

Steve Fusilier Communiqué

Tim,

This is to confirm that we have received notice and acknowledge the CDD's decision to not maintain the front entrance of our community after 20 years of doing so.

We need to work on a plan for irrigation separation. Please make sure Gerhard/CDD speaks with me about it expeditiously so there's not dead plant life on the remaining amount of infrastructure that the CDD will be maintaining. Also I will instruct him regarding the three entry points for access to continue or begin maintenance of the three retention ponds.

Please also except this as notice that the use of water from my maintenance facility property will be shut off on or before 1 December 2019. This affects the Garden Area and the newly located CDD Office Trailer. I'm giving this time out of courtesy as in speaking with the County there must be potable water to that property in order to perform work or have public office space.

Also please obtain and deliver to myself and Todd the deed to the existing trailer on my property. Once I receive confirmation of ownership, I want to make sure that I walk with someone from the CDD field services to discuss the removal, making sure that my existing fixtures and property are not damaged; and that it is left in clean condition, free of debris. I'm also requesting that the CDD pay for phase-1 on the property, confirming that the CDD has not created any environmental concerns on said property.

On another note, going through with minimal communication that has been delivered in reference to our Public Records Request for all communications, meetings, texts, and emails containing any reference to Steve Fusilier, Harmony Retail LLC, Fusilier Realty Group, and/or any other entity owned by these, there seems to be much communication that has not been delivered.

In speaking with my partner, Dick German of Sonterra, and Nick Shoopman, along with others that have been at or privy to these meetings and Communication, this is very disturbing. I would like to make sure that your firm, as our collective counsel, respects one more time the responsibility that each have in reference to this; before we move down a path to obtain in a different manner.

Thank you,
Steve Fusilier

Fusilier Communiqué Response

Mr. Kobrin,

We are aware you represent Mr. Fusilier, so we wanted to respond directly to you concerning your client's email below. Importantly, Young Qualls, P.A. serves as general counsel to the Harmony CDD. We are not "collective" attorney to any other party in this matter.

Here are a few notes in response to your client's email based upon previous determinations and actions of my client (note that any deviation from the status quo set forth below would have to be approved by my client).

1. As it relates to the maintenance of your client's property around 192, we have shared with you our memorandum of law setting forth well established precedent that public dollars cannot be spent to maintain private property absent a public purpose. My client has ascertained after inquiry with District Engineer that general landscape maintenance of the grass within the drainage easements in question does not serve a public purpose. Because we have not yet come to terms on a suitable arrangement to remedy this, we were directed by our client to send the letter ceasing maintenance of your client's property in accordance with Florida law effective December 31st.
2. As it relates to access of the 3 retention ponds, my understanding is that these ponds have been accessed via the drainage easements which are presently in place. It is therefore unclear to us why we would need to discuss access further, but please let us know if we are missing something.
3. As best as I recall, my client was informed by your client at a public meeting that if it did not vacate the trailer which previously housed the CDD field staff, then staff would be trespassed out of the trailer. A subsequent letter was sent by you dated September 3, 2019, demanding my client vacate the premises and surrender possession. The letter stated that the trailer was owned by your client. In reliance on your client's legal assertions, my client followed the demands of said letter and has vacated the premises. Therefore, my client has no further obligation as it relates to the old trailer or underlying property.
4. As far as water usage, please inquire with your client as to why any change is necessary since there seems to be a fair arrangement in place presently which serves a public purpose? That is to say, my client would continue to water your client's properties in exchange for your client continuing to allow the garden club and new field staff office to utilize water from his well. From a water usage standpoint, this would continue to be a fair exchange in the best interest of both parties so that the continued watering of your client's properties by the CDD would constitute a valid public purpose.
5. We have requested our client turn over all public records responsive to your client's request and understand that the District Manager has done so. After extensive review, we have turned over all records that were sent to us to review. We will ask again at the next meeting to confirm that there are no further records.

Timothy R. Qualls
Young Qualls, PA

Fusilier Communiqué Follow-Up

Tim,

Thanks for your email. I have forwarded to Mr. Fusilier for review and requested that he focus on the “public purpose” precedent to determine whether there is a work-around.

With respect to the public records request, can you please provide the following:

1. Documentation regarding any private meetings of board members.
2. Invoices for legal services – Davie lawsuit.
3. Trailer title information.

Thanks.

Todd F. Kobrin

Partner

Shutts & Bowen LLP