. Baez or Mr. Hayes been inside? Do we store stuff in  
905 there?

906 Mr. Baez stated yes/

907 Mr. LeMenager stated so it does serve a useful purpose.

908 Mr. Leet asked can we tell from being inside that it is safe to take down the signs that are there  
909 now for the purposes of determining how best to replace it with something new and nice looking?

910 Mr. Baez stated yes.

911 Mr. Leet asked are we comfortable with giving that direction to field services to take down the  
912 old informational signs from the developer to evaluate?

913 Ms. Kassel stated just the ones on the south side for now. Or are you talking about the east and  
914 west sides, as well?

915 Mr. Leet stated yes, whatever we find out on the south side, I say we apply to everything else.

916 Mr. Chokanis stated there is no grocery store sign or doctor or hair salon.

917 Ms. Kassel stated yes, there is.

918 Mr. Hayes stated I just know that one was really stained even after the cleaning.

919 Ms. Phillips stated I do not know much about building. Is that stucco? Are they hooked on  
920 there with the wood frame?

921 Mr. Chokanis stated they are probably anchored from the inside. They might just be wood  
922 panels, or something like that.

923 Ms. Kassel stated they are all separate.

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924 Mr. Leet asked would we need a motion to give field services direction for the south side, the  
925 worst side facing the highway, to take down the developer informational signs in order to ascertain  
926 what, if anything, can be done moving forward, and at the discretion of field services, maybe a  
927 coat of paint or something to get it in a presentable look?

928 Mr. Chokanis stated to be honest, if we can get them off, we can pressure wash them and put  
929 them back up until we find out.

930 Ms. Kassel stated they have been pressure washed,

931 Mr. Chokanis stated I thought they said they cannot get that high.

932 Ms. Kassel stated that is for the roof.

933 Mr. Chokanis asked how close were you at that time?

934 Mr. Baez stated it was 20 feet down from there. We have an extension pole for pressure  
935 washing that can reach 18 feet, plus our height, which is about 25 feet.

936 Mr. Chokanis stated fair enough.

937 Mr. Hayes stated back to Mr. Leet's question, a motion is not necessary. You are providing  
938 direction to field services to take the south side signs down and paint, which is what I heard, unless  
939 it is something different.

940 Ms. Kassel stated yes, that sounds good to me.

941 Mr. Hayes stated Mr. Baez, they are asking to take down the signs on the south side and paint  
942 those.

943 Mr. Chokanis stated I wonder if it is from all the cars driving fast in the wind.

944 Ms. Kassel stated no, it is on the south side, so it is from the sun. One item in the agenda  
945 package was the broken cover grate on the pool. It was supposed to be replaced by November 20.  
946 Was that done?

947 Mr. Baez stated yes.

948 Ms. Kassel stated we talked about Children at Play signs for several months.

949 Mr. Baez stated I do not know the locations.

950 Mr. Satterwhite stated we cannot find any documentation on the locations.

951 Mr. Baez stated the person who knows the locations no longer works with us.

952 Ms. Kassel stated contact me. It is where the ribbon curbs were installed. We were going to  
953 put boulders in to prevent people from driving on the ribbon curbs because they were already  
954 starting to crack. These are in the alleys; they are ribbon curbs. Mr. Hamstra also knows where  
955 they are.

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956 Mr. Hamstra stated when we talked about the garbage trucks that were running over the ribbon  
957 curbs and cracking them, we proposed to put some large boulders close to the curbs to prevent  
958 them from going off the road. That was tabled. I will be happy to meet you out there and we can  
959 pick the locations.

960 Mr. Satterwhite asked we actually have the signs, correct?

961 Mr. Hayes stated yes. They are ready to install. Staff just needs to know where they are going  
962 in the ground.

963 Ms. Kassel asked can we also send him photographs of the locations?

964 Mr. Hamstra stated I already have to come out here for other reasons, so I will meet with him.

965 Ms. Kassel stated the task spreadsheet, all these things that have been assigned to Inframark,  
966 there was an old task spreadsheet that we were sent in October that was from April. It was supposed  
967 to be updated so the Board and residents can see that tasks that were assigned to field services and  
968 what the status is, when they are complete, where the progress is currently. Are we still waiting  
969 for that?

970 Mr. Hayes stated if I may interrupt, Mr. Baez and the team put together a sidewalk inspection  
971 report, which is one item that I forwarded to you Board members by email. It has all the locations  
972 for the grinds and panel replacements. What field services is intending to do, as Mr. Baez pointed  
973 out, once he is finished with pressure washing, they are doing one per week now. They will ramp  
974 up grinding and panel replacements after they are finished with pressure washing. That document  
975 will be detailed. It tells you how many need to be done. He is going to update that as they are  
976 completed on that form, and he will provide it to me. You will be getting that on Friday, so you  
977 will get an update on what has been completed for each section and each location.

978 Ms. Kassel stated but Mr. Hayes, that is just one item of many.

979 Mr. Hayes stated I am not finished. If I may, what I distributed this evening that I was going  
980 to discuss under my report to you is your dropbox replacement. If you would like to talk about it  
981 now, we can, or we can wait until my report, when I will go into more detail.

982 Ms. Phillips stated we will wait to discuss that.

983 Ms. Kassel stated I want to know what is happening with the beehive in the garden. Have they  
984 been taken care of?

985 Mr. Baez stated they came three times to treat. I went there and hit the hive a few times, and  
986 nothing came out. The next day, it was fully of bees. They said they are not able to handle it. They  
987 are going to call another company to come and check.

988 Ms. Kassel asked when you say "they," who is "they?"

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989 Mr. Baez stated Massey Services (“Massey”).

990 Ms. Kassel asked Massey is going to contact another company?

991 Mr. Baez stated yes.

992 Ms. Kassel asked what about what we are paying to Massey?

993 Mr. Hayes stated Massey came out and did the initial treatment. They killed a ton of bees. He  
994 even showed me documented evidence of them being destroyed. Within a few days, they also went  
995 and checked the hives, and nothing. The bees came back. Mr. Baez asked Massey to come back  
996 out to spray again. They came out and did it again. There was more residual kill, but there was still  
997 more bees. They were saying it was a lot larger area than what their scope was. They charged \$200  
998 for those treatments. What we were advised from them was they will contact another vendor, or  
999 we can contact another vendor. They gave us a couple options so we can eradicate them for good.

1000 Ms. Phillips asked do we know what kind of bees they are?

1001 Mr. Baez stated Africanized bees.

1002 A Resident stated they are honey bees.

1003 Mr. Hayes stated no.

1004 The Resident stated today, there were probably 10,000 more in the building on the inside.  
1005 Schoolhouse is filled with bees right now, and they are extremely agitated. I talked with the man  
1006 yesterday, and he said they even attacked his truck, so he got out of there. You do not go and kill  
1007 honey bees with poison because that kills them on contact when it is on the foundation under the  
1008 floor boards. I am extremely disappointed with Massey. They have no idea what they are doing,  
1009 and someone is going to get hurt. It is a mess.

1010 Mr. Leet stated it sounds like Massey is already referring someone else. I know there are  
1011 apiaries in the area. Without undue cost to the CDD, let us address it.

1012 Mr. Hayes stated that is the game plan.

1013 The Resident stated I gave Mr. Baez the name of five beekeepers who are licensed and insured  
1014 to come out and take care of that, and I got that information from Florida extension services. That  
1015 is what I did initially, and it was ignored.

1016 Mr. Baez stated no, I called them.

1017 The Resident stated that is why I am a little upset.

1018 Mr. Chokanis stated it sounds like they need to be transported to somewhere else.

1019 Mr. Baez stated I contacted them, but they do not come here. They are too far away.

1020 The Resident stated beekeepers wanted up to \$900 to come and remove the hive. We tried that  
1021 route first.



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1022 Mr. Chokanis asked they did not want to come out and do it?

1023 The Resident stated you did not want to spend \$900.

1024 Mr. Chokanis stated we already spent \$400 on two treatments.

1025 Mr. Hayes stated it was \$200 total.

1026 The Resident stated initially, the bees were fine, and we wanted to keep them. Two to three  
1027 months ago, they became extremely agitated, and they attacked four mowers. Three of them had  
1028 to be sent home because they were stung so badly. They also attacked the equipment, so the grass  
1029 has not been mowed. The bees have become more and more agitated, and I am not sure why. In  
1030 the beginning, they were not, and we wanted to keep the bees. But it has become a danger, and we  
1031 cannot have them anymore.

1032 Mr. Leet stated okay, understood. It is being addressed. Keep us updated on the outcome of  
1033 that.

1034 Mr. Chokanis stated email the Board with options. If we get a beekeeper to come out, they will  
1035 take the whole hive with them and transport them somewhere else.

1036 Ms. Phillips stated sounds to me like it is worth \$900.

1037 Mr. Chokanis stated to be honest, I do not think we should kill honey bees for the ecosystem.

1038 Mr. Leet stated that would be my choice, as well.

1039 Ms. Phillips asked do we need to approve that expense?

1040 Ms. Kassel stated no, that is included in our payment policy.

1041 Mr. Leet stated yes, the Chairman has the ability to authorize expenditures, as needed and  
1042 things come up, within certain parameters.

1043 Ms. Phillips stated right, and I do not think they should have to wait until next month.

1044 Mr. Leet stated it is in process, and options are coming. We are all very interested, and we  
1045 want to hear the outcomes. Keep us updated.

1046 Ms. Kassel stated the splash pad, we just got some videos that it was working. We got a video  
1047 that it was operational. We got a video of some plumbing or pipes that had been repaired, but we  
1048 do not know at this point because we have not gotten an update as to whether or not it will be  
1049 dancing. Is it just going to be what it is? Does it need more repairs? Does something with the  
1050 variable frequency drive need to happen to make the system dance? Is it recommended not to have  
1051 it dance? I would like an update. We saw it running and some plumbing was fixed, but apparently,  
1052 there was a leak where they do not repair, and we have not heard anything about whether that was  
1053 addressed or not.

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1054 Mr. Hayes stated the videos I sent to the Board members was an update to show you from their  
1055 services on November 24, to show they came out and replaced the motor because of the water  
1056 damage. They addressed the leaks that were in the vault at that time. There is still one left that is  
1057 around the actual filter housing, which Moe was going to address on his next visit. They are having  
1058 to provide us with a chlorinator estimate to replace that. At the same time, they are going to provide  
1059 training for onsite staff, and Mr. Chokanis will be involved in that. As far as the dancing comment,  
1060 that should be addressed when Moe comes back to do that final thing with the filter housing. It has  
1061 something to do with the operation of the dancing, is what was explained to me by the vendor.

1062 Ms. Kassel stated I see. It would have been great when you sent the videos if you could have  
1063 made that update, too, so we did not have to spend time on it today.

1064 Mr. Hayes stated I just got it today, so I thought I would share it with you tonight.

1065 Ms. Kassel asked the outfalls that were clogged on Five Oaks Drive and Cat Brier Trail, have  
1066 they been done? This is pertaining to the flooding.

1067 Mr. Hamstra stated that is in my report.

1068 Ms. Kassel stated but field services was supposed to clean some of the areas.

1069 Mr. Hamstra stated it is a little more involved. I will get to it under my report. I can answer it  
1070 now, but it is in my report.

1071 Ms. Kassel stated in the last meeting, you requested field services to take a look at the outfalls  
1072 and the areas where was had accumulated, and you suggested they clean them up.

1073 Mr. Hamstra stated yes, it is more than they could undertake. I am getting quotes from different  
1074 vendors to undertake that kind of work.

1075 Ms. Kassel stated thank you. Someone, maybe Mr. Hayes, was supposed to check with Osceola  
1076 County ("County") about cleaning the storm drains.

1077 Mr. Hamstra stated that was after we did the camera work, which is a two-part answer. I will  
1078 talk about that under my report.

1079 Mr. Hayes stated it is in the engineer's report.

1080 Ms. Kassel asked is the garden shed in your report? Or is that for field services or the District  
1081 manager?

1082 Mr. Hamstra stated I think there are issues with the contractor still unwilling to sign the  
1083 contract, so we cannot get the schedule resolved.

1084 Ms. Kassel stated I thought we were going to look for another shed provider.

1085 Mr. Hamstra stated I was not aware of that.

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1086 Mr. Hayes stated that was not the direction of the Board. It was tabled at the last meeting  
1087 because the vendor was unwilling to sign the contract with the language that was put in the  
1088 agreement. I have checked with four vendors at this point. They pointed out they do not make  
1089 buildings this small. They were not willing to sign the agreement. The Board also did not like the  
1090 design or what they were going to do if we were not going to build it ourselves. Remember, it  
1091 would have been a kit.

1092 Ms. Kassel stated yes. I will have to look back at the minutes again, but I thought we suggested  
1093 to look into other providers of garden sheds. I thought that is what we directed the manager and  
1094 field services to look into.

1095 Mr. Leet stated we are saying it was tabled from last month. Mr. Hayes was saying he has  
1096 looked at other sources, and for contracting reasons or aesthetic reasons, we are not allowable.  
1097 What are our thoughts as a Board to maybe consider proceeding with the quote we already have,  
1098 knowing we have to make changes to the legal wording in our contract to do that? I would like  
1099 Mr. LeMenager's thoughts on that. This is for a shed, which we are allowed to have in the garden  
1100 area for gardening- and field services-related uses.

1101 Mr. LeMenager asked this is in the garden area?

1102 Mr. Leet stated yes. We had estimates for a simple, prefabricated steel building. I believe field  
1103 services would have done the pad for it. We had a vendor and a quote, but they were not in favor  
1104 of the contract that we wanted them to sign. They would not commit to any kind of delivery date.  
1105 I think we asked for 60 days.

1106 Mr. Eckert stated yes, we were very flexible on the dates they were looking at, but they refused  
1107 to sign a contract that had any delivery date that they would be held to, but they wanted money up  
1108 front.

1109 Mr. LeMenager asked how big is the shed?

1110 Ms. Kassel stated 12 feet by 20 feet.

1111 Mr. Hayes stated it is 240 square feet, which is the maximum that the County would allow.

1112 Mr. LeMenager asked what is the largest you can get at Home Depot?

1113 Ms. Kassel stated in the minutes from last month, it says starting on line 1112, "Ms. Kramer  
1114 stated I gave Mr. Hayes today a lead on a local government that just constructed this type of  
1115 building, albeit a little bit larger. But we are looking for both our community maintenance facility  
1116 and the garden shed. Let us see what he finds out who they worked with and how they were to  
1117 work with. I am much more comfortable hearing from the experience of another local government

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1118 and how their project went, versus jumping to this company, that we know nothing about, for the  
1119 leeway.” Ms. Kramer indicated she gave you a lead to call on.

1120 Mr. Hayes stated I recall now an email that you are stating. No, it was for a county municipality  
1121 for a building for a fire truck. It is a huge building. I did not get any information on that, but I  
1122 suspect it will be the same as the other vendors that I brought to this Board that are not going to  
1123 do a shed that is 12x20 or 240 square feet. I will get a definitive answer and share that with the  
1124 Board.

1125 Mr. LeMenager asked how much are we talking about spending?

1126 Mr. Chokanis stated about \$10,000.

1127 Mr. LeMenager stated again, I go back. Why not just go to Home Depot and buy two sheds?

1128 Mr. Hayes stated it was a \$5,000 estimate, and they wanted a metal shed versus wood.

1129 Mr. LeMenager stated they sell metal sheds.

1130 Mr. Leet stated yes, they sell metal sheds, maybe not all in the store. We are getting this  
1131 runaround from different vendors. Are we sure it is something we are already saying we would be  
1132 doing the pad ourselves? Are we saying it is beyond what field services can do and another  
1133 contractor has to come in?

1134 Ms. Kassel stated a licensed, insured contractor who also happens to be a resident would  
1135 probably be happy to install the garden shed, once field services has created a pad.

1136 Mr. Leet asked are we comfortable as a Board giving direction to the manager?

1137 Ms. Kassel stated let us hear from field services if that is something they can handle.

1138 Mr. Hayes asked so you are saying to buy a kit and let field services erect it for the CDD? That  
1139 is something you were opposed to months ago.

1140 Ms. Kassel stated no, not field services. Ask a contractor to erect it. Field services would put  
1141 in the pad.

1142 Mr. Hayes stated it would be no different than Carports Anywhere. It would come in, they  
1143 would erect the building, and they would provide the engineering drawings, where we are  
1144 unnecessary, so that you could get permits to actually build it.

1145 Mr. Leet asked what is stopping that from happening?

1146 Mr. Hamstra stated submission for a permit.

1147 Ms. Kassel stated if we buy something at Home Depot, we have no engineering drawings to  
1148 submit for a permit. Do we need that for a garden shed?

1149 Mr. Hamstra stated yes. I would have to call the County directly to see what the restrictions  
1150 are.

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1151 Ms. Phillips stated I just pulled up Home Depot, and the biggest they have is 12 feet, so we  
1152 can get two of them and somehow configure them. They are \$2,500 each.

1153 Mr. Hayes stated you have a maximum of 240 square feet. If you buy two, you will be over  
1154 the limit the County required.

1155 Ms. Phillips stated I was just pointing out that we would not be saving any money.

1156 Mr. Hayes stated no.

1157 Mr. LeMenager stated but you would get the job done. That is my point. Why do we make  
1158 things too complicated?

1159 Ms. Phillips stated I am still not so sure why we cannot just have it built. Look how fast those  
1160 townhomes are going.

1161 Mr. Leet asked if we went with the quote we already received, what is the worst-case outcome?

1162 Ms. Kassel stated let us ask Mr. Eckert.

1163 Mr. Eckert stated the worst case is you pay the money up front, you never get delivery, and  
1164 you never sue the person because it will cost you more to get it enforced than the money you will  
1165 get back.

1166 Mr. Leet stated this is not wish.com. This is a reputable vendor that is in the area and is licensed,  
1167 that we have some kind of recourse maybe.

1168 Mr. Hayes stated if I remember correctly, do not quote me on this, but I think it was  
1169 Jacksonville this outfit was out of because they manufacture them and make them. If you recall  
1170 why this took so long, we were going through a project management company. Then that switched  
1171 to Carports Anywhere, who actually manufactures and brings them and installs. That price I was  
1172 quoting was the balance due after the deposit, so it \$6,307.50 you were considering.

1173 Ms. Phillips asked what company was that with?

1174 Mr. Hayes stated it was with Carports Anywhere, for a commercial building.

1175 Mr. Leet asked do we just want to pull the trigger?

1176 Mr. Hayes stated I cannot guarantee the price will be the same.

1177 Mr. Leet stated it has been more than 90 days. Did they have a timeframe on their quote? It  
1178 has probably been longer than three months.

1179 Mr. Hayes stated it has been going on for several months.

1180 Ms. Kassel stated 86 global reviews, 3.5 stars.

1181 Mr. Leet asked what is our direction?

1182 Ms. Kassel stated they have an A- rating on the Better Business Bureau ("BBB").

1183 Mr. Leet asked what would the manager's recommendation be?



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1184 Mr. Hayes stated my recommendation is what counsel has said. I will repeat what he said, and  
1185 I will let him chime in. Mr. Eckert said it is up to you Board members in how comfortable you feel  
1186 with the language that was written in the contract. They can edit again, but he told you the possible  
1187 recourse of taking that language out of the contract. It is your decision as a Board.

1188 Ms. Phillips asked how much was that for?

1189 Mr. Hayes stated \$6,307.50. That was the amount for that shed.

1190 Ms. Phillips stated even if we lost that.

1191 Mr. Hayes stated it is not a \$100,000 shed.

1192 Ms. Phillips stated if that gets the ball rolling, it gets us taken care of.

1193 Mr. LeMenager asked what are the County requirements in terms of getting a permit?

1194 Mr. Hamstra stated I will call tomorrow.

1195 Mr. LeMenager stated we are going for a building that is 12x20. Would you still need a  
1196 building permit for something that is 12x10?

1197 Mr. Hamstra stated I will need to call. I do not want to speculate. Every city and county I work  
1198 with is different.

1199 Ms. Kassel stated here is the thing about a smaller building. Part of the purpose for this building  
1200 was to temporarily store some CDD materials until a maintenance facility is built. That is one of  
1201 the reasons we wanted the garden shed to be 12x20. That is why it is a bigger issue. I would say  
1202 to move ahead with Carports Anywhere. They have an A- rating on BBB.

1203 Mr. Leet asked do we need a motion for that?

1204 Mr. Hayes stated no, you just provide direction to counsel, and he is on by Zoom. You would  
1205 be asking him to further revise the contractual agreement that they put together, removing that  
1206 language that was the barrier, provide it to the manager, who in turn will work with the vendor to  
1207 see if we can get it signed by them, and I will send it to the Chairman or Vice Chairman for  
1208 signature with your approval. We can move ahead with the deposit, and I can provide more  
1209 updates.

1210 Mr. LeMenager asked do we have an estimated timeline for the permanent solution?

1211 Mr. Leet stated I am guessing that will be in the engineer's report.

1212 Mr. Hamstra stated I will call tomorrow and send any answers to Mr. Hayes so he can update  
1213 the Board members.

1214 Mr. LeMenager stated I meant for other facility. Ms. Kassel said one of the reasons we wanted  
1215 to go with the 12x20 shed is because we want a place to temporarily store some things. The  
1216 question is, how long is temporary?

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1217 Mr. Hamstra stated that is the number-one item for my report.

1218 Mr. Leet asked does Mr. Eckert need any other direction or clarification?

1219 Mr. Eckert stated I am hearing a consensus of the Board that they want to remove the language  
1220 that requires them to deliver a product within any given period of time. Based on the consensus, I  
1221 will remove that language.

1222 Ms. Kassel stated I have two Supervisor requests that have to do with field services, but I will  
1223 bring those up later.

1224 **C. District Engineer: Pegasus**

1225 **i. Discussion Regarding Maintenance Facility**

1226 Mr. Hamstra stated I mean no disrespect to the former Chairman. With the new composition  
1227 and personalities, before I spend any more time or money on the CDD maintenance facility, is the  
1228 Board still on board with moving forward with the proposed location? Or is there a discussion to  
1229 consider different options? Depending on your answer, then I will talk about the location and plans  
1230 we are working on.

1231 Mr. Leet stated I know it was mentioned that Garden Road was starting to show some signs of  
1232 wear and tear and add maybe additional fill placed on it. I know the engineer did an analysis back  
1233 when we were looking at trying to maintain that, for the stability of the road and what will be  
1234 required to keep the RV lot open. In light of things we have seen with incoming developers  
1235 potentially building a road that will also go to that area, would any of the conversation change if  
1236 we went strictly, only for purposes of the CDD office, having a structure near where we had it  
1237 before? Would the requirements for stabilizing that road be any different if we are not talking  
1238 about an RV lot being there? People are saying they are not happy about the proposed location. I  
1239 want to make sure we have done everything we can to make sure there is not a way to maybe do  
1240 that existing road and a different location without an exorbitant cost to the CDD. Does anything  
1241 change?

1242 Mr. Hamstra stated when you were considering that location, it was always hooked to the RV  
1243 lot. The fire department required a paved surface, which is in contradiction to what Florida Gas  
1244 Transmission ("FGT") would allow because of their transmission lines.

1245 Mr. Leet stated right.

1246 Mr. Hamstra stated I am not sure that situation will have changed. I do not know if you want  
1247 to stick with the lakefront or go back to Plan B or if there is a Plan C that the new Board wants to  
1248 consider. Otherwise, I will finalize the site development plans to the County and get that ball  
1249 rolling, but I do not want to do it with the new composition of the Board if there is a new intention  
1250 of what you want to do.

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1251 Ms. Phillips stated I am in favor of keeping it at the lakefront.

1252 Mr. Leet stated I go to what Mr. Janeczek said at the beginning of the meeting. I believe the  
1253 direction had been to not use the existing pad, that we would be going with a new pad. Is that  
1254 correct?

1255 Mr. Hamstra stated if you are going to put it at the lakefront, that pad will not work. We will  
1256 need to break it up and put in a new one.

1257 Mr. Leet asked for that new pad, is that a fixed location? Is that something we still have some  
1258 discretion over?

1259 Mr. Hamstra stated it is time to talk about moving it. That will segue into talking about the  
1260 building size, which we will discuss later.

1261 Ms. Kassel asked would there be additional costs incurred if the site for the pad was moved  
1262 farther back from the trail?

1263 Mr. Hamstra stated no, not at this point. We are just moving a box in a planned use. We will  
1264 break up the concrete because it is not good for the new building. Whether we poured it 15 or 20  
1265 or 50 feet off the pad, now is the best time to do it before the plans are finalized.

1266 Ms. Kassel asked but it is not going to require any grading or fill or anything like that?

1267 Mr. Hamstra stated not fill, but there may be some regrading to get a level platform.

1268 Ms. Kassel asked what kind of cost are we looking at?

1269 Mr. Hamstra stated let me jump ahead then. At first, we were looking at a 16x45x12 building  
1270 with a lean-to. We also got quotes when Mr. Brett Perez was here for 25x45 with different widths  
1271 for the lean-to. If you are going to move it, you also want to go with a bigger building for field  
1272 services. We had three quotes at the time, and the Board went with the cheaper version to try to  
1273 squeeze it on that existing pad. Even when I had people out there doing my field work, someone  
1274 said they sure hope we are not putting it there. I said they need to come to the Board and voice  
1275 their concern, but they never showed up. If we are going to move it, you want to revisit the size of  
1276 the building, as well.

1277 Ms. Kassel asked what is the total all-in cost for 25x45?

1278 Mr. Hamstra stated for the building only, it goes from basically \$18,000, which is proposed  
1279 now that the Board agreed upon a couple months ago, to the next size up that we were going to put  
1280 on the other sites at about \$25,000, or about a \$7,000 or \$8,000 difference.

1281 Ms. Kassel stated when I say all in, I do not mean just for the building. I mean for any additional  
1282 sitework or anything additional that the CDD would be paying for the facility beyond that \$8,000.

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1283 Mr. Hamstra stated I had not spent too much time on it. I did not know what this new Board  
1284 was going to do.

1285 Mr. Chokanis stated I am curious, too. We were at about \$100,000 for the lakefront site, and  
1286 about \$300,000 for the other sites.

1287 Ms. Kassel stated yes.

1288 Mr. Chokanis stated I would be curious to see how much that increases the overall cost.

1289 Mr. Leet stated we already established there is going to be a new pad. We know the difference  
1290 in cost of the building goes from \$18,000 to \$25,000. A slightly larger pad does not seem like it  
1291 will be a multiplier to the cost.

1292 Ms. Kassel asked what is the cost of putting in a 25-foot by 45-foot pad? We are going to have  
1293 to remove the old one, anyway.

1294 Mr. Hamstra stated I am trying to get a consensus. Do you want to stick with the lakefront, do  
1295 you want to move away from the trail, and do you want a bigger building? Then I can come back  
1296 with revised numbers.

1297 Ms. Kassel stated we do not really want to keep putting it off, but in order for us to make a  
1298 decision, we need to have numbers. That is why we are asking these questions. If we put it on the  
1299 Buck Lake site, which no one really wants to put it there, but it seemed originally to be a lot more  
1300 cost effective to use that site and put it there. Now we are running into complications, like the old  
1301 pad has to be broken up and removed, and a new pad has to be installed. It was originally \$100,000.  
1302 Are we now talking about \$150,000 or \$110,000 or \$175,000? We are just trying to get an idea  
1303 before we make a decision about where to put it.

1304 Mr. Hamstra stated if you are going with a bigger building and a little more concrete, you are  
1305 probably going up to \$150,000.

1306 Mr. LeMenager stated that is still less than half the price of the other site.

1307 Ms. Phillips stated the other site was going to have problems because of the land and the  
1308 parking, too.

1309 Mr. Leet stated there is an easement and some unanswered questions.

1310 Mr. Hamstra stated it is tight, but you have a bigger building, paved parking areas, dedicated  
1311 facility, and a restroom. It is not quite an apples-to-apples comparison, but it is probably double  
1312 the cost. Obviously from comments at prior meetings, both from the public and the Board, there  
1313 was some uncertainty. I just do not want to go forward at the County if there is a potential. If not,  
1314 I will give you a new number at the next meeting in three or four weeks with a bigger footprint  
1315 and a relocated footprint, whether it is \$140,000 or \$150,000 or whatever the number will be.

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1316 Ms. Phillips stated I think we are beating this thing to death. I think a decision just needs to be  
1317 made. None of us want it to be there, and none of us want to spend the money, but we need a  
1318 facility. That is really the only place to put it right now, to have something done because we are  
1319 still on borrowed time with the County.

1320 Mr. Hamstra stated correct.

1321 Ms. Phillips stated I think we should pick one at a not-to-exceed dollar amount. I am not an  
1322 engineer, so I am not going to understand those things anyway, like what kind of concrete to pour  
1323 and this mixture that things have to be. At some point, we have to trust what the experts tell us.

1324 Mr. Hamstra asked how far back do you want to move the building from the sidewalk?

1325 Mr. Chokanis asked also with the increase in size, it will still be able to be transportable to be  
1326 moved to a different location?

1327 Mr. Hamstra stated yes, I think so. We move houses from Smyrna Beach and are elevating  
1328 them, so we can definitely move a shed.

1329 Mr. LeMenager stated that might be a saving grace. Where is the maintenance for the golf  
1330 course?

1331 Mr. Leet stated that is also off Five Oaks Drive.

1332 Mr. LeMenager stated that is what I thought. Any possibility we can share with them?

1333 Mr. Leet stated we talked with them. That was several months ago, and they wanted a fair  
1334 market price. Apparently they may be willing to sell, if my understanding is correct.

1335 Mr. Hayes stated when I talked with the golf course at the Board's direction, they said it was  
1336 a definitive no. They did not have any space. They were not interested in that. They have landscape  
1337 companies and residents who want to park RVs there. They were not going to entertain that.

1338 Mr. Leet stated the limitations for using the previous area: (1) we would have to undertake  
1339 another planned development ("PD") amendment with the County to hopefully get approval to  
1340 have a permanent facility back there, (2) the fire department wants a hammerhead to be able to  
1341 turn around, and 3) we have to hope they would be okay to grandfather us in with a rock-paved  
1342 road with FGT will not let us do a hard pave over it.

1343 Ms. Phillips asked was there some talk about coming in from the other side when that other  
1344 part gets developed?

1345 Mr. Leet stated yes, that is what I mentioned earlier. The information in the trade paper the  
1346 other day shows a road going right through that front portion and would only have to cross the  
1347 pipeline, which happens in many other places. That would be a far less expensive permanent option  
1348 once that surrounding development is complete, if it is in any way, shape, or form resembling what



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1349 was in the trade papers. I do not know if Mr. Hamstra or Mr. Hayes will have any patience with  
1350 us considering on a temporary basis to use this grandfathered road that has survived this pipeline  
1351 and easement work that has been going on for the last few months and would only be used for the  
1352 CDD. It would be public use but not RV lot use, with the understanding that a permanent solution  
1353 would be that we plan to have access be from whatever new development comes in front of it. Do  
1354 we think the County will have any patience and have that conversation with us, knowing it would  
1355 be a PD amendment and temporary agreement to use the roads in their current condition—  
1356 hammerhead, dirt road, parking, whatever—and the permanent solution would be when the  
1357 development fills in around it.

1358 Mr. Hamstra stated my guess is, we are on borrowed time with the County. They have been  
1359 cooperative, but I think we are hanging our hat on a development, and who knows what is going  
1360 to happen with their permitting and opposition from the public. If we tie it to that, it could be a  
1361 year easily. I do not know how much we can pull that rubber band with the County.

1362 Ms. Kassel stated also, I wonder if there is sufficient room down there. I know the garden shed  
1363 was looked to be pushed back because the road floods. I do not know that there is sufficient room  
1364 down there.

1365 Mr. Leet stated it will still cost more. It seems like it would cost more in terms of just the site  
1366 preparation required in addition to the building.

1367 Ms. Kassel stated to me, it seems like we should just continue on the path we are on with a  
1368 slightly bigger building. It will cost more, but I think it will be worthwhile in the end. That building  
1369 is movable. If and when that development does come in and there is a road, then we can talk about  
1370 moving the building to that location. I do not think we should ask the County.

1371 Mr. LeMenager asked can we put it as far back as possible?

1372 Ms. Kassel stated I do not know how much room we will have.

1373 Mr. Leet stated the tradeoff is field services getting their vehicles in and out. Are we planning  
1374 on them accessing from the parking lot from the road out to the lake? If we were to move it and  
1375 stick it back in the corner as far away from intruding on the green space as we can, that is not too  
1376 bad a tradeoff, right?

1377 Mr. Hamstra stated the plan is, when you pull in from Lakefront Park, you take a left to go to  
1378 the unpaved area. To the right is the old paved parking lot. The dumpster, which will be required,  
1379 will be on that paved portion. I know you will see a dumpster, but you can enclose it or put  
1380 vegetation around it. That has to go on the paved portion. To answer your question, we can move  
1381 it quite a bit. That is all green space back there. I can bring a big aerial map, and we can get our

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1382 plans and pins out, and we can take direction where you would like to have it. That all goes toward  
1383 the cost.

1384 Ms. Phillips stated that is the cheapest place to put it.

1385 Mr. Hamstra stated the cheapest place is where the pad is now.

1386 Ms. Kassel stated if Mr. Hamstra is going to be out here, let me know when and I will meet  
1387 you there. We can take some pictures. I know you want to move this forward now, but we do not  
1388 really know what we are looking at.

1389 Ms. Phillips stated however, we have an engineer who can pick the best spot for us.

1390 Mr. Hamstra stated what I would choose from an engineering standpoint versus what the public  
1391 would like to see is two different things.

1392 Mr. Leet stated you would probably want to put it up high and dry next to the parking lot.

1393 Mr. Hamstra stated yes, if I could, but it does drop off quickly at the edge of the parking lot. I  
1394 have walked it. Once it drops off a good two feet, then it does level off for quite a bit.

1395 Mr. Leet asked so you would want it on that middle tier, not all the way down to the wetland  
1396 level?

1397 Mr. Hamstra stated yes, the middle tier if you want to call it that, between the fence that has  
1398 the abandoned electrical components.

1399 Ms. Kassel stated I think the idea that is coming from the Board is that we want it as reasonably  
1400 and inexpensively farther back from the Buck Lake path, if that makes sense.

1401 Mr. Leet stated on that level Mr. Hamstra described, but as far north and east as it will fit, so  
1402 it is the least intrusive on the park and open space right there.

1403 Mr. Hamstra stated it will just be a longer walk to the restrooms. Is the consensus on a bit  
1404 larger building? Not a skinnier one, but do you want to go one size larger when I give you the new  
1405 costs next month?

1406 Mr. Leet stated I think so.

1407 Ms. Kassel stated I think we would like to know what it will cost.

1408 Mr. Hayes stated so a 25x45x12.

1409 Mr. Hamstra stated yes. There will be an additional cost for the concrete pad, the additional  
1410 cost of the sidewalk to move it, the regrading that goes with moving it as far back as we can  
1411 practically. I cannot move the dumpster, unfortunately, to the other parking lot, so it will have to  
1412 go on that pad.

1413 Ms. Kassel stated obviously, it will need more fencing and more landscaping because it will  
1414 be wider.

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1415 Mr. Hamstra stated I will be out here Sunday morning doing other things, so I can call you. If  
1416 you want to meet me out here, that is fine.

1417 Ms. Kassel asked what time? I have a program at the ranch on Sunday.

1418 Mr. Hamstra stated I can do my other CDDs first and come here last. I can flip flop the order.  
1419 Tell me what time works.

1420 Ms. Kassel stated my program goes from 10:00 a.m. to 2:00 p.m. on Sunday.

1421 Mr. Hamstra asked can you meet at 9:00 a.m. or 8:30 a.m.?

1422 Ms. Kassel stated maybe. I will be at the ranch getting everything ready.

1423 Mr. Hamstra stated let me know if 8:30 or 9:00 works. It should not take long.

1424 Ms. Kassel stated please reach out to me.

1425 **ii. Discussion Regarding Old World Climbing Fern Program**

1426 Mr. Hamstra stated I talked with Ms. Catherine Bowman today regarding your Old World  
1427 climbing fern program. She inspected three of the monitoring stations, and said the three of them  
1428 actually looked pretty good. There is regrowth, which is not surprising, but Mr. Brad Vinson is  
1429 doing a good job staying on top of it. What she did see yesterday is a little bit concerning. At the  
1430 end of the driving range on the right-hand side is a water plant. I do not know who, whether  
1431 Benchmark, the golf course, or who, but there is a huge landscape debris pile forming and being  
1432 dumped into the wetland. We need to find out who is using that area for a dump site. We need to  
1433 get that out of there. While she was back there looking into this new situation, we do have an Old  
1434 World climbing fern issue forming there quickly. I can get her to provide a quote from an aquatic  
1435 company to look at that area. Someone needs to look into who is dumping stuff there. We have to  
1436 get it out.

1437 Mr. Chokanis stated it is probably the golf course.

1438 Ms. Kassel stated I am guessing.

1439 Mr. Chokanis stated I do not even think Benchmark can get back there. I know where it is; I  
1440 play golf on that course. It is way back by the driving range in the corner between the seventh hole  
1441 and the driving range.

1442 Mr. Hayes stated if Mr. Hamstra could provide me with what she has for the logistics, that  
1443 would be helpful.

1444 Mr. Hamstra stated yes.

1445 Mr. Chokanis asked it is in the pond?

1446 Mr. Hamstra stated she said it is actually being dumped in the bigger wetland.

1447 Ms. Kassel stated maybe it is a different area than Mr. Chokanis described.

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**iii. Discussion Regarding Storm Sewer Investigation**

Mr. Hamstra stated my next item is the Five Oaks Drive and Cat Brier Trail storm sewer investigation. I tried to get a quote from Atlantic Pipe Services, who has been doing all our closed-circuit televising (“CCTV”) inspection of the pipes. I guess lately they have been getting burned on pipes that are submerged underwater at all times. I am guessing what they may find when they go in there. Their bids are coming in a lot higher than I am used to, maybe because of lessons learned. They asked if you can make sure the outlet pipe is free and unobstructed. Then they would feel better putting their plug on there, pumping the pipe well dry, and running a camera through there. I went out there about two weeks ago. I went to see the one at Five Oaks Drive, which looks like it is almost entirely buried in sediment. I asked Mr. Hayes if Inframark was comfortable getting a small backhoe or getting back there and getting the sediments out. I then went to someone we have been using for quite a while for all my CDD work, P.J. with Element Environmental. He said he would give me a proposal. I was hoping to get it today. He will give me a proposal to do sediment removal. Then Atlantic Pipe Services can give me a solid number to CCTV inspect the two storm sewer systems that have the observed and localized flooding issues we talked about two meetings ago.

Mr. Leet stated riddle me this. If we get that proposal, which is mandatory work that those outflows need to be cleaned out, there is a chance that is the issue right there.

Mr. Hamstra stated agree, if it is really bad.

Mr. Leet asked depending on that outcome, would there be a risk in waiting to see what happens after the next rain event?

Mr. Hamstra stated it will not get any worse.

Mr. Leet stated right, it will not fill in and cave in right away.

Mr. Hamstra stated right.

Mr. Leet stated yes, move forward in getting that proposal.

Mr. Chokanis asked did we discuss asking the County to split it with us or something?

Mr. Hamstra stated we did not have a model problem on Cat Brier Trail. That is why I am more concerned it is the outlets. We have a model problem on Five Oaks Drive, but again from what I saw in that pipe being almost entirely buried, I think it will go a long way just to get that blown out and cleaned, put some riprap around it, and protect it moving forward. Maybe we do not need to do any CCTV work or any coordination with the County on discussion of costs. On Cat Brier Trail, I had asked Mr. Hayes or Benchmark, there is a control structure stuck in the corner on the golf course side, completely surrounded by littoral plants that I could not physically get to. I simply

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1481 asked Mr. Hayes or Benchmark if they could clear a five-foot diameter area around that area so I  
1482 can look at the structure. Inframark is going to do me a favor on the other control structure for Five  
1483 Oaks Drive. There is a hole in the box that controls the lake level with about a twelve-inch-thick  
1484 matting of pine needles. I took my boot and cleared it, but I asked Mr. Hayes if his guys can take  
1485 it all out. It is not a big area.

1486 Mr. Hayes stated Mr. Baez and his team will address that.

1487 Ms. Kassel stated there is also an outfall or a drain with a grate on the backside behind Dark  
1488 Sky Drive leading to Buck Lake, the back side of the pond there. A little tree is growing out of it,  
1489 and it always has water in it, even when it is dry. I am wondering if that needs to be looked at, as  
1490 well.

1491 Mr. Hamstra stated those are called bubble-up structures. The way it is designed is, the water  
1492 in the pond will fill up, go through the pipe, come out at the top of the structure, and sheet flow  
1493 into the wetland. Every time you look in there, you should see water at all times. It will vary  
1494 throughout the year.

1495 Ms. Kassel stated it is covered in water. It is not bleeding off.

1496 Mr. Leet asked should that be the lake level?

1497 Mr. Hamstra stated no, there should be a swale, and then it sheet flows into the wetland. I will  
1498 look at it when I am out here. I know where they are at. There are three or four of them.

1499 Ms. Kassel stated behind Dark Sky Drive. The loop that goes around the back of the pond,  
1500 there is an outlet that comes from that pond and goes toward Buck Lake that is always under water.

1501 Mr. Hamstra stated then there are four with the same design. Water goes through the structure,  
1502 back up to the wetland, and it is supposed to sheet flow. I will look at those when I am out here.

1503 **iv. Miscellaneous Items**

1504 Mr. Leet stated I know through the interlocal agreement that the pond and canal treatment is  
1505 happening or happened recently in the canals behind Harmony West CDD ("Harmony West"). For  
1506 everyone's benefit, they own Buck Lake and the canals. We have an interlocal agreement for the  
1507 maintenance thereof. My question while we are talking about drainage and everything. The  
1508 drainage canal, which partially comes through our CDD property and then runs through Harmony  
1509 West property, you can almost walk on it. That canal is extremely vegetated. Is there any point  
1510 where we need to be concerned? That drainage structure is part of the lake and the entire system.  
1511 Is there a point where would need to coordinate with Harmony West? When should we be worried  
1512 about it?

1513 Mr. Hamstra stated I would have to see it.



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1514 Mr. Leet stated if you are looking at the drain, the canal is right there, too.

1515 Mr. Hamstra stated I knew we might have a new Chairman tonight, so I brought maps that may  
1516 be helpful. One is a drainage map, and one is a landscape map for the whole community.

1517 **D. District Counsel: Kutak Rock**

1518 Mr. Eckert stated let me start out by welcoming Mr. LeMenager to the Board. I would ask that  
1519 Mr. Hayes provide to Mr. LeMenager after the meeting my cell phone number, and I will ask Mr.  
1520 LeMenager to call me when you get a chance. We can talk through some of the stuff that we have  
1521 been working on from a legal perspective. Ms. Kate John from our office also works with the  
1522 CDD, and that is another name you may hear. I look forward to talking with you on the phone  
1523 some time after the meeting.

1524 **i. Potential Spending Authorization Resolution to Supplement Procurement Policy**

1525 Mr. Eckert stated this is something I worked on with the prior Chairman. I wanted to find out  
1526 if the Board had any interest in looking at your current procurement policies that you have and  
1527 marrying them into some form of spending authorization resolution. We have deferred this item a  
1528 couple times, and you can certainly defer it another month to give the new Chairman time to look  
1529 at that, or the direction the Board would like me to do. The direction I am hopefully looking for  
1530 from the Board is, if you want me to try to develop the marrying of this resolution and the policies,  
1531 or if you would like me just set them to the side for now and not look at them again unless the  
1532 Board brings it up.

1533 Mr. LeMenager stated I did review the minutes of the last meeting before I came, just on the  
1534 chance I might be appointed. I thought it was a very good idea. it was in black and white. That  
1535 way various and sundry staff know what they have the power to do. When they have to make a  
1536 decision, they know whether or not they can do it or if they have to get approval.

1537 Ms. Kassel stated we already have a procurement policy.

1538 Mr. LeMenager asked how does this differ?

1539 Mr. Eckert stated in most of my districts, we have hard caps on what the facility manager can  
1540 spend, what the District manager can spend, and what the Chairman can spend. We also have the  
1541 resolution that authorizes the payment of continuing obligations. Finally, this resolution also  
1542 addresses how we deal with emergency issues and what can be spent during emergencies. It  
1543 actually covers more than what your supplemental procurement policy is. Rather than try to have  
1544 two different policies that people may look at and think they are either conflicting or inconsistent,  
1545 the thought was if we want to marry these two concepts into one resolution that you would be able  
1546 to have moving forward. The intent was not to necessarily change the supplemental procurement  
1547 policy, but also to incorporate into it dealing with continuing expenses and emergencies.

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1548 Mr. Leet stated I think the one that was put in place shortly after Ms. Kramer came on the  
1549 Board was just dollar levels that the District manager can authorize and what the whole Board can  
1550 authorize. This is just more thorough and detailed.

1551 Ms. Montagna stated to tag onto what Mr. Eckert is saying, yes, the procurement policy is as  
1552 Mr. Leet just stated, but it also hinders a lot if we have small projects or things like that where we  
1553 are not able to get a certain number of vendor proposals to be able to meet the criteria of the  
1554 procurement policy, which holds up a lot of things. I think what Mr. Eckert is asking if the Board  
1555 would like to put in place, I highly recommend it because it would help staff and also help to keep  
1556 things moving along instead of waiting 30 or 60 days because you cannot meet the requirements  
1557 of the procurement policy, if that makes sense.

1558 Mr. Leet stated I know Mr. Eckert has been taking a pass over the rules. Is this something we  
1559 would be able to authorize separately? Or does it need to be part of the rulemaking process?

1560 Mr. Eckert stated my recommendation is for this to be through a resolution and not through  
1561 the rulemaking procedures, dealing with policies and that sort of thing. That is how I would  
1562 recommend doing it.

1563 Ms. Montagna stated I agree 100%.

1564 Ms. Kassel stated I have three questions, then. One, would we need to revoke the procurement  
1565 policy when we go through the rulemaking process?

1566 Mr. Eckert asked did you adopt the supplemental procurement policy through rulemaking?

1567 Ms. Kassel stated I think so.

1568 Mr. Leet stated I am not sure.

1569 Ms. Montagna stated no, we did not. Let me double check and confirm, but I do not believe it  
1570 was adopted through rulemaking because we have not had that hearing. That is what I am looking  
1571 through now, all the rules.

1572 Mr. Eckert stated the answer to the question is, if it was only adopted as a policy, you could  
1573 incorporate it into a resolution without going through the 30-day hearing process.

1574 Ms. Kassel stated my second question is, I was wondering why the procurement policy, which  
1575 was approved by the Board, only appeared in draft form in the agenda. Why do we not have a  
1576 finished version? Why were we presented with a draft?

1577 Mr. Eckert stated I could only provide the version that was provided to me.

1578 Ms. Kassel stated you had asked us whether or not you wanted us to authorize you to draft a  
1579 resolution, but it seems like the resolution has already been drafted. Is my understanding correct?

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1580 Mr. Eckert stated the form of the resolution that I use in other districts is what was included in  
1581 the agenda package. We did not spend significant time on that. It was just a form we use in other  
1582 places. When I showed it to the prior Chairman, she said we have a procurement policy and it  
1583 would be good to marry the two together into one resolution. The authorization I am seeking from  
1584 the Board is if you want me to do the work in trying to marry those two together and present you  
1585 with a resolution for your consideration at a future meeting. I did not want to cause the District to  
1586 incur the expenses if the Board was not in favor of it.

1587 Ms. Kassel asked can you give us an idea of what the expense would be?

1588 Mr. Eckert stated probably two or two-and-a-half hours, so \$750 to \$850 would be my guess.

1589 Mr. Chokanis asked would we change the amount they are able to spend? Or is it just giving  
1590 them more leeway to get more vendor opportunities and move things along?

1591 Mr. Eckert stated ultimately, that is up to the Board to decide what you want. How I envision  
1592 this process going is, if we are going to prepare it, I would prepare it as a draft. I would circulate  
1593 it to the Board prior to including in the agenda to get Board member thoughts. Then I would try to  
1594 incorporate those. Where there would be a conflict in Board member thoughts, we would address  
1595 that at a public Board meeting. I am happy not to do the work. It does not matter to me. I think it  
1596 is a best practice with a lot of communities that we have found to be helpful.

1597 Mr. Chokanis stated I am in favor of helping things move along faster. I think we should  
1598 definitely get it. Provide a draft, something we can all look at the numbers and vote on at the next  
1599 meeting, if the rest of the Board is good with that.

1600 Ms. Kassel asked are we authorizing Mr. Eckert to move forward?

1601 Mr. LeMenager stated it sounds like it.

1602 Mr. Leet stated the alternative would be to have something that is already boilerplate and  
1603 already done that maybe does not take the merging process but would just be ready for us to set  
1604 the numbers and go from there. Is that the discussion we are having?

1605 Mr. Chokanis stated he has to blend the two together. This is just like a general resolution, and  
1606 he has to add our procurement policy and process into it. Is that correct?

1607 Mr. Eckert stated it is. I think, to Ms. Montagna's point, you ought to consider maybe giving  
1608 some flexibility when they cannot get proposals that staff is authorized to move forward on some  
1609 things when they can only get one or two versus three. Those are the kinds of things that I think  
1610 staff and I would have a conversation about what they think would be helpful to them. We would  
1611 present that as a draft. Ultimately, the Board will make this decision, so this will be the Board's  
1612 policy before adoption.

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1613 Mr. Leet stated it sounds like we are giving direction for Mr. Eckert to proceed.

1614 Mr. Eckert stated I do not need a motion. I understand what you are asking.

1615 **ii. Action on Parcel VC-1 Debt Service**

1616 Mr. Eckert stated we filed a notice with Electronic Municipal Market Access (“EMMA”) that  
1617 relates to the prepayment of a portion of the bonds that will be made by the CDD by the end of  
1618 January.

1619 Ms. Kassel stated I thought you were going to ask us about moving forward. I thought we were  
1620 going to pay that in December. I do not remember if we settled on that. I thought that was going  
1621 to be the action.

1622 Mr. Eckert stated the Board settled on paying it by the end of January.

1623 Ms. Montagna stated correct.

1624 Mr. Eckert stated the Board could choose to do it in December, but the notice that we filed  
1625 with the bondholder depository said by the end of January. That way, the Board can be prudent to  
1626 make sure you have enough tax receipts come in and would not need those funds for operating  
1627 expenses.

1628 **iii. Ethics Training**

1629 Mr. Eckert stated we circulated to the Board about the new requirement for ethics training.  
1630 That requirement kicks in on January 1, 2024. You have the whole calendar year of 2024 to  
1631 complete that training. We provided the Board with links to websites where that training can be  
1632 accomplished for free. There is also some paid training. A couple things I would note. We were  
1633 working with the Commission on Ethics to try to understand if they were going to have different  
1634 training for CDD Board members versus county commissioners and they said, no. It will be the  
1635 same training. You have some different laws that affect you, but it will be the same training. Our  
1636 understanding, too, is the reporting requirement. Because a lot of these are free, they do not offer  
1637 certificates. When you fill out your financial disclosure for each year, there will be a box that you  
1638 check that in 2025 to confirm you completed these four hours of ethics training in 2024. My  
1639 recommendation is, when you take the training, write down the date, the training course that you  
1640 took, and the time you spent. I also recommend if you can take a screenshot of the first page of the  
1641 online course and the last page of the online course. I think that would be helpful for you to keep.  
1642 I do not know that there will be a lot of interest in trying to verify with the Commission on Ethics,  
1643 but if I were to take the training, that is what I would do to have a record of it. Hopefully it will be  
1644 good training for everyone. My homework from this meeting is to speak with Mr. LeMenager and  
1645 remove the language from the Carports Anywhere contract. Those are all that I am taking away  
1646 from the meeting so far. If someone has a different understanding, let me know.

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1647 Mr. Leet stated and procurement resolution.

1648 Mr. Eckert stated yes.

1649 **E. District Manager: Inframark**

1650 Mr. Hayes stated your next meeting is scheduled for Thursday, December 21 at 6:00 p.m. to  
1651 be held here at the Jones model home, as we do each month.

1652 **i. Update on Project Board**

1653 Mr. Hayes stated what I distributed tonight is something we are rolling out. This will be in  
1654 place of the dropbox that you used to use. This is a sample to give you an idea of what we are  
1655 going to do moving forward. As you can see, there are several columns of different things we  
1656 would provide. It is going to be an update, like your dropbox would be, that would be provided to  
1657 the Board on a weekly basis on Fridays. You can see an example of sidewalk grinding, and what  
1658 notes that I have for updates on that particular item. For field service updates, I will be working  
1659 with Mr. Baez to get those updates on what we are doing with the project with dates, as well as  
1660 my notes and admin notes, whether or not it an agenda item, all that is being detailed here. I wanted  
1661 to bring this and share this with you as to what I will be doing, in addition to what we are getting  
1662 from Mr. Baez on the weekly updates from his project schedules.

1663 Ms. Montagna stated this will be strictly updates with what is going on between meetings and  
1664 what your field staff is doing. This will not be inundated with daily tasks, like emptying doggie  
1665 stations or cleaning bathrooms. Those items will not be on here. Those are things staff does daily.  
1666 This report will be purely updates every Friday, so the Board knows what the status is and updates  
1667 that we are tasked from a previous meeting or field projects that are going on.

1668 Ms. Kassel stated for example, things like the pool cover grate that was in the report, the rehab  
1669 in the garden, the volleyball net, the Children at Play signs, and the tower, those will all be on this  
1670 list.

1671 Ms. Montagna stated yes.

1672 Mr. Leet stated this looks good. This is just a sample. I do not expect it to be fully completed  
1673 or anything, but as far as the template, this is updated and refreshed. I like it so far.

1674 Ms. Phillips asked are we going to do this online? Or are you going to update it and send it by  
1675 email?

1676 Mr. Hayes stated I will be updating it, and I was going to send it to you via email.

1677 Ms. Montagna stated it is a live internal working document, so it will be updated daily live.

1678 Mr. Hayes stated it is in real time.

1679 Ms. Montagna stated then every Friday, it will be emailed to you.

1680 Mr. Leet asked any chance it is in Teams and you can send a view-only link?



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- 1681 Ms. Montagna stated it actually is. If everyone has access to Teams, we can share it that way.
- 1682 Ms. Kassel stated no.
- 1683 Ms. Montagna stated I did not know if everyone had access to Teams, and we actually figured
- 1684 out how to do it both ways, if you like.
- 1685 Ms. Phillips asked what platform is Teams?
- 1686 Mr. Hayes stated Microsoft Teams.
- 1687 Ms. Phillips stated no.
- 1688 Ms. Kassel stated I do not have Teams, and neither does Ms. Phillips.
- 1689 Ms. Montagna stated it can be sent out both ways, emailed to the Board, and for those who
- 1690 have access to Teams, it can be sent to them that way, as well.
- 1691 Mr. Hayes asked who is with Teams in addition to Mr. Leet?
- 1692 Ms. Phillips asked is that Microsoft 365?
- 1693 Mr. Leet stated yes. It should have been installed along with Outlook. We have Outlook, and
- 1694 Teams was probably installed at the same time.
- 1695 Ms. Phillips stated that is what I am wondering. Is that not what we have?
- 1696 Mr. Chokanis stated we should.
- 1697 Ms. Montagna stated yes, you probably just have to download the Teams app.
- 1698 Ms. Phillips stated yes. You can still send it via email.
- 1699 Mr. Hayes stated I will send this via email to Ms. Kassel. Mr. Chokanis is on Teams. Would
- 1700 Ms. Phillips like it by email or Teams?
- 1701 Ms. Phillips stated I would rather do Teams. I will let you know if I have it.
- 1702 Mr. Hayes stated Mr. LeMenager would like it by email.
- 1703 Ms. Kassel stated send it by email and include the Teams link to everyone. That way you do
- 1704 not have to do anything separate. Just attach it and email it.
- 1705 Mr. Chokanis stated that makes it simpler for Mr. Hayes.
- 1706 Ms. Phillips stated if we have the Teams link, we can look at it anytime we want.
- 1707 Ms. Kassel stated you could, yes.
- 1708 **ii. Update on Supervisor Emails**
- 1709 Mr. Hayes stated you had asked for an update on your old Supervisor emails. They were backed
- 1710 up when they did the transition. What I found out from our team is, if you go to your Board member
- 1711 Outlook email account and scroll to the bottom, you should be able to find those in a folder,
- 1712 whether it is marked Archive or not. Your emails should be there.
- 1713 Mr. Leet stated sorry, they are not.

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1714 Mr. Hayes stated then I need to do something further on that.

1715 Mr. Leet stated there is one email from September 2023 that shows up in the archive on my  
1716 Outlook.

1717 Ms. Montagna stated so the next step, if everyone does not have that archive folder, we already  
1718 have it setup with Microsoft that they are going to do a zip file for each of you. That is the file that  
1719 will be sent to you.

1720 Mr. Chokanis stated I have just one email from October.

1721 Mr. Hayes stated we will look to getting a zip file forwarded to each of you.

1722 **iii. Traffic Calming Devices**

1723 Mr. Hayes stated the Board discussed a speed study or traffic study. I contacted the County  
1724 and circulated the information to the Board through emails the traffic calming applications and  
1725 petitions. As they stated, how this would work is, they actually have the traffic engineer come out,  
1726 and he will determine if the streets would require a traffic study. That is step one. The language  
1727 kind of pointed to the HOA as the entity that would typically do this. I can take direction from the  
1728 Board. In addition to that, they stated he has to determine if it would be necessary or not. There is  
1729 no easy way around it. You go to the website. You talk to people. I have talked with them. This is  
1730 the process. That is the way you have to go.

1731 Ms. Kassel stated last month, we discussed that did not want a traffic study. We wanted a speed  
1732 trailer: the sign that tells you how fast you are going. That is what we were looking for.

1733 Mr. Hayes stated yes, and I also asked them about that, but it keeps deferring me back to traffic  
1734 calming application and going through all the steps with that and having a traffic engineer  
1735 determine placement or whatnot of a speed trailer. It is not as easy as calling the sheriff's  
1736 department, because I did that, as well, and I was diverted back to the County traffic division.

1737 Mr. Leet stated I have seen them in the community in the past. Does the HOA have knowledge  
1738 if this used to be something the HOA could call the sheriff to do?

1739 Ms. Kassel stated there was one in Harmony West for several weeks that I saw. I do not know  
1740 how they got it, but they are an HOA community, and they have a CDD, as well. I do not know  
1741 how they accomplished it. I am wondering if Mr. Hayes can contact Harmony West and find out  
1742 whether it was the CDD or the HOA that requested the speed trailer, or whatever it is called.

1743 Mr. Hayes asked does anyone have a number or contact?

1744 Ms. Kassel stated HarmonyWestCDD.org, I believe.

1745 Mr. Hayes stated okay, I will contact them directly. I did not know if there was a person you  
1746 might know.

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1747 Ms. Montagna stated I have a contact that I will send you. We just did it in Celebration.

1748 Mr. Leet stated in the meantime, we also have a petition that looks to be centered around being  
1749 a community-driven thing. Not trying to pass the buck, but does this need to go to the HOA for  
1750 signatures?

1751 Ms. Kassel stated it is the Lakes, so it would be the Lakes HOA.

1752 A Resident stated the Lakes has three HOAs.

1753 Mr. Leet stated yes, there are many HOAs, including the HROA. In this case, it is a resident  
1754 petition that says the undersigned comprise 60% of the homeowners residing on (blank) or in the  
1755 Harmony community. Let us hear what Harmony West says. In the meantime, we can forward  
1756 along what we got from the County.

1757 The Resident stated if it is something the HOA should do, we call the County, and the County  
1758 says the CDD should do it.

1759 Mr. Hayes stated I am just quoting off the documents that were provided by the County.

1760 Mr. Leet stated I will forward that information.

1761 The Resident stated forward those documents to Mary Jane. She talks to me, and we will work  
1762 it out among the communities. Should the HROA be involved?

1763 Ms. Kassel stated I do not know. First of all, it is on a County-owned road. The HOA does not  
1764 have purview, nor does the CDD, on a County-owned road. I do not understand why they give us  
1765 the runaround.

1766 Mr. LeMenager asked which road are we talking about?

1767 Ms. Kassel stated Five Oaks Drive between Middlebrook Place and Feathergrass Court, and  
1768 the end of the road. That is where people are really speeding.

1769 The Resident stated they did have some type of trailer with the speed thing on it for a very  
1770 short period of time, only two weeks.

1771 Ms. Kassel asked did they? How long ago was that?

1772 The Resident stated two months ago.

1773 Mr. Chokanis stated it was between Feathergrass Court and Middlebrook Place.

1774 Mr. Leet stated we are at three hours of meeting time. We have direction to talk with Harmony  
1775 West. We will forward this to residents who can maybe get involvement at the HOA level.

1776 Mr. Chokanis asked was this issue brought up by residents?

1777 Mr. Leet stated yes.

1778 Mr. Chokanis stated she was asking for a traffic study.

1779 Mr. Leet stated Celebration just did something recently. Harmony West did something.

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1780 Mr. Chokanis stated I really think what would solve the problem is if we ask the sheriff to  
1781 come out here and monitor that road for a little bit. That is the solution I would ask for, instead of  
1782 trying to get something that says how fast you are going.

1783 Mr. Hayes stated on a community level, anyone can call the sheriff and make that request.

1784 Ms. Kassel stated yes.

1785 Mr. Hamstra stated there is something called a joint traffic enforcement agreement (“JTEA”).  
1786 Usually larger communities enter into it with the sheriff’s department. They will ask you do an  
1787 inventory of your speed signs and yield and stop signs, so your signage is up to speed before they  
1788 commit to deploying their officers in here to do control. That may come up when you ask them.

1789 Mr. Chokanis stated I know a few deputies who live here. I can ask them to see if they can get  
1790 some information or get someone out here to start writing tickets. I think that would be the best  
1791 solution.

1792 Ms. Phillips stated I would also like to see them start cracking down on golf carts.

1793 Ms. Montagna stated Mr. Hamstra is correct. Before the sheriff will put anyone out here, they  
1794 will want our signs to be DOT regulated and all that.

1795 Mr. Chokanis stated if you know someone, they might just send someone out.

1796 Ms. Montagna stated yes, if you know someone in the neighborhood, they might do it gratis  
1797 for you. If you go through the sheriff’s department, they will ask exactly for what Mr. Hamstra  
1798 stated.

1799 **iv. Miscellaneous Items**

1800 Mr. Hayes stated we talked about the splash pad earlier. I am waiting for an estimate from  
1801 Professional Fountain Services for the chlorinator. I have already given the Board direction of  
1802 what is going to happen moving forward.

1803 Ms. Kassel asked when do we expect to see the rules from Ms. Montagna, the draft rule change  
1804 suggestions?

1805 Ms. Montagna stated you will see those by email within the next week and a half. You can  
1806 send comments and revisions back. I will compile all of that, and it will be put in your next agenda  
1807 for review. If we are going to make any changes, we will advertise for a rulemaking hearing.

1808 Ms. Kassel stated I could do this under the consent agenda, but I will do it here. I noticed copies  
1809 of the receipts for credit card bills were not with the invoices. We requested that last month, and  
1810 we were told we would get those copies because they were not in this month’s expenditure  
1811 package. I am wondering why not.

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1812 Ms. Montagna stated Ms. Paula Davis is working on that with Mr. Jeison Castillo leaving and  
1813 getting a new card for Mr. Baez, along with all the Home Depot receipts. We are getting those  
1814 together and putting them in a report that will not take up a lot of space. The question is, do you  
1815 want it in the agenda package, or do you want it emailed out separately, like we email the other  
1816 invoices to you?

1817 Ms. Kassel stated you can just put it in with the invoices, like it used to be.

1818 Mr. Leet stated that works for me.

1819 Ms. Montagna stated okay, but not with the main agenda package.

1820 Ms. Kassel stated correct, not in the agenda package. If it is in the agenda package, it has to be  
1821 ADA compliant.

1822 Ms. Montagna stated correct. We will have that on your next email with the invoices; it will  
1823 be included.

1824 Ms. Kassel stated for Mr. Logan and Ms. Donna Bruno, who had paid for a spot in the RV lot  
1825 in January 2021, almost two years ago and she is trying to get her money back. The money was  
1826 turned over to the CDD. I do not know if she approached the CDD, but she is looking for her  
1827 money back.

1828 Ms. Montagna stated she has, and we have gone back and forth with the HOA because her  
1829 check was turned in to the HOA when the HOA was handling it before it was turned over to the  
1830 CDD. I am not sure of the last communication, but I will follow up on that with Mr. Baez. Yes,  
1831 she has contacted the CDD. We have worked with the HOA. I know Mr. Hayes has, as well. I will  
1832 follow up and get a definitive resolution for that. I am happy to refund the money. We just do not  
1833 have a copy of her check.

1834 Ms. Kassel stated she gave me a copy of the canceled check, and I will give it to Mr. Hayes.

1835 Ms. Montagna stated that is perfect because the CDD does not have any record of her paying  
1836 because it was before this was turned over to us. If you have the canceled check, we are happy to  
1837 refund it from the CDD as long as the Board is okay with that.

1838 Mr. Hayes stated to piggyback Ms. Montagna's comment, if that is the Board's direction and  
1839 you would like to do that, I would like to hear that from Board and we can work toward getting  
1840 this resident a refund.

1841 Mr. Leet asked do we have any indication that the HOA remitted it to the CDD?

1842 Ms. Kassel stated any money she handed over would have been transferred to the CDD. I think  
1843 the issue is, they did not have a record that she had paid.

1844 Ms. Montagna stated correct.



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1845 Ms. Kassel stated now she has given it to the CDD.

1846 Mr. Leet stated it seems pretty clear.

1847 Ms. Montagna stated we will fill out a check request, and she will be refunded. All we need to  
1848 do is take the check that was given to Mr. Hayes as backup, attach it to the check request, and we  
1849 will get it issued.

1850 Ms. Kassel stated good. Last but not least, this is sort of field services but also the District  
1851 manager since the District manager manages field services. I want to know whether or not we can  
1852 get those stones at the back edge of the road out to the garden moved with the backhoe. I would  
1853 like field services to do that and re-put up the garden sign on Five Oaks Drive. Can we get that  
1854 done?

1855 Ms. Montagna stated I do not see why we could not. Mr. Hayes needs to get the details of  
1856 exactly what they want, and we will work with field staff starting tomorrow to get that  
1857 accomplished.

1858 Ms. Kassel stated you can work with Ms. Ash-Mower to learn where the stones and where they  
1859 need to go, as well as where the sign needs to go.

1860 Ms. Montagna stated we will make sure we get it accomplished with Mr. Satterwhite and Mr.  
1861 Baez. As long as Mr. Hayes has the details, we will be good to go.

1862  
1863 **FIFTH ORDER OF BUSINESS**

**Business Items**

1864 **A. Consideration of the Engagement Letter from Tax Solutions for Arbitrage Rebate**  
1865 **Calculations**

1866 Mr. Leet reviewed the engagement letter from Tax Solutions for arbitrage rebate calculations.

1867  
1868 Ms. Kassel made a MOTION to approve the engagement letter  
1869 from Tax Solutions for arbitrage rebate calculations, in the amount  
1870 of \$600 for each year 2023, 2024, and 2025, for a total of \$1,800.

1871 Mr. LeMenager seconded the motion.

1872  
1873 Upon VOICE VOTE, with all in favor, unanimous approval was  
1874 given (by a margin of 5-0) to the engagement letter from Tax  
1875 Solutions for arbitrage rebate calculations, in the amount of \$600 for  
1876 each year 2023, 2024, and 2025, for a total of \$1,800.

1877  
1878 **B. Consideration of Pool Heater Proposals**

1879 Ms. Kassel stated we discussed this last month.

1880 Mr. Hayes stated if I may summarize. You have the proposals from the last meeting. You asked  
1881 me to check on solar options. Symbiont Service ("Symbiont") is the only one who does it. They  
1882 do not recommend it because it is more expensive. It is not a good option, is what they are

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1883 recommending. They discounted their pool heater proposal by \$1,000. You still have the other  
1884 proposals from Big Z Pool Service (“Big Z”) for \$46,547 and Symbiont coming back at \$55,671.

1885 Mr. Leet asked Big Z was heat pumps, and Symbiont was geothermal units?

1886 Mr. Hayes stated yes. It will be similar, an upgrade to newer equipment like what you have.

1887 Mr. Leet stated it is a big-ticket item. It is an overdue maintenance item. We have the cheaper  
1888 heat pump option, which will definitely be efficient.

1889

1890 Ms. Kassel made a MOTION to approve the proposal from  
1891 Symbiont Services to replace pool heaters with geothermal heating  
1892 units, in the amount of \$55,671.

1893 Mr. Leet seconded the motion.

1894

1895 Mr. LeMenager stated my wife had the same comment about the pools as I do. What  
1896 temperature to we keep the pool at?

1897 Ms. Phillips stated 84°.

1898 Mr. LeMenager stated that is ridiculous. That is like taking a bath. We keep the pools way too  
1899 hot. Is that causing us a problem with our heat pumps? Are they wearing out too fast because we  
1900 keep the pools too hot?

1901 Ms. Phillips stated I think it is a matter of opinion about them being too warm.

1902 Ms. Montagna stated these heat pumps are old.

1903 Mr. Leet stated Big Z has a seven-year warranty on the heat exchanger and parts, and five years  
1904 on labor. I believe Symbiont has a warranty on theirs, as well.

1905 Mr. Hayes stated yes, five years on manufacturer’s labor for new units, and seven years on all  
1906 parts.

1907 Mr. Leet asked for both proposals?

1908 Mr. Hayes stated yes. a lifetime warranty on titanium tube portions of the condenser and  
1909 evaporator heat exchanger.

1910 Mr. Leet asked the condensers are for geothermal units?

1911 Ms. Kassel stated yes, from Symbiont.

1912 Mr. Leet stated Symbiont had done service previously at the Board’s direction, and they noted  
1913 at the time that this was a bandaid solution and have always been recommending replacement due  
1914 to the age of the equipment. The issue if it is too hot is secondary to having heaters in the first  
1915 place. Once we have working heaters, then that can be a matter of Board input and direction to the  
1916 manager on how warm we think they should be. But they need to be working heaters in the first  
1917 place.

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1918 Ms. Phillips stated yes.

1919 Mr. Chokanis asked this is the company we used previously?

1920 Mr. Leet stated yes.

1921 Ms. Montagna asked would Ms. Kassel include in the motion that the funds come out of  
1922 reserves?

1923 Ms. Kassel stated yes.

1924

1925 Ms. Kassel amended the MOTION to approve the proposal from  
1926 Symbiont Services to replace pool heaters with geothermal heating  
1927 units, in the amount of \$55,671, to be funded from reserves.

1928 Mr. Leet seconded the amendment.

1929

1930 Mr. LeMenager stated I want to make a comment on reserves after we vote.

1931

1932 Upon VOICE VOTE, with all in favor, unanimous approval was  
1933 given (by a margin of 5-0) to the proposal from Symbiont Services  
1934 to replace pool heaters with geothermal heating units, in the amount  
1935 of \$55,671, to be funded from reserves.

1936

1937 Mr. LeMenager stated I am concerned about this use of reserves as a hidden pot of money.  
1938 Reading last year's financial statements and not finding a line item for our \$600,000 bill for the  
1939 alleys and that it was buried in footnotes that were so cryptic, it was unreal. I seriously question  
1940 whether or not our accounting methods would measure up to generally accepted accounting  
1941 principles ("GAAP").

1942 Ms. Montagna stated they do because we get audited. The second part to answer your question  
1943 is, we changed that moving forward. When we went through the budget process, the Board decided  
1944 that moving forward, the monies for reserves will be on a little cheat sheet. It will be like a balance  
1945 sheet, but it will show the starting balance and list anything that comes out of there. I do agree with  
1946 you. It needs to be listed out in detail: alley paving \$600,000, heat pumps \$50,000, and then the  
1947 remaining balance. That will be done moving forward.

1948 Mr. LeMenager stated excellent.

1949 **C. Consideration of Resolution 2024-05, Amending the Fiscal Year 2023 Budget**

1950 Mr. Leet read Resolution 2024-05 into the record by title.

1951 Mr. Hayes stated this is to memorialize what was spent out of your reserves, the alley project,  
1952 for \$600,000+. With that being said, you spent this money out of your reserves, and over spent.  
1953 We are simply doing some housekeeping to approve Resolution 2024-05 to amend the budget for  
1954 fiscal year 2023.

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Mr. LeMenager made a MOTION to approve Resolution 2024-05,  
amending the fiscal year 2023 budget.  
Mr. Leet seconded the motion.

Ms. Kassel stated I had a hard time looking at this reserve fund schedule and understanding the different columns. What is current budget verses final budget? I have a hard time understanding what each column meant and how we were actually moving this money. I understand the purpose of the Resolution; it is the schedule that I am struggling with. What is current budget versus final budget?

Ms. Montagna stated current budget is what you are contributing to your reserves.

Ms. Kassel asked why is it called current budget?

Ms. Montagna stated that is what you budgeted for fiscal year 2023. For this fiscal year 2024, we budgeted \$412,000 to put into your reserves. Last year, you did \$300,000, so that is the first column. I am not looking at the document to be able to explain it well.

Mr. Hayes stated Ms. Montagna is correct that the Board authorized to put \$412,000 into reserves for fiscal year 2024.

Ms. Kassel stated but \$412,000 is not a number that appears on the schedule.

Mr. LeMenager stated that is because this is last fiscal year's budget.

Ms. Montagna stated that is correct. I was simply using that as an example. In this schedule, you should see a \$300,000 contribution. Is that on there?

Mr. Hayes stated yes.

Ms. Montagna stated \$300,000 is what you budgeted last year to go into reserves, plus what you already had. Then you overspent that total amount by \$470,000.

Ms. Kassel stated yes, about \$486,000 and change.

Ms. Montagna stated not that you overspent it because you had the money. Anything you spend, we have to document for the audit. This is why we have to do a budget amendment.

Mr. Leet stated we put in \$300,000, but we took out more than \$300,000 over the course of the year for the alleys.

Ms. Montagna stated correct.

Ms. Kassel asked another question I have is, since we spent \$786,000+, why are we proposing only \$486,000?

Mr. Leet stated that is the difference. That is the change.

Mr. LeMenager stated it is just math.

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Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to Resolution 2024-05, amending the fiscal year 2023 budget.

#### **D. Discussion Regarding Field Services**

Mr. Leet stated I had asked for this discussion to be on the agenda, and we covered that mostly with Mr. Baez. We had some incidents in the last month where a resident was using a facility. In one case, it was a booking that was supposed to have been blocked off for a day off for field services. In another case, it was a resident reserved a facility, they got there, and it was not in a clean condition. We had to make a phone call. We can table this, but I want to make sure we had, as a Board and for the residents' benefit, a good understanding of what the field services staffing is, when they are here, and if there is an issue, that CDD email usually seems to work, but sometimes I hear people saying they are having issues with it. I made a post on Facebook, and no one showed up here saying something got dropped. All that to say, we can table this for now. We discussed part of it, and the hour is late.

Mr. Satterwhite stated I asked Mr. Baez to create a new schedule. I want to know who is here each day, and what times. He showed me a draft, and he is working on that.

Mr. Leet stated Mr. Baez responds to those emails, and that seems to be the best way. I want to make sure residents know if there is an issue like that and if it is a Saturday morning, they can send an email to that address and be reasonably confident it will be addressed and taken care of.

Mr. Hayes stated we all receive those emails.

Mr. Leet stated perfect.

Ms. Kassel stated but there needs to be coordination with the District manager who is approving these applications and events.

Mr. Leet stated yes. I remember we all approved an event at the pool, and they ended up moving it. They did not have 50 people there, it was fine and taken care of, but I want to make sure for residents' information that we have confidence in field services. I would say we are definitely seeing improvement there, so thank you, Mr. Baez, Mr. Satterwhite, and Mr. Hayes.

#### **E. Discussion Regarding Developer Use of District Facilities for Marketing Photographs**

Ms. Capano stated this is our first CDD community we have worked in. We want to make sure we abide by as many rules as we can. We would like to hold a photo shoot with a professional photographer and possibly have them fly a drone. We are hoping to have access to the amenities for a photo shoot one day.



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2023 Ms. Kassel stated I have a couple questions. One is a question for the manager and the attorney.  
2024 Are those buildings on properties that allow them access to all the amenities? The amenities are  
2025 public access except for things like the boats and the pools, which are regulated. Are they entitled  
2026 to access things like the boats and the pools on those parcels?

2027 Mr. Eckert stated I do not know where this land is, to be honest with you, but the general rule  
2028 is, if a property is within the boundaries of the CDD and they are paying the full rate of  
2029 assessments, then they are entitled to use the CDD's recreation facilities.

2030 Ms. Kassel asked my second question is, is there any drawback or liability in allowing them to  
2031 come with a professional photographer to take photographs of our facilities and use them in their  
2032 marketing materials?

2033 Mr. Eckert stated we would want them to sign a license agreement just to make sure, if for  
2034 some reason, they cause injury or someone with their crew is injured, that the CDD would not be  
2035 liable. That is typically how we would handle this type of situation.

2036 Ms. Montagna stated yes. The other thing, too, is, should we find out first where this land is,  
2037 if they are, in fact, entitled to use the facilities. Then if let them use this marketing material and we  
2038 come to find out they are not permitted to use the facilities, I think that might get us into a little bit  
2039 of a jam.

2040 Ms. Kassel stated they are located within the bounds of the CDD.

2041 Mr. Leet stated yes, it is just inside the west entrance on the left side, which is undeveloped.

2042 Ms. Montagna stated then I assume they are paying full assessments.

2043 Mr. Leet stated the CDD owns the landscaping all around the lots.

2044 Ms. Phillips asked is that by where the horse thing is?

2045 Ms. Kassel stated no, the other entrance. As you drive toward Saint Cloud, to the right is all  
2046 those new buildings.

2047 Ms. Capano stated to my understanding, I had spoken with someone on the CDD Board, and  
2048 that has been paid, and our developer has been paying it going forward.

2049 Ms. Kassel stated it was probably Ms. Kramer.

2050 Ms. Capano stated yes.

2051 Ms. Kassel asked should her company contact Mr. Eckert for a copy of the license agreement?

2052 Mr. Eckert stated yes, she can contact me. We have done this before. I have something that is  
2053 relatively off the shelf and provide that. It will protect the CDD should something happen.

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2054 Mr. LeMenager stated this is the sixth or seventh builder who has put stuff up and wants to  
2055 take a few pictures for the purpose of promotion. Did we not do a bunch of paperwork for five or  
2056 six others to let these folks take a few pictures and use them? I doubt it.

2057 Ms. Kassel stated I do not think so.

2058 Mr. LeMenager asked then why are we doing it now? I am sitting here, saying to myself “give  
2059 me a break.” We have been sitting here for three hours. Why are we wasting time on nonsense like  
2060 this?

2061 Mr. Leet stated she talked with Ms. Kramer, as we heard, and encouraged to ask. My thoughts  
2062 are, this seems like a pretty harmless request to use CDD property.

2063 Mr. LeMenager stated I am guessing every other builder that has been in here did not bother  
2064 to even ask. They just went and took pictures. I think it is very nice of these people to actually  
2065 come and let us know ahead of time they want to take pictures. I think all we should say is to allow  
2066 them to take pictures, sell some more land, and let us get more bodies in this community,

2067 Mr. Leet stated I do not object.

2068 Ms. Kassel stated I just feel that we have a responsibility as Board members to make sure we  
2069 are doing things in a way that protects us. That is all. That is why I ask these questions. If Mr.  
2070 Eckert has a copy of the license agreement, it should not cost anything.

2071 Mr. Eckert stated yes, it does not seem like a very big ask.

2072 Ms. Montagna stated I think it is worth having a license agreement. it is a Board decision, but  
2073 I agree with Mr. Eckert. It is our job to help protect the CDD. That is all we are trying to do. I was  
2074 not here previously for other builders, and I am sure you are exactly right; they probably just did  
2075 it and did not have Board approval for it.

2076 Mr. Leet asked what is our outcome? What direction are we giving our counsel?

2077 Ms. Kassel stated she will contact Mr. Hayes with Mr. Eckert’s contact information. She will  
2078 reach out to him for a license agreement. They will sign it and provide it to us.

2079 Mr. Leet stated that does not sound too onerous.

2080 Ms. Capano asked is there any card access that I will need for the pool facilities?

2081 Mr. Chokanis stated you could message any one of us to get access.

2082 Mr. Leet stated if you contact Mr. Hayes or Ms. Montagna, field services could provide access.

2083 Ms. Phillips stated I can, too. If you go to the website, HarmonyCDD.org, all our names and  
2084 addresses are there.

2085 Mr. Hayes stated my email is there.

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2086 Mr. Chokanis stated you just probably just let Mr. Hayes know when you want to be there to  
2087 take pictures. He can coordinate with staff.

2088 Ms. Capano stated there are some flags from existing builders in the community and some  
2089 signage. Would we be allowed to do those things, as well? I think there was a Lennar flag, but they  
2090 are no longer here, is my knowledge. Can we switch those out?

2091 Mr. Leet asked do you know where those are located? Are they along U.S. Hwy 192?

2092 Ms. Capano stated no, they are in the community. I would have to look again, but I will send  
2093 an email to someone.

2094 Mr. Chokanis stated a lot people post Open House signs all the time.

2095 Ms. Phillips stated we have HOA rules about signs, though.

2096 Mr. Leet stated it complies with HOA rules.

2097 Ms. Kassel stated and CDD rules because we are not supposed to have signs on CDD property.  
2098 If it is on your property, that is fine.

2099 Ms. Capano stated I think there are some 4x8 signs, like Jones Homes has them up on CDD  
2100 property. Would that need us to go through the approval process?

2101 Ms. Phillips stated they have some signs up in the Lakes.

2102 Mr. LeMenager stated like right out here.

2103 Mr. Leet asked are you interested within the community, or along the highway?

2104 Ms. Capano stated within the community.

2105 Ms. Phillips stated I meant, is it going to be on property that you own, or will it be on CDD  
2106 property.

2107 Ms. Capano stated we will have one on our property. I know we are allowed to do that, but we  
2108 want to put one on CDD property.

2109 Ms. Phillips stated I am not sure if we have any on our property.

2110 Ms. Capano stated I thought Jones Homes has one.

2111 Mr. Leet stated coordinate with one of us and I think we would be more than happy to help.  
2112 As Mr. LeMenager said, we are happy to finally have something going in on those lots.

2113 Ms. Capano stated we are happy to be here.

2114 **F. Discussion Regarding Developer Bond for Harmony Cove**

2115 Ms. Kassel stated we should table this.

2116 Mr. Leet stated no one from Harmony Cove is here.

2117 Ms. Kassel stated remove this from the agenda.

2118 Mr. Leet stated yes, nothing is happening for this.

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2119 **G. Discussion Regarding Guidance on Verge Modifications**

2120 Mr. Leet stated we had a request from the HROA because the CDD no longer does the  
2121 landscaping on the verge in front of people's houses on boulevards. What if a resident wants to  
2122 put in paver bricks or some other kind of groundcover? It is still CDD property. As part of the  
2123 rulemaking process since we are already going through that, do we have any thoughts, as a Board,  
2124 do we need to make sure people are not putting in paver bricks and messing up our irrigation?

2125 Ms. Montagna stated I will tell you another district we have, what that Board implemented, for  
2126 different reasons, is called leadwalks. They can put in the pavers or anything as long as it is not a  
2127 permanent structure but can be removed if need be. That keeps them from digging into the ground  
2128 and breaking lines. I do not know if that is something this Board would like to implement, but it  
2129 works fairly well in this other district and we have not had any issues with it. Again, it is no  
2130 permanent structure.

2131 Mr. Leet asked are we comfortable with that? Do we want to have a more thorough discussion  
2132 in the future?

2133 Ms. Kassel stated yes; table it.

2134 Mr. Leet stated please add this to the agenda for next month.

2135 **H. Discussion Regarding Replacing Live Oak with Post Oak at 6694 Bluestem Road**

2136 Mr. Leet stated I do not remember this item.

2137 Mr. Hayes stated a resident made a request at this address. He made a suggestion along that  
2138 street that has sycamores and a small live oak tree there. What he wanted to ask is if the Board  
2139 would consider replacing the live oak with a post oak tree.

2140 Mr. LeMenager stated sure, if he pays for it.

2141 Mr. Leet stated it is CDD property, so it would have to be with our consent and agreement.  
2142 Due to the hour, I suggest we table this.

2143 Mr. LeMenager stated yes.

2144 Mr. Hayes asked bring this back in December?

2145 Mr. Leet stated yes.

2146

2147 **SIXTH ORDER OF BUSINESS** **Consent Agenda**

2148 **A. Minutes for the October 26, 2023, Regular Meeting**

2149 The minutes are included in the agenda package and available for public review on the  
2150 District's website or in the District Office during normal business hours.

2151 Ms. Kassel stated I sent suggested revisions to the minutes.

2152 **B. Financial Statements (October 2023)**

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2153 The financial statements are included in the agenda package and available for public review  
2154 on the District's website or in the District Office during normal business hours.

2155 Ms. Kassel stated we had interest income of \$34,509 for the first month in revenue? Is that  
2156 correct?

2157 Ms. Montagna stated I do not have the financials in front of me. Does Mr. Hayes? It could be  
2158 a typographical error because I guarantee you did not earn \$34,000 in one month.

2159 Ms. Kassel stated it is page 160 for the period ending October 31, 2023. For interest  
2160 investments, actual year to date is \$34,509.

2161 Ms. Montagna stated let me check. That might be inclusive of all your accounts. Let me look  
2162 at that to make sure it is correct, and I will send an email to the Board, either confirming it is  
2163 correct or with the correct number.

2164 Mr. Chokanis asked that is a positive?

2165 Ms. Montagna stated yes.

2166 Ms. Kassel stated under Board of Supervisors, we paid \$1,400 for one month, when we had an  
2167 absent Supervisor? I did not understand that number. It should be \$200 for four people, or \$800.

2168 Ms. Montagna stated it might be a carry over or something, but I will confirm that, too.

2169 Ms. Phillips stated it might have to do with when they issue checks.

2170 **C. #282 Invoices and Check Register** (*October 2023*)

2171 The check register and invoices are included in the agenda package and available for public  
2172 review on the District's website or in the District Office during normal business hours.

2173

2174 Ms. Kassel made a MOTION to approve the consent agenda,  
2175 minutes as amended, and clarification to be sent regarding two line  
2176 items in the financials.

2177 Mr. Leet seconded the motion.

2178

2179 Upon VOICE VOTE, with all in favor, unanimous approval was  
2180 given (by a margin of 5-0) to the consent agenda, minutes as  
2181 amended, and clarification to be sent regarding two line items in the  
2182 financials.

2183

2184 **SEVENTH ORDER OF BUSINESS** **Supervisor Requests**

2185 Ms. Kassel stated I have two very briefly. The first one is, there is no trash can by the entrance  
2186 to Billy's Trail. The Nature and Animal Committee ("Committee") is requesting the CDD  
2187 purchase one. It would be nice if trash cans were in more places than just the entrance because  
2188 people might leave trash, but that is the only feasible place for field services to empty the trash



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2189 regularly. The Committee is requesting the CDD install a trash can at the entrance to Billy's Trail  
2190 so when people come out, they can put their trash there.

2191 Ms. Phillips asked is that an easy spot for field services?

2192 Ms. Kassel stated yes, it is right on Five Oaks Drive.

2193 Mr. Leet stated it is CDD property.

2194 Ms. Phillips stated we encourage people to take their trash with them.

2195 Ms. Kassel stated people do not always do that. This would be convenient.

2196 Ms. Phillips stated as long as it is not out of the way to pick it up.

2197 Ms. Kassel stated exactly.

2198 Mr. Hayes asked do you want to discuss and approve?

2199 Ms. Kassel stated I do not think we need a motion.

2200 Mr. Leet stated that sounds good to me. It sounds like a very small expenditure.

2201 Ms. Phillips stated it will probably not be more than \$100.

2202 Mr. Leet stated and the recurring field services activities.

2203 Mr. Hamstra stated it will need a concrete base to make sure it is stable.

2204 Mr. Leet stated yes, but that will not be much. Spending wise, we do not need a motion. We  
2205 are happy with that direction.

2206 Ms. Kassel stated my second request, there are from some old buildings and portables that we  
2207 had, we have some ramps. The Committee wants to use those ramps on Billy's Trail on CDD  
2208 property where there are a couple wet spots. In one place, there is a depression going from CDD  
2209 property to Billy's Trail proper, and one other place partway down CDD property on Billy's Trail  
2210 where there is a depression and water collects. These ramps will probably be thrown away and are  
2211 currently in storage down by the garden.

2212 Mr. Hamstra asked did you say rocks, or ramps?

2213 Mr. Hayes stated they are ramps. They are down by the garden area that are just off the old  
2214 portable buildings.

2215 Ms. Kassel stated the Committee would like to take and use them, but they are CDD property,  
2216 I believe. So we just want permission to take them before they get trashed.

2217 Mr. Chokanis asked how long are they?

2218 Ms. Kassel stated I do not know. Is Mr. Dwyer still here?

2219 Mr. Chokanis asked are they in good shape? Are they wood?

2220 Mr. Hayes stated no, they are metal.

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2221 Ms. Montagna stated they are aluminum and they are in good shape. They are just sitting there,  
2222 so they will probably not be in good shape if we continue to let them sit there.

2223 Ms. Kassel stated yes. They will need to be trashed or something will need to be done with  
2224 them if we have to vacate the property. We may as well just use them. They will be used on CDD  
2225 property anyway. Having permission is the question.

2226 Mr. LeMenager stated sure.

2227 Mr. Chokanis asked are golf carts allowed?

2228 Ms. Kassel stated no, bollards will be put on them when they are installed. I have another item.  
2229 Street parking, Mr. Chokanis was going to check with the County.

2230 Mr. Chokanis stated they can access anywhere, but the parking inhibits them in certain areas  
2231 depending where parking is. They can get into the community, but if the parking is too much, then  
2232 they cannot get somewhere in certain areas.

2233 Ms. Kassel asked can we put this on the agenda for next month to discuss street parking?

2234 Mr. Leet asked what is the action, to take it up with the County?

2235 Ms. Kassel stated yes.

2236 Ms. Phillips stated people should park their vehicles next to the curb closer.

2237 Mr. LeMenager stated this is not a CDD issue. I am sorry.

2238 Mr. Leet stated but we can go to the County as a CDD.

2239 Mr. LeMenager asked why? It is not a CDD issue.

2240 Mr. Chokanis stated if there is an emergency, a fire truck cannot get through.

2241 Mr. LeMenager stated I can appreciate that, but it is still not a CDD issue. This is a three-hour-  
2242 and-40-minute meeting. We are the CDD.

2243 Ms. Kassel stated that is why we want to discuss it.

2244 Mr. LeMenager stated you were kind enough to designate me Chairman. Trust me, we are  
2245 going to stick to CDD issues. This is not in the purview of the CDD. We do not need to waste our  
2246 time talking about it.

2247 Ms. Kassel stated remember, we spent more than an hour just on the election of the vacant seat.

2248 Mr. LeMenager stated that is true. So the actual meeting has been two hours and 40 minutes.

2249 Mr. Hayes stated we will add this discussion to the next agenda.

2250 Mr. Leet stated yes, then it will be acknowledged for the residents.

2251 Ms. Phillips stated I have something I want to ask about. When I look at the things that field  
2252 services has to do every week, one sink had dirt in it and people are climbing over the fence and  
2253 getting into Ashley Park, do we ever document which things are vandalism and mischief versus

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2254 things just wearing out? It might be a lot of extra work, but I think it is interesting to find out how  
2255 much of our extra expenses are caused by vandalism and people misbehaving and mischief.

2256 Mr. Baez asked and the time we spend cleaning the area that is damaged?

2257 Ms. Phillips stated yes, because that takes away from the whole community. We do not  
2258 necessarily want to go after individual people, but we mainly need people to know if it is their or  
2259 their neighbor's kids causing part of it, maybe they would all start talking to their kids.

2260 Mr. Leet stated when there is a big-ticket item, it is brought to our attention. We had some  
2261 discussion of security cameras on CDD property. If there is a way to have them be discussed  
2262 without disclosing whether we need to or if it is a budgetary item, between management and  
2263 counsel, can we find out a way to discuss it without needing to disclose specifics? At least be  
2264 cognizant that we might have an expense if we want to continue providing surveillance of CDD  
2265 property.

2266 Mr. Hayes stated you can just block out all the scope and everything involved in it. You have  
2267 an estimate.

2268 Mr. Leet stated yes, I know we have the quotes. I am not acting Chairman anymore. Can we at  
2269 least have that, in whatever redactable form it needs to be, on the December agenda? It might be  
2270 completely shot down by the new Chairman.

2271 Mr. LeMenager stated I will not. I am fine with it.

2272 Mr. Eckert stated I am trying to share what the law says. You cannot talk about the details of  
2273 a security system in an open meeting. That does not mean the Board cannot talk about it. You just  
2274 need to schedule a portion of the meeting when we have to ask the public to leave, we shut down  
2275 Zoom, the Board has the discussion in a closed session. If there is a vote on a new security system,  
2276 that has to take place after the Board's private session. It is not optional, and you cannot discuss  
2277 the details of a security system or camera specifics or locations in a public meeting.

2278 Mr. Leet asked understanding all that, what is the Board's thoughts?

2279 Mr. Hayes stated it sounds to me that you have some ideas about costs affixed to repairs and  
2280 maintenance, and leave it at that.

2281 Mr. Chokanis asked if we want to talk about it, why do we not do it at the beginning of the  
2282 meeting? Then we can open it up to the public after so we can get that out of the way, instead of  
2283 having it in the middle of the meeting, people have to leave, and then we let them back in.

2284 Mr. Leet stated that would be like a shade meeting.

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2285 Mr. Satterwhite stated yes. I was going to suggest that. We just did this in another district with  
2286 a shade meeting, and it was at the beginning of the meeting before we opened it up to the public.  
2287 It was the exact same topic: security cameras.

2288 Mr. Leet asked do we want to look at that in December or look at it later?

2289 Ms. Kassel stated that is fine, December or January.

2290 Mr. Leet stated December is already full. How about January?

2291 Ms. Kassel stated yes.

2292 Mr. Leet stated I can defer to the new Chairman, but those are my thoughts.

2293

2294 **EIGHTH ORDER OF BUSINESS** **Adjournment**

2295

|   |
|---|
| On MOTION by Mr. Leet, seconded by Ms. Kassel, with all in<br>favor, the meeting adjourned at 9:46 p.m. |
|---|

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2297

2298

2299

2300

2301

2302 \_\_\_\_\_  
Secretary/Assistant Secretary

2303

\_\_\_\_\_  
Chairman /Vice Chairman

# **Subsection 5B**

## **Financials**



**TO:** Board of Supervisors, Harmony CDD  
**FROM:** Charlie Babouri, Accountant  
**CC:** Angel Montagna, District Manager  
**DATE:** December 13, 2023  
**SUBJECT:** November 2023 Financials

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Please find the attached November 2023 revised financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at Charlie.Babouri@Inframark.com.

### General Fund

- Total Revenue through November is approximately 7% of the annual budget. This is typical for this time of year.
  - Non Ad Valorem Assessment collections are currently at 6.4%.
  - Garden Lot - Includes lease payments for garden lot.
- Total Expenditures through November are at 14% of the annual budget.
  - ▶ Administrative
    - Insurance - General Liability - thru November 2023 EGIS insurance policy over budget by 14.7%
    - P/R-Board of Supervisors - Includes payroll for meetings through November 2023.
    - ProfServ-Engineering - Pegasus Engineering services through November 2023.
    - ProfServ-Management Consulting - Contract with Inframark.
    - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
    - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
    - Annual District Filing Fee - FY23-24 filing fee paid to the department of economic opportunity.
  - ▶ Field
    - ProfServ-Field Management - Contract with Inframark.
    - Miscellaneous Services - includes Nona Glass Services regarding mirror replacenet totaling \$807.73.
  - ▶ Landscaping Services
    - Contracts-Landscape - Benchmark Landscaping provides landscaping services.
    - R&M Irrigation - Includes various irrigation supplies and repairs by Servello and Sons through January 2023. New vendor as of February 2023 is Benchmark Landscaping.
    - R&M-Trees and Trimming - Includes tree trimming and replacement by Servello and Sons, Brightview Landscape Services, and Benchmark Landscaping.
    - Miscellaneous Services - Includes Oct 2021 and Feb 2022 landscape maintenance by Servello & Sons. Also includes Bowman and Blair Ecology consulting services through Jan 2022.
    - Contracts - Mulch - budget has been maximized at \$77,347.50 as of November 2023.
  - ▶ Utilities
    - Electricity-General - Services provided by OUC.
    - Electricity-Streetlighting - Services provided by OUC.
    - Utility-Water & Sewer - Services provided by TOHO.
  - ▶ Operation & Maintenance
    - Utility-Refuse Removal - Services provided by Waste Connections of FL.
  - ▶ Debt Service
    - Principal Expense - Principal portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund.
    - Interest Expense - Interest portion of VC1 debt service assessment to be transferred from the general fund to the series 2015 debt service fund.

### General Fund Reserves

- ▶ \$60,440 fund balance = \$1 Million fund balance transferred from General Fund in FY22, minus \$452,994 FY22 expenditures, plus \$300,000 fund balance transferred from General Fund in FY23, minus \$786,566 FY23 expenditures.

HARMONY  
Community Development District

**Financial Statements**

**(Unaudited)**

**November 30, 2023**

**HARMONY**Community Development District

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HARMONY  
Community Development District

*Financial Report*

*November 30, 2023*

Prepared by



HARMONY  
Community Development District

**Governmental Funds**

**Balance Sheet**  
November 30, 2023

| ACCOUNT DESCRIPTION                          | GENERAL FUND      | GENERAL FUND<br>RESERVES | SERIES 2014 DEBT<br>SERVICE FUND | SERIES 2015 DEBT<br>SERVICE FUND | TOTAL               |
|--|-------------------|--------------------------|----------------------------------|----------------------------------|---------------------|
| <b><u>ASSETS</u></b>                         |                   |                          |                                  |                                  |                     |
| Cash - Checking Account                      | \$ 411,996        | \$ -                     | \$ -                             | \$ -                             | \$ 411,996          |
| Accounts Receivable                          | 319               | -                        | -                                | -                                | 319                 |
| Due From Other Funds                         | -                 | 60,440                   | 58,211                           | 32,355                           | 151,006             |
| Investments:                                 |                   |                          |                                  |                                  |                     |
| Money Market Account                         | 517,247           | -                        | -                                | -                                | 517,247             |
| Prepayment Account                           | -                 | -                        | -                                | 36,567                           | 36,567              |
| Reserve Fund                                 | -                 | -                        | 607,313                          | 340,000                          | 947,313             |
| Revenue Fund                                 | -                 | -                        | 451,942                          | 200,535                          | 652,477             |
| Prepaid Items                                | 10,169            | -                        | -                                | -                                | 10,169              |
| <b>TOTAL ASSETS</b>                          | <b>\$ 939,731</b> | <b>\$ 60,440</b>         | <b>\$ 1,117,466</b>              | <b>\$ 609,457</b>                | <b>\$ 2,727,094</b> |
| <b><u>LIABILITIES</u></b>                    |                   |                          |                                  |                                  |                     |
| Accounts Payable                             | \$ 34,995         | \$ -                     | \$ -                             | \$ -                             | \$ 34,995           |
| Accrued Expenses                             | 37,623            | -                        | -                                | -                                | 37,623              |
| Due To Other Funds                           | 151,006           | -                        | -                                | -                                | 151,006             |
| <b>TOTAL LIABILITIES</b>                     | <b>223,624</b>    | <b>-</b>                 | <b>-</b>                         | <b>-</b>                         | <b>223,624</b>      |
| <b><u>FUND BALANCES</u></b>                  |                   |                          |                                  |                                  |                     |
| <b>Nonspendable:</b>                         |                   |                          |                                  |                                  |                     |
| Prepaid Items                                | 10,169            | -                        | -                                | -                                | 10,169              |
| <b>Restricted for:</b>                       |                   |                          |                                  |                                  |                     |
| Debt Service                                 | -                 | -                        | 1,117,466                        | 609,457                          | 1,726,923           |
| <b>Assigned to:</b>                          |                   |                          |                                  |                                  |                     |
| Operating Reserves                           | 467,801           | -                        | -                                | -                                | 467,801             |
| <b>Unassigned:</b>                           | 238,137           | 60,440                   | -                                | -                                | 298,577             |
| <b>TOTAL FUND BALANCES</b>                   | <b>\$ 716,107</b> | <b>\$ 60,440</b>         | <b>\$ 1,117,466</b>              | <b>\$ 609,457</b>                | <b>\$ 2,503,470</b> |
| <b>TOTAL LIABILITIES &amp; FUND BALANCES</b> | <b>\$ 939,731</b> | <b>\$ 60,440</b>         | <b>\$ 1,117,466</b>              | <b>\$ 609,457</b>                | <b>\$ 2,727,094</b> |



**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2023

| ACCOUNT DESCRIPTION                   | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|---------------------------------------|-----------------------------|------------------------|------------------------|-----------------------------|
| <b><u>REVENUES</u></b>                |                             |                        |                        |                             |
| Interest - Investments                | \$ 30,000                   | \$ 5,000               | \$ 5,633               | \$ 633                      |
| Interest - Tax Collector              | -                           | -                      | 1,645                  | 1,645                       |
| Special Assmnts- Tax Collector        | 2,791,633                   | 558,325                | 175,862                | (382,463)                   |
| Special Assessments-Tax Collector-VC1 | (33,132)                    | (6,626)                | -                      | 6,626                       |
| Special Assmnts- Discounts            | (111,665)                   | (22,334)               | (7,179)                | 15,155                      |
| Access Cards                          | 1,200                       | 200                    | 84                     | (116)                       |
| User Facility Revenue                 | 600                         | 100                    | -                      | (100)                       |
| Garden Lot                            | 1,207                       | 202                    | 1,100                  | 898                         |
| <b>TOTAL REVENUES</b>                 | <b>2,679,843</b>            | <b>534,867</b>         | <b>177,145</b>         | <b>(357,722)</b>            |
| <b><u>EXPENDITURES</u></b>            |                             |                        |                        |                             |
| <b><u>Administration</u></b>          |                             |                        |                        |                             |
| P/R-Board of Supervisors              | 14,000                      | 2,334                  | 1,400                  | 934                         |
| FICA Taxes                            | 1,071                       | 178                    | 107                    | 71                          |
| ProfServ-Arbitrage Rebate             | 1,200                       | -                      | -                      | -                           |
| ProfServ-Dissemination Agent          | 1,500                       | -                      | -                      | -                           |
| ProfServ-Engineering                  | 60,000                      | 10,000                 | 15,935                 | (5,935)                     |
| ProfServ-Legal Services               | 60,000                      | 10,000                 | 8,912                  | 1,088                       |
| ProfServ-Mgmt Consulting              | 71,328                      | 11,888                 | 11,888                 | -                           |
| ProfServ-Property Appraiser           | 392                         | -                      | -                      | -                           |
| ProfServ-Recording Secretary          | 4,326                       | 722                    | 722                    | -                           |
| ProfServ-Special Assessment           | 9,087                       | -                      | -                      | -                           |
| ProfServ-Trustee Fees                 | 10,160                      | -                      | -                      | -                           |
| Auditing Services                     | 4,400                       | -                      | -                      | -                           |
| Postage and Freight                   | 1,000                       | 166                    | 114                    | 52                          |
| Rental - Meeting Room                 | 7,500                       | 1,250                  | -                      | 1,250                       |
| Insurance - General Liability         | 20,000                      | 20,000                 | 22,932                 | (2,932)                     |
| Legal Advertising                     | 1,200                       | 200                    | 524                    | (324)                       |
| Misc-Assessment Collection Cost       | 55,832                      | 11,214                 | 3,374                  | 7,840                       |
| Annual District Filing Fee            | 175                         | 175                    | 175                    | -                           |
| <b>Total Administration</b>           | <b>323,171</b>              | <b>68,127</b>          | <b>66,083</b>          | <b>2,044</b>                |
| <b><u>Field</u></b>                   |                             |                        |                        |                             |
| ProfServ-Field Management             | 375,810                     | 62,636                 | 62,635                 | 1                           |
| Miscellaneous Services                | -                           | -                      | 808                    | (808)                       |
| <b>Total Field</b>                    | <b>375,810</b>              | <b>62,636</b>          | <b>63,443</b>          | <b>(807)</b>                |
| <b><u>Landscape Services</u></b>      |                             |                        |                        |                             |
| Contracts-Mulch                       | 77,347                      | 12,892                 | 77,348                 | (64,456)                    |
| Contracts-Annals                      | 14,000                      | 2,334                  | -                      | 2,334                       |
| Contracts - Landscape                 | 699,567                     | 116,595                | 110,000                | 6,595                       |
| R&M-Irrigation                        | 30,000                      | 5,000                  | -                      | 5,000                       |
| R&M-Trees and Trimming                | 40,000                      | 6,666                  | -                      | 6,666                       |
| Miscellaneous Services                | 50,000                      | 8,334                  | -                      | 8,334                       |
| <b>Total Landscape Services</b>       | <b>910,914</b>              | <b>151,821</b>         | <b>187,348</b>         | <b>(35,527)</b>             |

## HARMONY

## Community Development District

## General Fund

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2023

| ACCOUNT DESCRIPTION                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|--------------------------|
| <b><u>Utilities</u></b>                      |                             |                        |                        |                          |
| Electricity - General                        | 43,550                      | 7,258                  | 4,977                  | 2,281                    |
| Electricity - Streetlights                   | 139,470                     | 23,245                 | 19,889                 | 3,356                    |
| Utility - Water & Sewer                      | 211,860                     | 35,310                 | 29,289                 | 6,021                    |
| <b>Total Utilities</b>                       | <b>394,880</b>              | <b>65,813</b>          | <b>54,155</b>          | <b>11,658</b>            |
| <b><u>Operation &amp; Maintenance</u></b>    |                             |                        |                        |                          |
| Utility - Refuse Removal                     | 3,500                       | 584                    | 346                    | 238                      |
| R&M-Ponds                                    | 20,000                      | 3,333                  | -                      | 3,333                    |
| R&M-Pools                                    | 35,000                      | 5,833                  | 95                     | 5,738                    |
| R&M-Roads & Alleyways                        | 2,000                       | 334                    | -                      | 334                      |
| R&M-Streetlights                             | 10,000                      | 1,667                  | -                      | 1,667                    |
| R&M-Vehicles                                 | 15,000                      | 2,500                  | -                      | 2,500                    |
| R&M-Equipment Boats                          | 10,000                      | 1,667                  | -                      | 1,667                    |
| R&M-Parks & Facilities                       | 45,000                      | 7,500                  | -                      | 7,500                    |
| R&M-Garden Lot                               | 2,000                       | 333                    | -                      | 333                      |
| Sidewalk Panel Replacements                  | 20,000                      | 3,333                  | -                      | 3,333                    |
| R&M-Invasive Plant Maintenance               | 105,000                     | 17,500                 | -                      | 17,500                   |
| Security Enhancements                        | 5,700                       | 950                    | 2,014                  | (1,064)                  |
| Op Supplies - Fuel, Oil                      | 8,000                       | 1,333                  | -                      | 1,333                    |
| Cap Outlay - Vehicles                        | 15,000                      | 15,000                 | -                      | 15,000                   |
| Reserve - Other                              | 412,000                     | -                      | -                      | -                        |
| <b>Total Operation &amp; Maintenance</b>     | <b>708,200</b>              | <b>61,867</b>          | <b>2,455</b>           | <b>59,412</b>            |
| <b><u>Debt Service</u></b>                   |                             |                        |                        |                          |
| Principal Debt Retirement                    | 14,177                      | -                      | -                      | -                        |
| Interest Expense                             | 12,423                      | -                      | -                      | -                        |
| <b>Total Debt Service</b>                    | <b>26,600</b>               | <b>-</b>               | <b>-</b>               | <b>-</b>                 |
| <b>TOTAL EXPENDITURES</b>                    | <b>2,739,575</b>            | <b>410,264</b>         | <b>373,484</b>         | <b>36,780</b>            |
| Excess (deficiency) of revenues              |                             |                        |                        |                          |
| Over (under) expenditures                    | (59,732)                    | 124,603                | (196,339)              | (320,942)                |
| <b><u>OTHER FINANCING SOURCES (USES)</u></b> |                             |                        |                        |                          |
| Contribution to (Use of) Fund Balance        | (59,732)                    | -                      | -                      | -                        |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>(59,732)</b>             | <b>-</b>               | <b>-</b>               | <b>-</b>                 |
| Net change in fund balance                   | \$ (59,732)                 | \$ 124,603             | \$ (196,339)           | \$ (320,942)             |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b> | <b>912,446</b>              | <b>912,446</b>         | <b>912,446</b>         |                          |
| <b>FUND BALANCE, ENDING</b>                  | <b>\$ 852,714</b>           | <b>\$ 1,037,049</b>    | <b>\$ 716,107</b>      |                          |

HARMONY

Community Development District

**General Fund Reserves****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2023

| ACCOUNT DESCRIPTION  | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|--------------------------|
| <b>REVENUES</b>  |                             |                        |                        |                          |
| Interest - Investments                                       | \$ -                        | \$ -                   | \$ -                   | \$ -                     |
| <b>TOTAL REVENUES</b>  | -                           | -                      | -                      | -                        |
| <b>EXPENDITURES</b>  |                             |                        |                        |                          |
| <b>TOTAL EXPENDITURES</b>                                    | -                           | -                      | -                      | -                        |
| Excess (deficiency) of revenues<br>Over (under) expenditures | -                           | -                      | -                      | -                        |
| Net change in fund balance                                   | \$ -                        | \$ -                   | \$ -                   | \$ -                     |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>                 | -                           | -                      | 60,440                 |                          |
| <b>FUND BALANCE, ENDING</b>                                  | <u>\$ -</u>                 | <u>\$ -</u>            | <u>\$ 60,440</u>       |                          |

## HARMONY

Community Development District

## Series 2014 Debt Service Fund

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2023

| ACCOUNT DESCRIPTION                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|-----------------------------|
| <b>REVENUES</b>                              |                             |                        |                        |                             |
| Interest - Investments                       | \$ 60                       | \$ 10                  | \$ 11,405              | \$ 11,395                   |
| Special Assmnts- Tax Collector               | 1,208,761                   | 241,752                | 76,783                 | (164,969)                   |
| Special Assmnts- Discounts                   | (48,350)                    | (9,670)                | (3,135)                | 6,535                       |
| <b>TOTAL REVENUES</b>                        | <b>1,160,471</b>            | <b>232,092</b>         | <b>85,053</b>          | <b>(147,039)</b>            |
| <b>EXPENDITURES</b>                          |                             |                        |                        |                             |
| <b>Administration</b>                        |                             |                        |                        |                             |
| Misc-Assessment Collection Cost              | 24,175                      | 4,835                  | 1,473                  | 3,362                       |
| <b>Total Administration</b>                  | <b>24,175</b>               | <b>4,835</b>           | <b>1,473</b>           | <b>3,362</b>                |
| <b>Debt Service</b>                          |                             |                        |                        |                             |
| Principal Debt Retirement                    | 725,000                     | -                      | -                      | -                           |
| Principal Prepayments                        | -                           | -                      | 20,000                 | (20,000)                    |
| Interest Expense                             | 421,013                     | 210,507                | 210,506                | 1                           |
| <b>Total Debt Service</b>                    | <b>1,146,013</b>            | <b>210,507</b>         | <b>230,506</b>         | <b>(19,999)</b>             |
| <b>TOTAL EXPENDITURES</b>                    | <b>1,170,188</b>            | <b>215,342</b>         | <b>231,979</b>         | <b>(16,637)</b>             |
| Excess (deficiency) of revenues              |                             |                        |                        |                             |
| Over (under) expenditures                    | (9,717)                     | 16,750                 | (146,926)              | (163,676)                   |
| <b>OTHER FINANCING SOURCES (USES)</b>        |                             |                        |                        |                             |
| Contribution to (Use of) Fund Balance        | (9,717)                     | -                      | -                      | -                           |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>(9,717)</b>              | <b>-</b>               | <b>-</b>               | <b>-</b>                    |
| Net change in fund balance                   | \$ (9,717)                  | \$ 16,750              | \$ (146,926)           | \$ (163,676)                |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b> | <b>1,264,392</b>            | <b>1,264,392</b>       | <b>1,264,392</b>       |                             |
| <b>FUND BALANCE, ENDING</b>                  | <b>\$ 1,254,675</b>         | <b>\$ 1,281,142</b>    | <b>\$ 1,117,466</b>    |                             |

## HARMONY

Community Development District

## Series 2015 Debt Service Fund

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2023

| ACCOUNT DESCRIPTION                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|-----------------------------|
| <b>REVENUES</b>                              |                             |                        |                        |                             |
| Interest - Investments                       | \$ 30                       | \$ 5                   | \$ 1,737               | \$ 1,732                    |
| Special Assmnts- Tax Collector               | 593,460                     | 118,691                | 34,421                 | (84,270)                    |
| Special Assmnts- Other                       | 26,600                      | 5,320                  | -                      | (5,320)                     |
| Special Assmnts- Prepayment                  | -                           | -                      | 39,358                 | 39,358                      |
| Special Assmnts- Discounts                   | (23,738)                    | (4,747)                | (1,405)                | 3,342                       |
| <b>TOTAL REVENUES</b>                        | <b>596,352</b>              | <b>119,269</b>         | <b>74,111</b>          | <b>(45,158)</b>             |
| <b>EXPENDITURES</b>                          |                             |                        |                        |                             |
| <b>Administration</b>                        |                             |                        |                        |                             |
| Misc-Assessment Collection Cost              | 11,869                      | 2,376                  | 660                    | 1,716                       |
| <b>Total Administration</b>                  | <b>11,869</b>               | <b>2,376</b>           | <b>660</b>             | <b>1,716</b>                |
| <b>Debt Service</b>                          |                             |                        |                        |                             |
| Principal Debt Retirement                    | 295,000                     | -                      | -                      | -                           |
| Principal Prepayments                        | -                           | -                      | 25,000                 | (25,000)                    |
| Interest Expense                             | 269,100                     | 134,550                | 134,550                | -                           |
| <b>Total Debt Service</b>                    | <b>564,100</b>              | <b>134,550</b>         | <b>159,550</b>         | <b>(25,000)</b>             |
| <b>TOTAL EXPENDITURES</b>                    | <b>575,969</b>              | <b>136,926</b>         | <b>160,210</b>         | <b>(23,284)</b>             |
| Excess (deficiency) of revenues              |                             |                        |                        |                             |
| Over (under) expenditures                    | 20,383                      | (17,657)               | (86,099)               | (68,442)                    |
| <b>OTHER FINANCING SOURCES (USES)</b>        |                             |                        |                        |                             |
| Contribution to (Use of) Fund Balance        | 20,383                      | -                      | -                      | -                           |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>20,383</b>               | <b>-</b>               | <b>-</b>               | <b>-</b>                    |
| Net change in fund balance                   | \$ 20,383                   | \$ (17,657)            | \$ (86,099)            | \$ (68,442)                 |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b> | <b>695,556</b>              | <b>695,556</b>         | <b>695,556</b>         |                             |
| <b>FUND BALANCE, ENDING</b>                  | <b>\$ 715,939</b>           | <b>\$ 677,899</b>      | <b>\$ 609,457</b>      |                             |



## HARMONY

Community Development District

### **Supporting Schedules**

**November 30, 2023**

**HARMONY**

Community Development District

**Non-Ad Valorem Special Assessments  
Osceola County Tax Collector - Monthly Collection Report  
For the Fiscal Year Ending September 30, 2024**

|                                   |                     |                              |                 |                       | Allocation by Fund |  |  |
|-----------------------------------|---------------------|------------------------------|-----------------|-----------------------|--------------------|--|--|
| Date Received                     | Net Amount Received | Discount/ (Penalties) Amount | Collection Cost | Gross Amount Received | General Fund       | Series 2014 Debt Service Fund <sup>(1)</sup> | Series 2015 Debt Service Fund <sup>(1)</sup> |
| <b>ASSESSMENTS LEVIED FY 2024</b> |                     |                              |                 | \$ 4,502,795          | \$ 2,758,501       | \$ 1,204,385                                 | \$ 539,909                                   |
| Allocation %                      |                     |                              |                 | 100%                  | 61.26%             | 26.75%                                       | 11.99%                                       |
| 11/10/2023                        | 21,548.92           | 1,162.70                     | 439.77          | \$ 23,151.39          | \$ 14,183.00       | \$ 6,192.42                                  | 2,775.97                                     |
| 11/24/2023                        | \$ 248,290.04       | \$ 10,556.48                 | \$ 5,067.15     | \$ 263,913.67         | \$ 161,678.75      | \$ 70,590.30                                 | \$ 31,644.62                                 |
| <b>TOTAL</b>                      | <b>\$ 269,839</b>   | <b>\$ 11,719</b>             | <b>\$ 5,507</b> | <b>\$ 287,065</b>     | <b>\$ 175,862</b>  | <b>\$ 76,783</b>                             | <b>\$ 34,421</b>                             |

Collected in % 6.4%

|                          |                     |                     |                     |                   |
|--------------------------|---------------------|---------------------|---------------------|-------------------|
| <b>TOTAL OUTSTANDING</b> | <b>\$ 4,215,730</b> | <b>\$ 2,582,640</b> | <b>\$ 1,127,602</b> | <b>\$ 505,488</b> |
|--------------------------|---------------------|---------------------|---------------------|-------------------|

Note (1): Variance between budget and assessment levy is due to prepayments received during the budget process.

**HARMONY**

Community Development District

**Cash and Investment Report***November 30, 2023***General Fund**

| <u>Account Name</u>         | <u>Bank Name</u> | <u>Investment Type</u> | <u>Maturity</u> | <u>Yield</u> | <u>Balance</u>   |
|-----------------------------|------------------|------------------------|-----------------|--------------|------------------|
| Checking Account- Operating | Bank United      | Checking Account       | n/a             | 0.00%        | \$411,996        |
| Money Market Account        | BankUnited       | Money Market Account   | n/a             | 5.15%        | \$517,247        |
| <b>Subtotal</b>             |                  |                        |                 |              | <b>\$929,243</b> |

**Debt Service Funds**

| <u>Account Name</u>         | <u>Bank Name</u> | <u>Investment Type</u> | <u>Maturity</u> | <u>Yield</u> | <u>Balance</u>     |
|-----------------------------|------------------|------------------------|-----------------|--------------|--------------------|
| Series 2015 Prepayment Fund | US Bank          | US Bank Gcts           | n/a             | 3.80%        | \$36,567           |
| Series 2014 Reserve Fund    | US Bank          | US Bank Gcts           | n/a             | 3.80%        | \$607,313          |
| Series 2015 Reserve Fund    | US Bank          | US Bank Gcts           | n/a             | 3.80%        | \$340,000          |
| Series 2014 Revenue Fund    | US Bank          | US Bank Gcts           | n/a             | 3.80%        | \$451,942          |
| Series 2015 Revenue Fund    | US Bank          | US Bank Gcts           | n/a             | 3.80%        | \$200,535          |
| <b>Subtotal</b>             |                  |                        |                 |              | <b>\$1,636,357</b> |
| <b>Total</b>                |                  |                        |                 |              | <b>\$2,565,600</b> |

# **Subsection 5C**

## **Check Register**

Harmony

Community Development District

General Fund

INVOICE APPROVAL REPORT #283

14-Dec-23

| <u>Payee</u> | Invoice Number | A= Approval<br>R= Ratification | Invoice<br>Amount | Vendor<br>Total |
|--------------|----------------|--------------------------------|-------------------|-----------------|
|--------------|----------------|--------------------------------|-------------------|-----------------|

|                           |       |              |           |           |
|---------------------------|-------|--------------|-----------|-----------|
| BENCHMARK LANDSCAPING LLC | 56423 |              | 2,190.00  |           |
|                           | 56519 |              | 56,416.67 |           |
|                           |       | Vendor Total |           | 58,606.67 |

|                          |               |              |        |        |
|--------------------------|---------------|--------------|--------|--------|
| CHARTER COMMUNICATIONS - | 1997518102823 | R            | 119.98 |        |
| ACH                      | 1997500110623 | R            | 123.98 |        |
|                          |               | Vendor Total |        | 243.96 |

|             |        |              |     |     |
|-------------|--------|--------------|-----|-----|
| DONNA BRUNO | 120123 | R            | 642 |     |
|             |        | Vendor Total |     | 642 |

|                         |  |              |          |          |
|-------------------------|--|--------------|----------|----------|
| ELAN FINANCIAL SERVICES |  |              | 1,500.99 |          |
|                         |  | Vendor Total |          | 1,500.99 |

|       |             |              |       |       |
|-------|-------------|--------------|-------|-------|
| FEDEX | 8-317-69797 | R            | 92.43 |       |
|       |             | Vendor Total |       | 92.43 |

|                |        |              |           |           |
|----------------|--------|--------------|-----------|-----------|
| INFRAMARK, LLC | 103632 | R            | 37,621.50 |           |
|                | 105385 | R            | 23.18     |           |
|                | 104833 | R            | 37621.5   |           |
|                | 104982 | R            | 6.93      |           |
|                |        | Vendor Total |           | 75,273.11 |

|                                |                 |   |              |            |
|--------------------------------|-----------------|---|--------------|------------|
| KUTAK ROCK LLP                 | 3309757         | R | 6171.21      |            |
|                                | 3325502         | R | 6,728.50     |            |
|                                | Vendor Total    |   |              | 12,899.71  |
| NONA GLASS SERVICES LLC        | 3137            | R | 807.73       |            |
|                                |                 |   | Vendor Total | 807.73     |
|                                |                 |   |              |            |
| ORLANDO UTILITIES COMMISSION   | 121123-9921 ACH | R | 12,899.63    |            |
|                                |                 |   | Vendor Total | 12,899.63  |
| PROFESSIONAL FOUNTAIN SERVICES | 2428            | R | 4,130.00     |            |
|                                |                 |   | Vendor Total | 4,130.00   |
| SYMBIONT SERVICES COORPORATION | SS15323-D       | R | 16,701.00    |            |
|                                |                 |   | Vendor Total | 16,701.00  |
| TOHO WATER AUTHORITY - ACH     | 101923-8389 ACH | R | 12,873.98    |            |
|                                |                 |   | Vendor Total | 12,873.98  |
| UNITED LAND SERVICES           | 56184           | R | 4,555.00     |            |
|                                | 55687           | R | 3,500.00     |            |
|                                |                 |   | Vendor Total | 8,055.00   |
|                                | Total           |   |              |            |
| Total Invoices                 |                 |   | 204,726.21   | 204,726.21 |

**Total Invoices**