

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**DECEMBER 21, 2017**

**AGENDA PACKAGE**

## Harmony Community Development District

Steve Berube, Chairman  
Ray Walls, Vice Chairman  
William Bokunic, Assistant Secretary  
Kerul Kassel, Assistant Secretary  
David Farnsworth, Assistant Secretary

Bob Koncar, District Manager  
Timothy Qualls, District Counsel  
Steve Boyd, District Engineer  
Gerhard van der Snel, Field Manager

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December 11, 2017

Board of Supervisors  
Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held **Thursday, December 21, 2017 at 6:00 p.m.** at the Harmony Golf Preserve Clubhouse located at 7251 Five Oaks Drive, Harmony, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments**
- 3. Approval of Minutes**
  - A. November 30, 2017 Workshop
  - B. November 30, 2017 Meeting
- 4. Developer's Report**
  - A. Discussion of Potential Property Swap
- 5. Subcontractors Reports**
  - A. Servello & Sons
    - i. Grounds Maintenance Report
- 6. Staff Reports**
  - A. Engineer
  - B. Attorney
    - i. Hall Company Ashley Park Resurfacing Contract
    - ii. Consideration of Employee Handbook Draft Updated
      - a. FSLA Executive Exemption
  - C. Field Manager
    - i. Facilities Maintenance
    - ii. Facilities Usage
    - iii. Facebook Report
    - iv. Pond Report
      - a. Hydrilla Update
    - v. Vehicle Purchase
- 7. District Manager's Report**
  - A. Financial Statements for November 30, 2017
  - B. Invoice Approval #212, Check Register and Debit Invoices
  - C. Consideration / Discussion of OUC Invoices
  - D. Facility Usage Application
    - i. Soccer Club of St. Cloud for Practice and Scrimmages
- 8. Topical Subject Discussion**
  - A. Consideration of Salaried Position Status for Field Operations Manager
  - B. Consideration of Drafting an RFP for District Manager Services
- 9. Supervisors' Requests**
- 10. Adjournment**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

*Bob Koncar*

Bob Koncar  
District Manager

## **Third Order of Business**

**3A.**



# **MINUTES OF WORKSHOP HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The workshop of the Board of Supervisors of the Harmony Community Development District was held Thursday, November 30, 2017, at 4:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Assistant Secretary
Kerul Kassel	Assistant Secretary
William Bokunic	Assistant Secretary

Also present were:

Bob Koncar	District Manager: Severn Trent Services
Tim Qualls	Attorney: Young & Qualls, P.A.
Steve Boyd	District Engineer
Gerhard van der Snel	Field Manager
Residents and Members of the Public	

## **FIRST ORDER OF BUSINESS**

## **Roll Call**

Supv. Berube called the workshop to order at 4:00 p.m.

Supv. Berube called the roll and stated let the record reflect we have a full Board.

## **SECOND ORDER OF BUSINESS**

## **Audience Comments**

There being none, the next item followed.

## **THIRD ORDER OF BUSINESS**

## **Employee Policy Manual Options**

### **A. Modify STS Employee Handbook**

### **B. Prepare District Unique Policy (TQ)**

Supv. Berube stated: It says modify the STS Employee Handbook, I think last month at the regular meeting we decided to have District Counsel prepare a more targeted set of policy considerations and assemble them into some format which is what you see here. It is ready to go or ready for discussion at this point, as the case may be.

Supv. Kassel stated: there is no reporting hierarchy. How does it work if there is a Human Resources issue? If there is some kind of discrepancy between policy and action, whether it is Mr. van

der Snel needing to bring somebody to Human Resources or some kind of overview. What is our ability to do that? Through Severn Trent or through FRM? That is one significant thing that has to be addressed.

Supv. Walls stated: That one is at the top of my list. I think there needs to be a defined reporting structure.

Supv. Kassel stated: Not only reporting but management structure.

Supv. Walls stated: That is what I mean. I think over time we have gotten away from the way the CDD was intended to be run. The statutes say the District Manager runs the District. For a long time, and this is on all of us, the District Manager has become a paper keeper. They fill out the paperwork, come to the meeting, and that is kind of where we have been. I know a lot of responsibility has fallen on Supervisor Berube and we have let him take that role and we need to get away from that at this point. Going forward Mr. van der Snel should not come to anyone of us on this Board for direction; we are a policy body. He needs to go to the District Manager to get direction because we tell the District Manager here is our policy and the District Manager implements that policy through the staff. We need to create an organizational chart / hierarchy that reflects that so that all the employees know if they have a issue where to go to, if I have an issue with my supervisor here is who I go to and there is a structure for that.

Supv. Kassel stated: And if the supervisor and employee have an issue for the supervisor to go to and not just on paper or chart. It needs to be that the District Manager is acting in that capacity.

Supv. Berube stated: The previous version of this opened with the employment relationship between the employee and District Manager. It said when the employees have a problem and it kind of addressed in II. C. Open Door Policy and it said if you cannot get it done locally you go to the District Manager and the District Manager's name is, and the phone number is 407-566-1935. That is the Celebration office and where the District Manager typically housed. Somewhere in this version it got dropped.

Supv. Bokunic stated: It is under Equal Opportunity Employer and if employees are feeling discriminated against they should contact the District Manager at Severn Trent.

Supv. Kassel stated: You need to have contact information. I am supposed to call them but who am I supposed to call, where do I find that number.

Supv. Walls stated: A relationship needs to exist; that is the first thing.

Supv. Berube stated: It was there. I did not look for it in this version because it was in the previous. Apparently when this got typed that got left out.

Mr. Qualls stated: It is in there but I hear what you are saying it needs to be clearer. The contact for Severn Trent is on page one and is under the Equal Employment Opportunity and this is more global

that that and then the relationship between Harmony CDD, FRM, and the District Manager under II. B. What I am hearing you say is it should be established upfront more clearly.

Supv. Berube stated: Yes. Not buried in the text.

Supv. Kassel stated: More clearly but also with the appropriate contact information.

Supv. Berube stated: The reason I remember it is because the version I saw had a blank line because they did not have the phone number. It said whom / District Manager and I filled in the phone number, we sent it back and now it gone.

Mr. Qualls stated: The number is there but again it is under the Equal Employment Opportunity. I agree we will move that to new section, work chart, contact information.

Supv. Bokunic asked: Is this radically different than what has been happening?

Mr. Qualls responded: I do not know; I cannot speak to that.

Supv. Berube stated: We have never had a quantified policy - we had a bunch of pieces of paper that said these are the holidays, these are work rules, and all those pieces of paper have been regurgitated into a nice book with the added legal stuff like Florida Civil Rights, Veterans' Preference, Workers' Compensation and such.

Supv. Walls stated: It is nice that it is in a book but I am just talking about practicality. Beyond oversight does Mr. van der Snel go to the District Manager?

Mr. van der Snel responded: If there are issues and I have to give out a written warning, the written warning goes to the District Manager for approval, if the District Manager approval is there the written warning will be given and then sent for the records to FRM.

Supv. Walls asked: If you have a question about day-to-day operations say you have a question that has come up from Servello about how should we do this and you do not know the answer who do you go to currently?

Mr. van der Snel responded: Usually I asked for Supervisor Berube's opinion. If I really get stuck I try to figure it out with Servello.

Supv. Walls stated: That is the issue I am trying to fix here. Supervisor Berube is one member of this body and it takes three votes here to do anything. We need to make that travel through the District Manager. It has worked for a while but now we are growing and we need to make sure we are in line with the law and with the way statutes for CDD's were setup.

Supv. Kassel stated: I would also like to ask Mr. Koncar because when I asked it I saw an expression that I was not sure what it meant. I do not know if our relationship with FRM complicates things and I want to hear from you as to how that works and who would be the appropriate person to

contact like HR or does Mr. van der Snel get performance reviews? Do you get performance reviews? How does all that work?

Mr. Koncar responded: In looking over the policy under II. Employee Policy / C. Open Door Policy. It outlines the process you are talking about because it says anytime the employee needs to discuss concerns related to their job they should always come first to the Field Operations Manager. All matters to be discussed will be kept confidential. Sometimes this may be in regard to the employee's performance review or disciplinary action. Sometimes it may be suggestions to improve the office or a problem with another employee. No matter the situation, the Field Operations Manager or designee will likely be able to correct the problem or clean up the misunderstanding on a face-to-face basis. Under B. it says the employee's first line of contact for any employment related questions or issues should always be through the Field Operations Manager or the District Manager and not FRM.

Supv. Walls stated: My issue with the way that is worded is if we had a future Field Operations Manager and one of our employees saw him taking stuff home, or taking gas. The way this policy reads the first thing he has to do is go talk to the Field Operations Manager who is taking the gas. I think that needs to be changed or clarified that if the problem is with the Field Operations Manager there is another avenue for you to go and handle this issue. It may not be something this bad, they may just have a really bad relationship or something along those lines where going to him would not be the best thing to do. I do not know that it necessarily should say you must always go first to the Field Operations Manager if there is an issue.

Supv. Berube stated: What if we change the words the employee's first line of contact for any employment related questions or issues can be through the Field Operations Manager or the District Manager, as the situation warrants. That gives the employee the ability to decide where he wants to go.

Supv. Walls stated: So he has an option.

Supv. Kassel stated: Take always out and it resolves the issue.

Supv. Bokunic stated: The problem with that is you want Mr. van der Snel to be the first one they go to.

Supv. Berube stated: No, if they have a complaint about him.

Supv. Bokunic stated: That is logical but I am talking about a normal everyday.

Supv. Walls stated: If they have issues with another employee, of course they go to Mr. van der Snel but if it is not resolved who do I go to next.

Supv. Berube stated: We are just taking out the requirement that they always go to him first. They have two options.

Supv. Kassel stated: The next paragraph says anytime an employee needs to discuss concerns related to their job they should always come first to the Field Operations Manager.

Supv. Berube stated: We can change the verbiage there as well.

Mr. Qualls stated: We need to add the option.

Supv. Berube stated: Add the option globally.

Supv. Kassel asked: Do we feel we resolved the issue of that? Who would be the person in HR that they would contact? Is that someone you have been in touch with?

Mr. Koncar responded: It would not be HR it would be me.

Supv. Berube stated: Or until Mr. Koncar is somebody else. Nothing against you but I am sure you don't need to do this forever.

Supv. Kassel stated: II. F. Terminations - Discharge - in case of discharge employ will not receive any vacation pay or other accrued non-wage benefits. They will receive any wages earned.

Supv. Walls stated: By law.

Mr. Koncar stated: Yes.

Supv. Walls stated: I had a question on accrued leave. If you are fired or you leave and you have accrued leave is it legal not to pay it out? You can say you earned it but you will not get paid for it?

Supv. Farnsworth stated: I think there is a problem with that.

Mr. Koncar stated: I think one of the issues is between sick leave and annual leave. Normally, annual leave is earned and as long as it is earned over the period of time and there are certain employment conditions. You have to work six months to get so many days, etcetera. That is required to be paid. Sick leave is not.

Supv. Farnsworth asked: Not what?

Mr. Koncar responded: It is not compensable.

Mr. Farnsworth stated: I get that but there is a problem with this document. It says if you accrued it you forfeit it.

Supv. Berube stated: Whatever the law is.

Supv. Walls stated: This says vacation pay.

Supv. Kassel stated: If they accrued and earned that over the time before they are terminated then shouldn't they receive that. This says they will not receive any vacation pay.

Supv. Farnsworth stated: There are several things in that section that are wrong.

Supv. Kassel asked: In the discharge paragraph?

Supv. Farnsworth responded: In the accrual paragraph; which is separate from this but, it all blends together and there are problems with that.

Supv. Berube stated: On the paragraph for discharge you can go round-and-round about what is legal or not. It has already been contemplated because if it is mandated by law they will get paid for it if they get discharged. If it is optional or not required under the law and you are discharged you lose it. That is what that says, unless mandated by law.

Supv. Kassel stated: I do not feel right about withholding earned vacation pay.

Supv. Walls stated: I do not know that you can.

Supv. Farnsworth stated: Part of the reason this is confused in my opinion is in the accrual section you have blended, merged vacation and sick and they are two distinctly different items. In the accruals section you have if you do not use-it, you lose-it. That is not good policy and I do not know if it is even legal.

Supv. Kassel stated: It says an employee will not receive any vacation pay, and yes it does say unless mandated by law but may be we just get rid of it. From my point of view if you have worked to this point you have earned your vacation pay why should you have to lose it?

Supv. Berube responded: Because you did something bad enough to be fired.

Mr. Qualls stated: Policy setting is your job but there is no requirement in law that an employee is entitled to pay for unused vacation time. The policy at my office is, it is vacation time, if you do not go on vacation you use-it or lose-it and that is other places as well. Any policy you want, that is not my job to weigh into but it would be lawful to not pay it out.

Supv. Walls stated: I did not know.

Supv. Kassel stated: It is more of a morals, ethical question.

Supv. Farnsworth stated: there is more to this and I will get into when we get to that section.

Supv. Berube asked: Is it your wish Supervisor Kassel to pay for vacation that is accrued if an employee gets discharged?

Supv. Kassel responded: It is.

Supv. Berube asked: Does anybody else go along with that?

Supv. Farnsworth responded: Yes.

Supv. Bokunic asked: If they get fired?

Supv. Farnsworth stated: You cannot accrue that much. You are only talking about the period or what is allowed for one year. They cannot accrue past the second year; it is not going to happen and it is not that much that you are talking about.

Supv. Walls stated: There is no carryover according to this. You are right that the most you would end up with is a few days.

Supv. Farnsworth stated: I do not see the reason for that worded that way.

Supv. Berube stated: Because somebody is being fired. It takes a long process to get fired. You have to be a really bad dude to get fired around here.

Supv. Farnsworth stated: Go the other way, someone found it necessary to terminate themselves half through the year. In that case they could say I am going to take a weeks vacation and then quit. One way or another they are going to get paid for it.

Supv. Walls stated: People do that. It does not necessarily bother me so much if you are fired. You lose a lot of stuff a lot of times if you are fired. In government you might lose your pension. There is stuff you lose if you are fired for cause.

Supv. Farnsworth stated: There is the catch, cause.

Supv. Berube stated: The firing process here is multiple written violations all signed by the District Manager and going over to FRM.

Supv. Kassel stated: This section says the District reserves the right at any time to terminate employment with or without cause.

Supv. Walls stated: That is the law in Florida.

Supv. Kassel stated: If they are being discharged without cause they should get their vacation time.

Supv. Berube stated: The FRM contract has a very defined method of operation that remember besides this policy we have a contract with FRM that we are bound to abide by. They have very specific rules about how you discipline employees, there are forms, it is multiple written violations and what's going to happen, the employee has to sign it or not, it takes a lot to get fired and the guy is likely to know its coming. One written violation does not get you gone.

Supv. Farnsworth stated: Without cause seems to be a pretty big loophole.

Supv. Berube stated: I think that is part of the right to work state. We told District Counsel to make our policy comply with law and that is exactly what he did.

Mr. Qualls stated: To be clear the law in Florida is you can be fired for no reason, you can be fired for any reason, just so long as it is not an unlawful reason.

Supv. Berube stated: The reason this came up is because Supervisor Kassel wants to pay vacation pay for an employee who gets terminated? Is that correct?

Supv. Kassel responded: Without cause.

Supv. Berube asked: Who agrees with that position?

Supv. Farnsworth responded: I do.

Supv. Walls asked: Wouldn't that be a layoff? No. You can fire anybody for any reason.

Supv. Kassel stated: There is no indication under layoff of what happens.

Supv. Berube stated: The presumption is you would get all.

Supv. Kassel stated: That is exactly right, presumption.

Mr. Qualls stated: We can add the same sentence where they retire, the employee shall receive pay in lieu of vacation not taken. We could put that at the end of these others if you would like that. What is the will of the Board?

Supv. Berube stated: Lets deal with the discharge. Who wants to pay for vacation for someone who is discharged?

Supv. Kassel responded: Without cause. Can we go for that?

Supv. Berube stated: Make a motion.

Supv. Kassel asked: Do we need a motion?

Supv. Walls responded: I think there is consensus.

Supv. Kassel stated: And add that to layoff.

Supv. Kassel stated: Under Exit Interview I am not comfortable with just you have a right to an exit interview.

Supv. Farnsworth stated: I think it was worded that way if the employee does not want it they do not have to go through it.

Supv. Kassel stated: I think the exit interview is important so that the District Manager has a good understanding of what has happened. Maybe you are urged to have an exit interview with the District Manager.

Supv. Walls stated: Where I work, when you leave you are given a form to fill out that asks why did you leave and you can include comments, or last parting shots, whatever the case might be. It is a standard form that collects the information that we are looking for in terms of figuring out why they left. We can do something like that - provide them with the form, they can fill it out if they are there or you can mail it to them. To me if you are leaving on bad terms meetings are weird. But a form people are more apt to fill out to say I hated this job because or I left because whatever.

Supv. Kassel stated: I am suggesting an interview with Mr. Koncar.

Supv. Walls stated: You can collect all the information you need with a form.



Supv. Berube stated: The form can say you can give written comments here or schedule a personal exit interview with the District Manager.

Supv. Farnsworth stated: You have already made it mandatory by saying you are going to do this or this. They should be able to say I do not want an exit interview, I do not want to tell you.

Supv. Kassel asked: What would this say?

Supv. Berube responded: An exit interview form.

Supv. Kassel asked: What would this say in the Employee Handbook? Would it say you are requested to fill out an exit interview?

Supv. Berube responded: You will be asked to fill out an exit interview form. It will include contact information if you request a personal exit interview with the District Manager.

Mr. Qualls asked: Can we take the form and attach it as Addendum C.

Supv. Berube responded yes.

Mr. Qualls stated: Saying employees are encouraged or have the option to fill out the form.

Supv. Farnsworth stated: That would be better to clean up the wording.

Supv. Kassel stated: Also have the option of an exit interview with the District Manager.

Supv. Farnsworth stated: Make in non-mandatory; a request.

Supv. Kassel stated: It will say you are encouraged.

Mr. Qualls asked: Would you want to use the same form they use in Orange County?

Supv. Walls stated: I can send it over to you.

Supv. Berube stated: Modify it to suit our terms.

Supv. Walls asked: am I able to send it out to everybody without saying anything?

Mr. Qualls responded: As an FYI, yes, but the minute somebody replies on accident.

Supv. Berube stated: Let him circulate it.

Supv. Kassel stated: Under III. B. - Raises, it would be good if there were some way of showing how merit is tied to the pay or longevity.

Supv. Walls asked: Can I suggest something because I think on this whole thing with pay we need to step back a little bit. One thing we do not have or I have not seen is job descriptions.

Supv. Kassel stated: We need those too.

Supv. Walls stated: What is the pay scale, do we have a pay scale, do we need to set a pay scale as a Board. I think we probably do, I do not think we have ever done that. I would suggest once you get a pay scale, which essentially a range that each position can make. Merit raises sound good but its hard to administer especially when you have a finite amount of money. What I would say is we as a Board each

year come up with a cost of living adjustment, usually three or four percent or something like that and increase everybody's pay that is onboard. If they are onboard hopefully they are performing well, everybody gets a raise and call it a day. But also included in that is if you have certifications, if you had to get a license to do certain types of jobs, there should be pay for that as well that compensates you for doing additional things.

Supv. Berube stated: It is addressed further in.

Supv. Walls stated: I am saying that should be a specified amount. Fifty cents per hour or whatever it is depending on the certification and how hard it is to come by. We should have a set amount that says this is how much you get.

Supv. Kassel stated: It should not be arbitrary.

Supv. Walls stated: You do not want to give one fifty cents an hour for getting the same certification but the other guy is getting twenty-five cents per hour for it. I think we need to step back on all of it where it comes to pay. Start with what are the jobs, what is the market for the jobs, what should they be making and then decide how you progress through whatever that pay range is.

Supv. Kassel stated: You are suggesting it is more of a cost of living increase and less of a merit or longevity increase.

Supv. Walls stated: Cost of living and longevity are the same; the longer you are here the more you make. That is the way I would propose you go and then you take out people getting upset because they did not get as much as this guy. Sometimes it is not fair to do it like that but sometimes it is not fair to do it the other way either. I think it just makes it a whole lot easier and less subjective to say here is the raise for all the employees this year and leave it at that.

Supv. Berube stated: Initially this said wages are tied to budget increases as determined by the Board for each fiscal year. That turned into a lot of discussion that can be taken the wrong way.

Supv. Walls stated: There may be years where it is lean and we say we cannot provide a raise.

Supv. Farnsworth stated: You do not want to make this automatic.

Supv. Walls stated: What I am saying is each year this Board will approve a budget and that budget will include what the raise is for the employee is.

Supv. Farnsworth stated: That wording really does not belong in here.

Supv. Walls stated: It is going to tell you how the raises are governed in the policy.

Supv. Berube stated: To cover raises we add a section Addendum D. Addendum D is a job description and pay scale/range. Raises will be governed at the discretion of the Board. It will be tied to

the budget but it may not be exactly the same as the budget increase. When we will look at field services each year we will plug in some sort of a number.

Supv. Walls stated: We may add a guy and increase the field services budget by 10% but the raise is 4%.

Supv. Berube stated: Addendum D covers pay scales based on job description and any intended raises which may be offered or something to that effect. Addendum D will also get the job descriptions. We have to be careful because most of these guys are cross trained and everybody can do everybody else's job, within reason.

Supv. Walls stated: You can include that in the job description - there may be other duties as assigned.

Supv. Berube stated: Nobody can step into a license position except for a licensed guy but anybody can pick up trash or paint a bench.

Supv. Walls stated: It will be good everybody that it is defined. Here is what my job and what is expected of me. Especially when you are coming in new, you want to be able to read what the job is I am getting.

Supv. Berube stated: Your task is to come up with the job descriptions for the four positions as well as yourself. Your job should include all of the below and everything else they can throw at me.

Mr. van der Snel stated: Okay.

Supv. Berube asked: Did we cover that well?

Supv. Kassel responded: I think so.

Supv. Farnsworth stated: It depends on what it looks like after it written up.

Mr. Qualls stated: To make sure I understand, you are going to have a pay scale, raises can be made within that scale so long as approved by the Board.

Supv. Berube stated: Yes. Once we set a scale and increase and every year there will be an increase percentage assigned to it.

Supv. Kassel stated: We should retain the ability to set the amount and when we feel it is appropriate. For example if the CDD starts going in the red for whatever reason, we may not want to have a mandatory pay increase that year.

Supv. Farnsworth stated: It should not even be mentioned there.

Supv. Berube stated: It is not a guaranteed increase.

Supv. Walls stated: It is like you said it is going to be set by the Board. My intent will always be to get a raise to the guys and every year that is what I hope to do. As long as it is left to the Board's

discretion I think we also need some other statement that says we have this cost of living / longevity raise but also there needs to be a provision for if the District Manager feels an employee is deserving, for some reason, of an additional raise on top of whatever. If something special were to come up and we need to compensate somebody more there needs to be a provision where we can come back and do that.

Mr. Qualls asked: Can we say employees may be entitled to a cost of living adjustment subject to approval by the Board whenever the CDD establishes the budget.

Supv. Kassel stated: That is not addressing what Supervisor Walls is saying.

Supv. Walls stated: There may be times when a raise outside of a cost of living adjustment is deemed appropriate.

Supv. Kassel asked: Who are you bringing that up to?

Supv. Walls responded: To the Board. It can be brought to the Board by the District Manager.

Mr. Koncar stated: The Board would set the maximum amount of raise. The other option you can look at is something that does not cost the District money which is if an employee goes out and finds a way to save money. They look at the phone system, you have three phone lines coming in and you only need two. You can save \$1,000 a year by eliminating a phone line and they would get some kind of bonus for that.

Supv. Walls stated: That is what I am talking about; a provision that allows us to do that.

Mr. Koncar stated: Those are things that would work within the budget parameters. My concern is I do not want it to get out of control where you are giving increases but the money is not there to cover it.

Supv. Walls stated: Certainly.

Mr. Koncar stated: There should be budgeted amounts for increases based on performance once and the other would be optional performance, merit, however you want to call it but those can be for items that are not necessarily budgeted but still give the employees incentives to go out and look for ways to save money for the District.

Mr. Qualls asked: Can we make a simple fix that says employee's may be entitled to an annual pay increase subject to the discretion and approval of the Board.

Supv. Walls stated: There you go.

Supv. Berube stated: District Manager and the Board.

Supv. Walls stated: Add and the Board to the longevity and performance in the second paragraph where it says subject to the discretion and approval of the District Manager.

Supv. Kassel stated: That is only Field Operations Manager; it does not say and staff.

Mr. Qualls stated: The idea was the staff was addressed above.

Supv. Kassel stated: Not in this paragraph.

Mr. Qualls stated: This is just the Field Operations Manager.

Supv. Kassel asked: What is the difference between the Field Operations Supervisor in the paragraph above and the Field Operations Manager in this paragraph.

Mr. Qualls responded: What it said was employees may be entitled to an increase subject to Mr. van der Snel's approval. That was basically ratified by the Board. The first paragraph we drafted to cover employees and the second paragraph to cover the Field Operations Manager.

Supv. Walls stated: The first paragraph should be inclusive of everyone.

Supv. Kassel stated: In that paragraph there is mention of a Field Operations Supervisor and in the next paragraph it says Field Operations Manager. Let's be clear.

Mr. Qualls stated: It is a typo but now it will say all positions so you have effectively made that a moot point.

Supv. Kassel stated: At the end it is who has approval and should be the proper person.

Mr. Qualls stated: It is just going to say the Board. It is going to say all positions are subject to a 90-day probationary period...and approval of the...cross out everything but the Board.

Supv. Berube asked: Don't we want it to say the District Manager and the Board?

Mr. Qualls responded: Ultimately everything your District Manager does comes back to you but it can say both.

Supv. Walls stated: It does not need to. He is going to be the one submitting the request when they make the budget.

Supv. Berube stated: that is not what I mean. If an employee is up for a raise because he has been here for a year do you want the District Manager to have to come to the Board to say this employee is up for a raise, we are going to give him fifty cents and need approval.

Supv. Walls stated: What I envisioned was when we set the budget we say this is what the raise is for the year.

Supv. Berube stated: Give him a package number.

Supv. Walls stated: No, everybody is going to get the same raise. We are going to say what the raise is, say 4%, and everybody gets 4% when it is their time to get it.

Supv. Berube stated: The District Manager has this pot of money there that he just applies as needed. He does not have to come to the Board to say can I give this guy a 4% raise.

Supv. Farnsworth stated: There are two different things - one is the raise he is talking about independent of a merit increase.

Supv. Berube stated: I understand.

Mr. Qualls stated: Now you have one paragraph that can cover both of those things but it the buck stops with you. Is that what I am hearing?

The consensus is yes.

Mr. Qualls stated: Under raises there is going to be one paragraph that says all positions are subject to getting a raise subject to the approval of the Board.

Mr. van der Snel asked: If an employee is not performing at all and has had a written warning, he is on the hot seat, would I have the ability to talk to the District Manager to say why would we give him a 4% raise if he is almost on his way out?

Mr. Qualls responded: Within this modified paragraph you have that flexibility.

Supv. Walls stated: My question would be why is that employee here? If they are so bad that they do not deserve a raise, we do not need them here.

Mr. van der Snel stated: True, but there is a process.

Mr. Koncar stated: It could be timing. In other words if he has gone through the first written warning, is not performing satisfactorily and it is time for annual increases then you would not give that employee an increase.

Supv. Farnsworth stated: You might be more than just the first warning.

Supv. Berube stated: The FRM contract calls for three written warnings before you can terminate. The District Manager is pretty much the first guy to see the written warning after it is issued because he signs off on it and sends it on to FRM. One would think the District Manager would know this employee has one or two warnings already and when it comes raise time we may want to discuss this rather than give them the raise. I think it seems automatic that the District Manager would know there is a problem going on here and we do not want to increase this guy because he is probably going to go next month.

Supv. Farnsworth stated: If there is discussion okay, that is fine.

Supv. Berube stated: It is written.

Supv. Farnsworth stated: With at least two and discussion not just automatically don't get it.

Supv. Berube stated: Yes, and figure out what is going to happen here.

Supv. Walls stated: There are caveats within that such as if you are on your probationary period, you do not get a raise. I do not know if we need to address that in the policy.

Mr. Qualls stated: I think the key is to have the flexibility within your policy so you can do any of these things. What your policy will say is you can as long as this Board approves it.

Supv. Farnsworth stated: Let me ask on question on what I have highlighted; it is the wording that I am questioning. Does that belong in there or is that something we are going to address in the other meeting?

Mr. Qualls asked: is instead of will be?

Supv. Farnsworth responded: It would be more like may be.

Supv. Walls stated: That is where it gets to the job description. Exempt is based on, by the FLSA, what you do. When we see the job description and how it plays out determines whether an employee is exempt or not. There are a couple of other factors but I think we need to look at that first to make sure it fits the requirements.

Supv. Berube stated: The reason that got put in is because when Mr. Walter was here, Mr. Walter and Mr. van der Snel discussed Mr. van der Snel's request to become salaried rather than hourly. Mr. Walter put that into this policy before discussion by this Board. Right now the Field Operations Manager is hourly, at his request he wanted to go to salary with a commiserate change in salary which balance roughly his overtime most weeks. The change in wages to go with salary was roughly equal to his previous six months. There would not be anymore overtime for that position but the new wage would roughly balance what he has been getting for the previous six months. That is how this came into being called out as a salaried position. It is not salaried now.

Supv. Walls stated: That is what I am talking about. I have not heard anything about that. I am not saying it should or should not be but we have to look at what the job is doing, what the salary is, what we think it should be and that kind of stuff before we put it into policy.

Supv. Berube stated: That is why it showed up here. It was on Mr. Walter; he was going to bring it to the next Board meeting for discussion and then the change occurred so it ended up being put in here without the discussion that was supposed to happen about it. I agree with you that we look at all the job descriptions and then decide does this become a salaried position or stay hourly.

Supv. Walls stated: It may be but I have not seen any documentation for it.

Mr. van der Snel stated: I asked the FRM supervisor what a salaried position would be to get an exempt salaried position. He said if you open the door of the office and lock it at night, if you hire and fire people, that is pretty much what an exempt salary position is.

Supv. Walls stated: I get it. I know what the requirements are and I am not saying you should not be what I am saying is it needs to come here first. We need to see all the documentation and review it.

Mr. Qualls stated: So I am clear, for compensation for hours worked, what we are going to say is compensation will be established within the range set forth in attached Addendum D.

Supv. Berube stated: Yes.

Mr. Qualls stated: It will have the job description / compensation and both of those will be addressed. If it changes over time you reflect it in the Addendum.

Supv. Berube stated: The sentence about the Field Operations Manager can come out. You are going to write the initial job descriptions and they will come here for editing. We will figure out how that all finalizes out.

Supv. Farnsworth stated: We are jumping into part of the stuff that was going to be discussed in the next meeting.

Supv. Berube asked: What it is in the regular meeting?

Supv. Farnsworth responded: The business of the job description of the Field Manager. It is a line item in the next meeting.

Supv. Kassel stated: What Supervisor Farnsworth is saying is this is not a matter for the workshop but for the regular meeting so we are mixing things that should be in the regular meeting with the workshop.

Supv. Walls stated: It is in the policy we are looking at and why it came up.

Mr. Qualls stated based on what I have heard you have not discussed at this workshop whether changes would be made for Mr. van der Snel. What you have discussed is in your policy what the parameters of those are. I think you have toed the line nicely.

Supv. Kassel stated: Benefits - say an employee is covered under their wife's policy. There is nothing here to incentivize them not to take coverage under the CDD if they are already getting insurance elsewhere.

Supv. Walls stated: We have never approved, that I can recall, what those benefits are. What insurances are we going to provide? It is in the policy but as a Board we have never approved that. We have approved budgets for it. I think each year that package of benefits needs to come to the Board to approve, including the premiums we are going to pay. Also, included in that is if the employee does not take the insurance they are saving us money then they should be compensated back a little of that. I do not know what the number is because I do not know what the premium is. That should be part of the policy.

Supv. Berube stated: the only problem there is as your group shrinks it becomes more difficult to buy insurance. He has a hard time finding coverage that is acceptable and affordable.



Supv. Walls stated: He should not be looking for those things; it should be the District Manager's job.

Supv. Berube stated: The District Manager never has.

Supv. Walls stated: That is something we need to change too. That is an administrative task not for the Field Operations Manager's to go find insurance.

Supv. Berube stated: It started from nothing to this.

Supv. Walls stated: I understand but we need to fix it.

Mr. Koncar asked: Is that something included in the scope with FRM?

Supv. Berube responded no.

Mr. Koncar stated: That is not addressed with the FRM scope.

Mr. Qualls stated: No, just workers' compensation.

Supv. Berube stated: The reason it is not addressed with the FRM scope is because the group is too small. It is not now because we have five. When you do PEO's they do not want to deal with you if you do not have five or more employees. When all this started we had four and FRM was basically the only company in the State that would take this group. They also said we will not do benefits and administration with the exception of the required workers' compensation for this small of a group. Now we are at five however if all five do not take the coverages they will not do the administration for it and is why it is outside the FRM scope.

Mr. Scarborough stated: The two of us have elected not to take it.

Supv. Berube stated: You only need one guy not to take the coverage and you cannot go through FRM for their insurance package.

Supv. Walls stated: That is why we procure it ourselves. What I am saying is that package needs to be procured by the District Manager and needs to come to the Board each year for approval because prices and plans are going to change every year. Make it a formal process that says here is the benefit package that we are approving for employees this year.

Supv. Berube stated: That is why it changed earlier this year because Blue Cross decided to double the rate and deductible and said take it or leave it, so we left. I agree the District Manager should do it but it is what it is.

Supv. Kassel stated: When you say that is what it is, that is what it was and may not be what it will be.

Supv. Berube stated: I meant that is what it is now; not that is what it is going forward. This is how we got to where we are at now.

Supv. Kassel stated: I understand it is hard to get insurance but we are still paying per employee. If we are paying for three - we are still paying so what is the incentive for somebody not to take the insurance that we do not have to pay for.

Supv. Walls stated: If the premium is \$15,000 per year and that is what we are paying, if we have an employee who does not take it we are not paying the \$15,000 so give them some kind of credit.

Supv. Berube asked: If you want to do that do you want to pay the full amount?

Supv. Walls responded: No, come up with a credit, whatever that is based on what the benefit package is.

Supv. Kassel stated: A percentage or something, it is probably going to be hard to do because we would not know necessarily what the insurance rate would be unless they were actually covered.

Supv. Berube stated: We know the rate.

Supv. Kassel stated: Maybe it is a percentage of the rate that they can get back at the end of the year.

Supv. Walls stated: Where I work if you do not take the health coverage you get \$25 per pay period added to your check. Not a huge amount of money but you are getting something. I am not saying that is what we go with but something along those lines. You get compensated if you decide not to take that benefit.

Supv. Berube stated: When all of this started is when Obama Care was coming into effect. I asked the question and they said you cannot compensate employees for not taking an offered insurance. That may have changed.

Mr. Qualls stated: I am pretty sure that is wrong.

Supv. Berube stated: Obama Care has changed a lot so if it is legal. I agree that they are saving us money by not taking it. What do you want to give them?

Supv. Walls responded: I think we can figure that out later. We just have in the policy if you do not take it you may be entitled to compensation.

Supv. Farnsworth stated: As long as it is worded may be not automatically.

Supv. Berube stated: Understanding that if we do this and enough people opt out we may not be able to offer insurance coverage.

Supv. Walls stated: The compensation will not be incentive enough for a person to go without insurance. You have to make it low enough so it does not make them opt out just to get the credit, but high enough.

Supv. Berube stated: To say okay thanks.

Mr. Qualls stated: We want to have a section that basically says if an employee elects not to receive health, vision and dental benefits that employee may be entitled to a pay increase.

Supv. Berube stated: No.

Supv. Farnsworth stated: It is more like an offset.

Supv. Walls stated: Compensation.

Supv. Berube stated: Offsetting compensation.

Mr. Qualls stated: You want to keep it that it is a shall. Nothing is going to change for those receiving the benefits during this cycle.

Supv. Farnsworth stated: may be entitled.

Mr. Qualls stated: I think the law is you have to have at least 50 employees.

Supv. Walls stated: We do not meet the threshold.

Mr. Qualls stated: We want to say may be entitled.

Mr. Koncar stated: I will need to look at this also and get back with you we have not done the benefits before, in the past, so I need to look at in terms of District employees as opposed to Severn Trent.

Supv. Walls stated: The way I view this is it is just another contract we have with a firm and they happen to be providing insurance benefits.

Mr. Koncar stated: You are talking about a vendor contract.

Supv. Walls stated: Yes.

Supv. Berube stated: Right now we have two - one with Ameritas Life.

Mr. van der Snel stated: Ameritas and Humana. My wife was in the insurance business so she found the insurance agency in St. Cloud and they found a small business package for us. The small business package was pretty much the same as we had except the benefits were much better so we took that. The insurance agency is doing that for us through HealthCare.gov. It is running perfectly well, in my opinion.

Supv. Walls stated: I am not suggesting we change anything. What I am saying is instead of you going out and procuring that contract the District Manager does that. A Field Operations Manager should not be going out getting insurance.

Supv. Kassel stated: That does not mean you cannot make a recommendation of something but it removes the responsibility from you.

Supv. Berube stated: If it is working well and the premiums do not jump up or deductibles skyrocket like what happened with Blue Cross. All the insurance companies under HealthCare.gov are pretty much the same. It is just a matter of finding one that fits. The flexibility is still there and we are

not going to change anything right now but if those deals change and need adjustment or attention then the District Manager will do it and certainly you will input as the administrator and one of the covered. You show the guys who get the coverage the package and say here is what we are thinking.

Supv. Walls stated: Each year that should come to this Board for approval. If we look at it and see that it is not feasible then we will do something else.

Supv. Farnsworth stated: When you say that it will really be up to the District Manager to put together that package we are looking at. He may ask the Field Manager for information but it is still his responsibility.

Supv. Kassel stated: IV. - Attendance and Leave. There is talk about hours, breaks, and when lunch breaks should be taken but it does not talk about how long lunch breaks are.

Supv. Berube asked: How long is lunch?

Mr. Scarborough responded: One hour.

Supv. Walls stated: That is what the policy should say.

Supv. Farnsworth asked: What does that make an eight-hour shift run?

Mr. van der Snel responded: 7:00 a.m. to 4:00 p.m.

Supv. Berube stated: Some shifts are different to cover things like pool closing.

Mr. Qualls asked: in the last sentence - if an employee must leave the jobsite for any reason, the employee must inform their immediate supervisor or the supervisor's assistant by text or phone call. Who is the supervisor's assistant? Second what does leaving the jobsite mean? If I am working on irrigation and have to go use the restroom do I need to call my supervisor to tell him that.

Supv. Berube responded: The jobsite is anywhere in Harmony.

Mr. Qualls stated: We are going to define jobsite as the entire property.

Mr. van der Snel stated: The thing is all the staff lives and works in Harmony today. Whenever they leave or need to go home for any reason that is when I would like to know so there is clarity on where they are and if anybody sees his car at his house at an unusual time I can say it is permitted, he is there for a reason, I know about it. It is to give transparency on where they are and is why I put that in.

Supv. Walls asked: If they were working in front of their house on an irrigation line and ran inside to get a drink do you want them to call or text you about that?

Mr. van der Snel responded: Yes. Now they are in their house and for me it is all about perception.

Supv. Walls stated: We all know these guys. We just need some leniency. I can see situations where somebody may get upset. I know if my boss told me if I was driving my house and I ran into to get a drink you better call me I would not care for that at all.

Supv. Farnsworth stated: I do not think anybody is going to go that far.

Supv. Walls stated: I just want to make sure because that is what the policy is. If we are going to define the jobsite as the entire property.

Supv. Farnsworth stated: Do not define it that way then.

Mr. Qualls stated: You can take it out.

Supv. Walls asked: Has it been a problem?

Mr. van der Snel responded: Yes and no. It is a risk that I would like to prevent and also to protect the team.

Supv. Farnsworth asked: What is the objection to the wording?

Mr. Qualls responded: I am just trying to figure out what does jobsite mean. If we said the District's systems and facilities, mirroring what is in the statute.

Supv. Walls stated: Must leave the District infrastructure or systems and facilities for any reason.

Supv. Beurbe stated: It comes down to the same thing, the jobsite is all of Harmony.

Supv. Walls stated: The District infrastructure would just be the work being managed.

Supv. Farnsworth stated: Let me try to qualify that a little bit - the jobsite it all the District owned facilities. A private house is not so this does covers all the words that are necessary. I do not think you have to go anywhere else with it.

Supv. Bokunic stated: To me this is mega micromanaging. I would not like it as an employee and to do things as a perception because someone might see someone or is it because you want to know if they are going home.

Mr. van der Snel stated: If there is abuse in this area then I have nothing to stand on because it is not in the policy. I can go home anytime I want.

Supv. Walls stated: To me, at the end of the day, was the job done. This is what I tell my employees all the time - I do not care how you do it, did you get the job done. As long as you are not doing things illegally, I do not care.

Supv. Berube stated: The reason this was put in is because there have been problems and there was no ground to stand on. The learning curve is he needs something.

Supv. Walls stated: There needs to be some discretion in how that is used.

Supv. Berube stated: How about if an employee needs to leave the jobsite for any reason they should inform the immediate supervisor by text or phone call.

Mr. Qualls asked: Is the job description of the Field Manager to supervise the other field employees?

Supv. Berube responded: Yes.

Mr. Qualls stated: Then there is no way you are going to be able to capture everything that entails in this policy. I think your suggestion of if an employee must leave the District's systems and facilities for any reason the employee should inform their immediate supervisor. That is common sense. I do not think you can put everything in there but I think the way you have changed it is a lot more clear. By taking out jobsite, because that is not something we understand in this line of work.

Supv. Kassel stated: It is not something a new employee would understand.

Supv. Farnsworth asked: You reworded it to what?

Mr. Qualls responded: If an employee must leave the District systems and facilities for any reason the employee should inform the District Field Manager.

Supv. Berube stated: Should instead of must.

Supv. Farnsworth stated: I understand should.

Supv. Berube stated: If they leave the public facilities and go to a private facility they should.

Supv. Farnsworth stated: I thought jobsite was adequate for that.

Mr. Scarborough stated: My personal perspective is when I first started working here, for several months, I would stop at the house to use the restroom or grab something never more than five minutes. Somebody could potentially abuse that system but the thing is first of all you have to trust your employees and secondly anybody who takes advantage of it in time it is going to catch up. I agree with what you are saying and I do not necessarily like texting him every time but also I get the reasoning behind it. I do not know that there is any wording that will encapsulate it.

Supv. Berube asked: Are you okay with how we adjusted it; it is a should.

Supv. Walls stated: I think you are saying what we are saying, there just needs to be some discretion in how it is used. If there is a problem we can talk about it another day. It just needs to be fair on both sides. Fair from you that if somebody forgets to tell you they are going to get a drink from their house you don't give them a hard time and then fair from you that if you go get a drink from your house you won't stay there 20 minutes.

Supv. Berube stated: There was a former employee who was so good about being at his house that I noticed him at his house, frequently. I think you will all remember the picture that was sent in by a

resident of some guys out in the woods doing something in the woods they should not have been doing. This gets reported and gets to him. This got put in to give him some ammunition when things get abusive.

Supv. Kassel stated: I think we have covered it and we can move on.

Supv. Farnsworth asked: When workload permits - why is that wording there? This implies that if you load people up you do not get your 15 minute break.

Mr. Scarborough stated: I do not think the breaks are necessary.

Supv. Farnsworth stated: legally.

Supv. Berube stated: Legally you have to give a break every four hours.

Supv. Walls stated: The Attorney says no.

Supv. Berube stated: I think what it is saying is when you can break free you can take your 15 minutes but it does not necessarily have to be from 10:00 to 10:15.

Supv. Farnsworth stated: I understand that but this says when workload permits.

Supv. Walls stated: It already says may just axe when workload permits.

Mr. Qualls stated: Done.

Supv. Kassel stated: D. Holidays.

Supv. Farnsworth stated: "D. Holidays" needs to be on the next page with the section it belongs to.

Supv. Kassel stated: I am looking at the holidays and wonder why other National holidays like President's Day and Veterans Day do not appear here.

Mr. Qualls stated: I thought we just did what the State of Florida did but now that I am looking at it they also do MLK Day.

Supv. Berube stated: This has been effect since day one. It came from FRM - they had paid holidays for their groups and that is where we lifted this from.

Supv. Farnsworth stated: I do not see anything wrong with it.

Supv. Walls stated: Currently employees are getting six holidays.

Supv. Berube stated: Yes.

Supv. Kassel stated: I am a little uncomfortable that they do not get National Holidays, especially if they are a Veteran.

Supv. Berube stated: I work for a private employer and I do not get it. Governments and banks typically give it but private employers do not.

Supv. Walls asked: How many holidays does Severn Trent give?

Mr. Koncar responded: I think we have nine. We do not get Veteran's Day.

Supv. Bokunic stated: Put a couple of Floaters in.

Supv. Walls stated: Nine may be a better number than six. If that is what Severn Trent is doing we should try to mirror that.

Supv. Berube stated: I can bet that one of them is the day after Thanksgiving and Christmas Eve as well. You have to be careful because there is a job to be done.

Supv. Walls stated: We should try to mirror what the District Manager does at least.

Mr. Qualls stated: The State of Florida adds in addition to these - MLK Day, Veteran's Day and the Friday after Thanksgiving.

Supv. Walls stated: I would add Christmas Eve for sure and the day after Thanksgiving.

Supv. Berube stated: It is not a bad increase.

Supv. Farnsworth stated: If you are trying to match the nine some organizations leave the ninth one as a Floating Holiday and let the employee choose.

Supv. Walls asked: What about Easter?

Mr. Qualls responded: Easter is always on a Sunday.

Supv. Berube stated: These guys work seven days per week.

Supv. Walls stated: I think you need to put Easter in there.

Supv. Berube asked: If their normal day off is Sunday do they get paid for it?

Supv. Walls responded: I do not think that matters - you get nine holidays.

Supv. Berube stated: We are going to add Christmas Eve, the day after Thanksgiving and Easter.

Supv. Farnsworth asked: Why restrict it to Easter? Leave it floating.

Mr. Scarborough asked: Is the floating independent or is it together?

Supv. Farnsworth responded: It does not matter.

Supv. Kassel asked: What does that mean?

Mr. Scarborough asked: What if we all wanted Easter off?

Supv. Farnsworth responded: You have to schedule it with Mr. van der Snel. If he does not agree with all of you taking it off then no.

Supv. Berube stated: On the hard holidays the workforce is shut down, nobody is working.

Supv. Walls stated: This does not mean we shut down, we have not discussed that. It does not mean you shut down on all nine of these days.

Supv. Farnsworth stated: Float is essentially like a vacation day.

Supv. Walls stated: On Christmas Eve and Black Friday I do not see you shutting down.



Mr. Qualls asked: Do we need to change the following are holidays upon which the CDD will be closed.

Supv. Kassel responded: To may be closed.

Supv. Farnsworth stated: This is an Employee Handbook - you do not have to say the CDD will be closed.

Mr. Qualls stated: You cannot call the Governor's office on Christmas. It is closed.

Supv. Farnsworth stated: It just seems strange to put those words in an Employee Handbook.

Supv. Walls stated: It matters in how we are going to pay people. You are going to get more money if you are working on a holiday.

Supv. Berube stated: We have the six closed holidays were everything is shut down. We have added three holidays which may cause employees to be scheduled to work on those days. It is addressed further on that if they are scheduled on a holiday they get holiday pay plus eight hours straight time for working on that day. We will leave it at six hard holidays.

Supv. Walls stated: Those are the days the CDD is closed and they get paid for it.

Supv. Berube stated: Yes.

Supv. Kassel stated: We may be closed on the other holidays.

Supv. Berube stated: The CDD may be closed or you may be scheduled to work on the day after Thanksgiving, Christmas Eve, and Easter. If you are scheduled to work on any of those days you will receive holiday pay plus regular eight hours pay.

Supv. Farnsworth stated: E. Accrued Leave - there is a big problem with the way this section is written. For accrued leave you have one item but you are mixing in vacation time and sick time. They are two distinctly different items. For sick leave you have a table for different employees and for different periods of time that they are there. You have a vacation schedule for different employee levels and how much time they are there. For vacation you can only accrue one week and if you do not use-it you lose-it. Sick leave you can build up, if you are here long enough, up to 14 weeks.

Supv. Walls asked: Who currently tracks leave?

Supv. Berube responded: Payroll.

Supv. Walls stated: This is a fairly generous number of days, even combined. When I have employees come on they do not get this much leave. We do combined at work - we do not have sick and vacation days.

Supv. Berube stated: More and more companies are combining it all. It is paid time off.

Supv. Farnsworth stated: I am glad I never worked under that system. It is two distinctly different things.

Supv. Walls stated: Carrying over has difficulties. The issue I have with it is the way the leave policy is written. You do not earn enough leave to take a vacation until half way through the year and it goes away at the end of the year and you start all over again.

Supv. Kassel stated: You have to take your vacation between July and December.

Supv. Walls stated: What I think it needs to be is that you get so many weeks of vacation per year and you can take it whenever you want throughout the year based on your supervisors approval. You will have to track accruals for when I person retires or is terminated so you know how much to pay out but they have to be able to begin taking leave at the beginning of the year. If you want to take a vacation in January, the way this policy is written, you cannot.

Mr. Qualls asked: What would that number be?

Supv. Walls responded: I think the numbers are good.

Mr. Qualls asked: How many days of leave would it come to per year?

Supv. Kassel responded: It is six hours per month.

Supv. Berube stated: After the 90-day probationary period in the first year you get six hours per month or 72 hours in a twelve month period.

Supv. Kassel stated: If you are hired on January 1 your leave does not start accruing until April 1.

Supv. Berube stated: There is no easy way of administering it.

Mr. Qualls stated: If we just said employees are entitled to nine days of leave per year subject to clearance based on schedules by the Field Manager.

Supv. Walls stated: It is more than nine but whatever that number is.

Mr. van der Snel stated: It is ten days.

Mr. Berube stated: The seconded year you get 10 hours per month so that is 120 hours which is three weeks. After three years you accrue 12 hours per month which is 144 hours.

Supv. Walls stated: That is pretty generous and I would space it out more.

Supv. Kassel stated: Maybe you step up at two years and then at three, four or five years.

Supv. Berube stated: It steps up at one and two years.

Supv. Walls stated: Max out at five years.

Supv. Farnsworth asked: Why is it not more like what this table shows. You are trying to do in words what you can do very well in a table.

Supv. Walls stated: I am saying you will still lose your leave if you do not use.

Supv. Farnsworth stated: If you are talking about vacation type leave, I agree with you.

Supv. Walls stated: That is not what I am talking about.

Supv. Farnsworth stated: Sick leave is a different issue.

Supv. Berube stated: We have to keep it combined into PTO because that is the way FRM tracks it.

Supv. Kassel stated: The person who is the formal employer does it that way.

Supv. Farnsworth asked: Why does FRM combine it?

Supv. Berube responded: Everybody combines it. My company is the same way - PTO.

Mr. Qualls stated: I do not want my employees thinking they have to take a sick day when they are not sick. You get a leave day whether you are sick or not; it is a leave day.

Supv. Berube stated: Paid time off, personal time off, whatever you want to call it.

Mr. Qualls asked: How many people want to split the in between - sick and personal leave?

Supv. Berube responded: No.

Supv. Kassel stated: Supervisor Farnsworth does.

Supv. Berube stated: Democracy rules. Here is the way we thought about this as we regurgitated it multiple times to make it work. The idea of having it reset on October 1<sup>st</sup> is so you are not carrying any future liabilities into the next budget year. We understand that creates a problem with timing and when people come on the job; not everybody starts on October 1<sup>st</sup>.

Supv. Walls stated: I do not think October 1<sup>st</sup> matters if you say you get x number of days to use for the year. Then you get another x number of days on October 1<sup>st</sup>.

Mr. Qualls stated: As long as they understand the fiscal year runs October 1<sup>st</sup> through September 30<sup>th</sup>.

Supv. Walls stated: You are going to have the same number of days no matter what day they reset.

Supv. Berube stated: The idea was this is what is on the paper and if there is a problem he has something to back him up. The fact is FRM tracks it and he would have discretion because there is no perfect way of writing all this down and having it fit every situation. There is a certain amount of discretion to make sure in a 12-month period they do not exceed their accrued leave. I think we can leave it written the way it is but do you want to tighten up how many hours they are gaining?

Supv. Walls responded: If I were writing this I would make it one, three and five years, instead of one, two and three. The difference is not that big but it incentivizes someone to stay on longer. If we are going to write it so they are getting these days upfront - for new employees it needs to be prorated. If you

come in six months into the year you get half. In terms of payouts if you were to get your ten days on October 1<sup>st</sup> and then got terminated on October 2<sup>nd</sup>, do you get paid all ten days?

Mr. Qualls responded: No, because there is no carryover.

Supv. Walls stated: The accrual still stands - if you get ten hours per month and if you have worked a month and get fired you paid for ten hours of leave, not ten days.

Supv. Berube stated that is why you have an accrual per month to avoid it.

Supv. Walls stated: The accrual does not work if you are going to reset it.

Mr. Qualls stated: At our firm we accrue for the purpose of liability but we will make an agreement to advance someone vacation time that they have not accrued if we decide we would like to.

Supv. Berube stated: Mr. Qualls assistant, Ms. Scarpone who did a good job with this and who I am sure he is going to give what we want to do to her. You have heard what we want to do and Supervisor Walls is suggesting from after the employees one year it goes to the three year anniversary.

Supv. Walls stated: Yes. The number stays the same in terms of the hours you accrue.

Supv. Berube stated: After the employees three year anniversary it goes to five.

Supv. Walls stated: At five years you are getting the max.

Supv. Berube stated: After the employees three year anniversary they will accrue leave at ten hours per month, and after the five year anniversary the employee will accrue 12 hours per month.

Supv. Farnsworth asked: Accrue it for how long? Is there any carryover?

Supv. Berube responded: No, annual.

Supv. Farnsworth stated: In other words you are not allowing any carryover from one year to the next.

Supv. Walls stated: If you were to look at packages at other places this is a lot more generous.

Supv. Farnsworth stated: I vehemently disagree with no carryover.

Supv. Berube stated: In this world you do not want liabilities carrying over and building up and we do not either.

Supv. Farnsworth stated: The limit would be five days for vacation. If you are combining it.

Supv. Berube stated: We have agreed it is PTO.

Mr. Koncar stated: Under the GASB accounting requirement if you do have a leave policy where you carryover, you have to fund it so it would have to be funded from year-to-year.

Supv. Kassel stated: We typically budget that line item over what we need.

Supv. Walls stated: He is saying you have to fund your future liabilities.

Supv. Kassel stated: You are talking about for the accruals.

Supv. Berube stated: It is one more line item that you have to carry that adds to the balance sheet.

Supv. Farnsworth stated: The smoking policy is not acceptable.

Supv. Kassel stated: The policy is not clear. What about during lunch, breaks, is it prohibited on CDD property? More specificity would be helpful.

Mr. van der Snel responded: The way it is now CDD staff is not allowed to smoke or chew tobacco or vape when they are interacting with residents. Any where there is interaction with a resident.

Supv. Kassel stated: Maybe it should say no smoking or vaping on CDD property during work hours.

Supv. Berube stated: Britten is the only smoker right now and I have seen you smoking at different times but never when you are interacting with someone. The policy as you understand it, as he explained it to you, is it problematic to you being a smoker?

Britten responded: No, as long as I am not interacting. My view on that is if I am near kids or around the school area, you should not be smoking, period.

Supv. Farnsworth stated: That is what the wording is here that is basically a modified version of the STS policy. That is what it should be rather than the blanket prohibition. I had to look up the word vaping, I did not know what it was.

Supv. Walls stated: Smoking is not permissible in areas where employees may be interacting with residents or something along that line.

Supv. Kassel asked: Is it acceptable to prohibit smoking or vaping on CDD property during work hours except for breaks or lunch?

Supv. Farnsworth responded: That says if he is walking from one spot to another and there is nobody around he cannot have a cigarette. As a smoker I am going to tell you what you can do with that.

Supv. Berube stated: Employers have the ability to not hire smokers and prohibit smoking on their campus entirely. Even with the way it is written it is completely acceptable in today's world. If you want to loosen it up a bit to include where there is potential interaction with residents, I will go along with that but I do not have a problem with it. The problem is, and again we go back to past employees, there was one who always had a cigarette hanging out his mouth, with no shirt and wearing camo pants.

Supv. Kassel asked: Is it acceptable to say smoking or vaping is not allowed on CDD property during work hours except for lunch or breaks?

Supv. Walls asked: Does that include parks?

Supv. Kassel responded: Yes, if you are on the job on CDD property.

Supv. Bokunic stated: You cannot expect someone who is a smoker to go eight hours without a cigarette.

Supv. Kassel stated: That is why I am saying unless you are on break or lunch.

Supv. Walls stated: Word it so long as you are not in the vicinity of District residents.

Supv. Berube stated: Not allowed during any interaction with residents.

Supv. Walls asked: Do we need to talk about the hiring process? Who does interviews? Is there an application to be filled out? If there is an application should it be an exhibit? Who makes the job and salary offers?

Supv. Farnsworth responded: I do not think that belongs in here.

Supv. Berube stated: The application comes from FRM. The drug enforcement policy FRM shies away from that but there policy is if there is an accident or anything like that you go for drug testing.

Supv. Bokunic stated: Insurance is probably driving that.

Supv. Walls stated: They are just questions I had. In terms of taking leave is there a standard form or when you want to request vacation.

Mr. van der Snel stated: Vacation is first come first served.

Supv. Bokunic asked: How do you document that?

Mr. van der Snel responded: It is on the calendar that is visible for everybody.

Supv. Walls asked: If I want to request vacation is there a formal form for that?

Mr. van der Snel responded: No.

Supv. Walls stated: It is how do you say this guy came first; I am just trying to head off issues. I think there needs to be a lead request form.

Supv. Kassel stated: It is not a bad idea so it is all clear and documented as to who requested what, when.

Supv. Walls stated: Then there is no question of he came and asked first. There needs to be a formal form for that.

Supv. Berube stated: The application is from FRM or is it a standard application?

Mr. van der Snel stated: It is a standard application.

Supv. Kassel stated: Before we go there, this is an Employee Policy not a hiring policy. Does it really belong here?

Supv. Walls responded: No, probably not. One other thing is Performance Review is mentioned several times but there is no section that says how it will be done, when it will be conducted and what

parameters are going to be used. I think we need to have something on that. Cell phone use was one of the sections and it said no personal cell phone use and that just does not work these days.

Supv. Farnsworth stated: One of the questions I had was the private use of CDD phone - does this mean it is absolutely mandatory that they carry a CDD phone and a personal phone.

Supv. Kassel stated: Only if they want to carry a personal phone.

Supv. Walls stated: The paragraph needs work because it is just not realistic. I do everything on my phone, work and personal, it is just not realistic.

Supv. Berube stated: Again, it came from a situation.

Supv. Walls stated: I get it but this is what the supervisor is there for. If the guy is not doing his job because he is on his phone all the time he is going to know.

Supv. Farnsworth stated: If it is abused.

Supv. Walls stated: If he is checking did his wife text him. If I look at it I am violating this policy.

Mr. Qualls stated: We can strike personal phones can only be used for emergencies.

Supv. Farnsworth stated: In the writing you switch back and forth between using the word employee and employees and they start using you. Don't do that - use employees.

Supv. Walls stated: Employee discipline procedures - you mentioned FRM has those. I think they need to be included in here.

Supv. Kassel stated: As an addendum.

Supv. Walls stated: That way everybody is clear what the process is. We have already discussed the open door policy, the exit interview. I think the policy needs to touch on vehicle and equipment usage for the District. Can they be used for personal and stuff like that. We are a government with elected officials so there probably should be a prohibition of employees campaigning for anyone of us or anybody else while they are on the job.

Supv. Farnsworth stated: There is some prohibition.

Supv. Walls stated: It does not necessarily say what I just said in terms of campaigning. There should be a specific prohibition on that. The personal appearance says you can only wear jeans, what about shorts?

Supv. Berube responded: They can wear shorts.

Supv. Walls stated: It does not say that so it needs to be fixed. They should be allowed to wear hats and it should be included. There are two sections that address ADA.

Mr. Qualls stated: We noticed that.

Supv. Kassel stated: There are also two sections on Equal Rights.

Supv. Farnsworth asked: Did you catch the link change I suggested and why? The link does not send you to the document you are referencing and I am suggesting that it links to the place you want.

Mr. Qualls stated: I did not know we did that.

Supv. Berube stated: We are done with the employee manual.

Mr. Qualls stated: Thanks that was a good review.

## **FOURTH ORDER OF BUSINESS**

## **Other District Business Considerations**

### **A. Lakeshore Land Use Critique**

Mr. Nick Schuman, SunTerra Communities, asked: Did you see anything before now?

Supv. Berube responded: No, there should have been some distribution.

Mr. Koncar stated: I did not get it until late.

Supv. Berube stated: This should roughly mirror what we had at last month's meeting.

Supv. Kassel stated: I did not get a chance to see it.

Mr. Koncar stated: We got it late but I did make some copies.

Mr. Schuman stated: I do not know if you are aware but the previous developer, Starwood left out a couple of things that did not get cleaned up prior to selling to us and is what we are here for to try to clean up a few parcels that at the end of the day should belong to the CDD. If you look at the map we can run through it. Along 192 there is a small rectangular piece that is just grass and currently maintained by the CDD. It is a remnant piece that was never deeded to the CDD and we would like to do so. In addition there are three other pieces labeled A, B and C which are currently wetlands adjacent to the golf course and reserved under conservation easements. There are no development rights to them or maintenance obligations. We believe you to be the rightful owner as you own the rest of the wetlands on this property; you just do not own all of them. We would like to dedicate those to you as well. Parcel E is where your garden, HOA storage area, and Servello's compound. What we would envision doing is giving you a permanent ingress/egress easement to your facility, carve out a piece for us and give you the back piece as well.

Supv. Berube asked: When you say carve out?

Mr. Schuman responded: We would keep the front where the golf maintenance facility is and if you can envision the fence line behind is where we would look at giving that land from there forward to the CDD.

Supv. Kassel stated: There is a pond there.



Mr. Schuman stated: Not the pond. It would just be the garden, RV storage lot.

Supv. Kassel asked: Where is the roadway? The roadway runs between the back of the maintenance facility and the garden.

Mr. Schuman responded: It would be part of that parcel. I can show it to you on an aerial as well to make it easier to see. The one that probably requires more discussion is what we call the land swap that we would like to do at the lake.

Supv. Farnsworth stated: What I have up shows it in general.

Mr. Schuman stated: We could develop as it sits currently without doing the land swap but we believe it is in our common interest to do the land swap in both our benefit. For our benefit it makes it a little more plan able to bring the road in off of Oakland Trail and line it up with the other road. The benefit for you I am not sure you are aware of. Right now there is an agreement between you and Birchwood that gives Birchwood the unilateral right to remove your lake access on this parcel. It can be cancelled as of July of this coming year for whatever reason. We do not think that is right and want to give you a permanent access not only to the lake but to your docks and everything that is out there. We envision this not only as a land swap but guaranteeing your future permanent access and to eventually do away with that agreement that dates back to 2003. If you look at our diagrams we are giving you roughly 1.5 acres and we would like about .72 acres, roughly a two-for-one trade. I also show a plan to give you a single loaded parking lot with 16 spaces.

Supv. Walls stated: I do not like the houses up against the lake.

Mr. Schuman stated: It is currently zoned commercial and we want to reduce the intensity level.

Supv. Berube asked: From commercial to residential.

Supv. Walls stated: Personally, I would advocate the County not do that. Having houses this close to the lake which we do not have anywhere else.

Supv. Berube stated: If you move to the east you do when you get into The Estates.

Supv. Kassel stated: They are not that close to the lake, they are near the wetlands but they are not right off the lake.

Mr. Schuman stated: There is a pretty significant wetlands buffer.

Supv. Walls stated: If you look at this it is the access to the lake and you will have a house right here. Right now you are walking down in a green open area and now this persons house will be right there.

Supv. Berube asked: Will the trail to the lake as it exists be moved as part of your construction?

Mr. Schuman responded: We would be willing to reroute the trail, put in a parking lot and a couple of picnic tables to make it habitable for you.

Supv. Berube stated: On the subject to the lake I think that you know we have a damaged boathouse that we have been unable to get repaired because of various permitting issues as the first step. Mr. Boyd has gone at it with water management districts, Army Corps of Engineers, and I think we are pretty much at a roadblock.

Mr. Boyd stated: The last time I talked to BioTech it was waiting for the Army Corps of Engineers issue to be worked out.

Supv. Walls asked: Who needs to work that out?

Supv. Berube responded: The developer. It is ongoing. Starwood knew they were getting out so they did not want to get involved anymore than they had to. Now we have new developer who probably has the horsepower to get this done. We really need to do something the boathouse, first with the permitting and then with the repairs. The easiest thing for this Board to do is say no, no, no to everything but I am not sure that is the right move to make.

Supv. Walls stated: My issue with the proposal is you are changing the whole nature of what the park looks like there. I understand that we do not own this land. Forget about the park - the entirety of that area which on the west side is all park. You have a playground and people are currently parking here so the perception is it is all part of the park to most residents. You are changing the whole character of the area by putting houses on top of all of that.

Supv. Bokunic stated: It is a lot of houses in a small area.

Supv. Kassel asked: What are the lot sizes and frontages?

Mr. Schuman responded: They are 50 foot lots.

Supv. Kassel asked: What kind of homes are you proposing?

Mr. Schuman responded: Single-family.

Supv. Kassel asked: Can you give me an example of what product is here already that would be comparable?

Mr. Schuman responded: I do not think we are at that point yet.

Supv. Berube stated: The last neighborhoods that have gone in have been 52 feet lots.

Mr. Schuman stated: I think they have all been 50 feet.

Supv. Kassel stated: Here is conundrum - the developer owns this property and could put a commercial facility on this property and we cannot do anything about it. Now they are coming to us to say we want to put houses there. I completely agree with from a personal, aesthetic and neighborhood

ethic perspective, this goes against what we have been doing. At the same time they own this property and have the right to do something with it. They are coming to us and saying we would like to transition this from commercial to residential and here is what we would like to do. Maybe we work with them to try to make it so it is amenable to us and still somewhat amenable to them. Maybe it is every single lot that they have proposed here, maybe there are a couple of lots they do not build and maybe stretch some of the other lots, I do not know if that is feasible. What I am trying to say is we cannot just say no, they own the property. We have to work with them in some way; it is just how are we going to work with them in a way that works for us and them.

Supv. Berube stated: To Supervisor Walls point, I kind of agree with you that it changes the complexion here that we have a park over here. Mr. Schuman offered to build some sort of parking facility with picnic tables.

Supv. Kassel asked: Are you talking about the .72 acres?

Mr. Schuman responded: On this piece here.

Supv. Berube stated: What is now theirs and would become ours.

Mr. Schuman stated: You are going to lose the parking here so I am offering to replace it.

Supv. Berube asked: How about some sort of agreement, plan or future drawing to make sure the new parking area does not look like a new parking area; make it more aesthetically pleasing.

Supv. Walls stated: This assumes the change gets made from commercial to residential. Think about Long Pond where we put the sidewalk and we have the houses. Now you have the sidewalks and you are looking in the backs of peoples houses. When you go down to the lake you will look at the back of these peoples houses right by the lake under this plan.

Mr. Schuman stated: Keep in mind we can terminate your access all together.

Supv. Walls stated: That is fine if you want to play that.

Mr. Schuman stated: I do not want to play that.

Supv. Walls stated: We can talk to our County Commissioners and do lots of stuff if you want to threaten and play that game.

Mr. Schuman stated: We are not threatening, I am pointing out the facts.

Supv. Kassel asked: What if we were to request that lots five and six be deleted and left you with the rest of them?

Supv. Berube responded: What we do not know is how the houses on five and six are going to be situated.

Supv. Kassel stated: That is not the point about the situation; the point is that those lots are not going to be pushing into the lake access as severely.

Supv. Berube stated: The scale is 1-inch to 100 feet. If you look at this between five and there is about 25 feet on the scale from the edge of five's lot to where our land would begin.

Mr. Schuman stated I would be willing to do that; it is a fair consideration.

Supv. Kassel stated: If you were to remove lots five and six from the 15 lot proposal.

Supv. Berube asked: How about if they did that and put in some sort of buffer wall, a wall of trees to shield the neighborhood so it is not just open. I have to believe you would probably do that anyway.

Mr. Schuman responded: That was the theory of the one-sided parking, to face away from the houses because right now it is a double.

Supv. Kassel stated: It also means the cul-de-sac would be moved.

Mr. Schuman stated: It would still have to be there but we can shrink it.

Supv. Berube stated: In some neighborhoods people put up brick walls, fences, and the prior developer loved the big white fence that is out front surrounding his neighborhood. I would suggest some sort of planting wall to close it and set it off so it does not look like you jammed a bunch of houses in the middle of a big open field. Maybe Evergreen trees of some sort; it will be a buffer wall and will add sound deadening and people using the parking lot will not have direct visual into people's backyards.

Supv. Kassel stated: You are saying put a landscaping buffer in between what would be lots four and seven and the lake access.

Mr. Jermain stated: Probably that buffer is more important to us for the residential houses than it is to you.

Supv. Kassel stated: I have a question about timing because we have people here for our meeting. Can we adjourn this meeting and table this discussion to the regular meeting?

Supv. Berube asked: Do you want to do that or come back to the next meeting in three weeks?

Mr. Jermain responded: we can stay.

Supv. Walls asked: Is the intent to come to a resolution tonight?

Supv. Kassel responded: It is to discuss it enough that we can feel comfortable with what the next steps are. I do not think we are there yet.

## **B. Developer Plans Impact**

This item tabled.

**FIFTH ORDER OF BUSINESS**

**Supervisors' Comments**

There being none, the next item followed.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Supv. Kassel, seconded by Supv. Bokunic, with all in favor, the workshop was adjourned.
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{District Manager}  
Secretary

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Steven Berube  
Chairman

**3B.**

## **MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, November 30, 2017, at 6:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
Ray Walls	Vice Chairman
Kerul Kassel	Assistant Secretary
William Bokunic	Assistant Secretary
David Farnsworth	Assistant Secretary

Also present were:

Bob Koncar	District Manager: Severn Trent Services
Tim Qualls	Attorney: Young & Qualls, P.A.
Steve Boyd	District Engineer
Gerhard van der Snel	Field Manager
Scott Feliciano	Servello & Sons Landscaping
Residents and Members of the Public	

### **FIRST ORDER OF BUSINESS**

### **Roll Call**

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

Supv. Berube called the roll and stated a quorum is present for the meeting.

### **SECOND ORDER OF BUSINESS**

### **Audience Comments**

*The record will reflect Supervisor Bokunic has joined the meeting.*

Supv. Berube stated: Mr. Tyler Hornak is an Eagle Scout and brought to the Board several months ago a project called a Little Free Library. The idea is the Little Free Library is stocked with books that people can take out read, return and add to. I think it is a nationwide project. As part of his Eagle Scout project Mr. Hornak offered and asked for permission to place one on Harmony CDD property. He is here tonight to discuss his project and this is the artist rendering of what he is going to build.

Mr. Tyler Hornak stated: Since the last time I was here I talked with Supervisor Kassel and we have discussed design features and location. We talked about using four posts as opposed to one and having an extension over the roof to cover the door. One of the big things we talked about was

location. We talked about the lot across from Harmony Middle School and that is where I placed the image. We like this area because it is close to the school and the kids will be able to access it easily and have good lighting at night. I am here to see if you want to move at this stage of the design and location for the Little Free Library.

Supv. Walls stated: I want to say awesome work. I wish we got designs and plans that looked like this for everything we do. It makes it very easy; you can see what is going on and how big it is. I, for one, am going to support it because you did an excellent job. Supervisor Kassel I appreciate your help in getting it worked out.

Supv. Kassel stated: That park is just a blank space now and this would be an asset to the community. In his proposal he was talking about fundraising for a couple of Adirondack chairs. I think it would be a nice addition to the community to have the park used for something.

Supv. Berube stated: I like the Adirondack chair idea but I do not know if we have had any of those. I was thinking one of the benches we typically use in other areas.

Supv. Kassel stated: They are a lot more expensive than two Adirondack chairs. If the Scouts are fundraising that is \$1,200 as opposed to \$400.

Supv. Berube stated: I was thinking as a CDD improvement to the area. It is something to consider. You can raise your funds but maybe before we decide to put in the Adirondack chairs we put in a bench or two. I have not seen the scale but I do not think it would look bad.

Supv. Kassel stated: There is plenty of room.

Supv. Berube stated: You have two sidewalks there so it would be a matter of pouring a pad and bolting the bench down; we have done that before at minimal cost. The big problem is the cost of the bench but I think it would fit better than a couple of chairs. I am all for moving forward with this and if you want to raise your funds for the Adirondack chairs go ahead but once this is up maybe we will have another discussion as to whether we want to float the funds to put in a couple of benches.

Supv. Kassel stated: We could add to your funds improving it to benches which are consistent with what we have in the community and probably more durable than the Adirondack chairs.

Supv. Berube stated: We will probably add a trash can at the same time because wherever people gather you have trash.

Supv. Kassel stated: But no doggy pots.

Supv. Berube asked: Are we all in agreement to have him move forward?

The consensus of the Board is yes.



Mr. Hornak stated: The next step for me is to get approval from the Eagle Scout Board. I am looking to install in the January timeframe.

Supv. Berube stated: Thank you for handling that Supervisor Kassel. It is really good looking and a nice job.

A resident asked: Who is responsible for cutting trees back so we can see stop signs?

Supv. Berube responded: The CDD is and there is a proposal in the agenda package tonight for a massive tree trimming throughout the entire property; likely to happen something this winter.

Supv. Kassel asked: Is the County required to trim trees back so they do not block the ability to see signs clearly?

Mr. Boyd responded: I am not aware of a County requirement to do it. If it is clearly a County right-of-way I would expect it to fall in what they need to do. It is a bit complicated here because the landscape tract is a CDD tract and the County right-of-way stops at the back of the curb.

Supv. Walls asked: Would that not fall under the ten foot requirement that is part of the standard contract?

Supv. Berube responded: Yes, in the main areas. The inner areas are problematic and that is what the proposal is for - to trim all of the inner and outer areas and that would clearly get them back from stop signs and streetlights.

Supv. Walls stated: So it depends on where you are asking and whether it is a standard service or something we have to do extra.

Mr. Boyd stated: I would be hesitant to encourage you to lean on the County to do it because you might not be happy with what the County does.

Supv. Berube stated: The proposal is for them to do the inner streets and at the same time go around all the outer streets to do a heavy trimming on them under the contract. The end result is, if we approve it, every tree in the service area will get trimmed. We will make sure they get trimmed back at all the stop signs and streetlights. The answer is we are getting really close to taking care of it.

A resident stated: A couple of meetings ago my husband had brought up the corner at the back of our lot where the garbage truck takes out the corner. Was the engineer or anybody able to go check it out?

Supv. Berube responded: Are you in Neighborhood G?

The resident responded: flower.

Mr. Boyd stated: I still need to do that; I have not done that yet.

Supv. Berube stated: There is another proposal coming up tonight for alley paving. In the alleys in Ashley Park there has been a similar problem and we are contemplating having the repave include putting up bollards at the corners where the garbage trucks cut and damage the property. In response to your question what I thought we would do is put in the bollards and take some pictures of them. They will be a steel pole painted bright yellow with a nice cap on them set in concrete. It will probably be two per corner. My thought was you could look at them and make the decision of whether you want them installed on your property.

The resident stated: We have approval for a fence. We are going to angle the fence at the corner so they do not take it out but something needs to be done. You said Ashley Park?

Supv. Berube responded: They are going to be in Ashley Park where the townhomes and condos are. There will be four of them, so you could see what they look like and make a decision. It is a minimal amount of money to stop the problem. We get into the issue of is there room there, is there an easement, is it your property, is it CDD property.

The resident stated: That is why I was wondering if anybody was able to come out.

Supv. Berube stated: We have not gotten that far yet.

Mr. Boyd stated: We looked at this same area a few years ago and the radius there is sufficient but what happens is they are taking as much room as they want to make the turn. I think the bollards are probably the right solution.

Supv. Berube stated: The bollards are a possibility and if we approve it that will take place over the next six weeks or so.

The resident asked: If we can up with something else can I propose it?

Supv. Berube responded: Yes. I can tell you we have been down this road multiple times. People have tried small stakes with rope, concrete blocks, reflectors and nothing works other than real steel.

The resident asked: Do they have to be painted yellow?

Supv. Berube responded: You want them to see them. It is not just the garbage trucks; there are other folks who drive around. The generally accepted standard for roadside obstructions is generally yellow. That is what we are thinking about doing and part of it has not happened yet. The other part is we have something in the plan.

A resident stated: Just a question in regard to the Eagle Scout project. I know you mentioned you would like to have a bench there. I am one of the leaders of the Girl Scout Troop here and the

girls had brought up wanting to do a friendship bench somewhere in Harmony. Would the CDD cover the concrete pour part if the Girl Scouts covered the bench cost? I wanted to ask before I brought it to the Troop.

Supv. Kassel stated: If we are going to pay for one ourselves why wouldn't we.

Supv. Berube stated: There are benches that we use and we would like to stay uniform. There is a proposal here tonight for benches and trash cans. The bench we use is a recycled plastic product with wrought iron arms. They are fairly expensive. How much were you contemplating paying for a bench?

The resident responded: We were hoping it was something the girls could write friendship bench on or have a plaque stating it was donated by the Troop.

Supv. Berube stated: The bench price, depending on the size, range from \$462 to \$755.

The resident stated: The cheaper one.

Supv. Berube stated: That would be a 48-inch wide bench. If you have seen the benches around the walkways and in the parks, that is the style of bench. I would say if the Troop wanted to donate that the Board would not have a problem.

Supv. Kassel stated: You can have it emblazoned unless you wanted the girls to do something. I am not sure how durable it would be.

Supv. Berube stated: I think in general the Board would be okay with providing the concrete base for it. It would be a nice tie-in to the Boy Scout project. What is your timeframe?

The resident responded: I do not know; I will have to talk to my co-leader to let her know the price range. We will go from there to see how we can plan a fundraiser for it.

Supv. Berube stated: We are back here on the 17<sup>th</sup> and we will take it from there.

A resident stated: I just moved from Pennsylvania so I am new at this. What does the CDD cover in the South Lakes area? Where is your jurisdiction?

Supv. Berube responded: In your area the CDD manages the landscaping in the public areas of the lakes. It is largely, the areas surrounding the ponds and coming up the bank ten feet or so. There is usually a ring of trees around the top of the pond and lakes. There is some minor grass cutting in there.

Mr. van der Snel stated: Behind the mailboxes and two other areas that we mow that gives us access to the ponds. If you see a sidewalk that has nothing behind it, that is CDD.

Supv. Berube stated: along east Five Oaks Drive the berms are all CDD maintained to include the sidewalks as well. It is not physically in the neighborhood but fronting it.

### **THIRD ORDER OF BUSINESS**

### **Approval of the Minutes**

#### **A. October 26, 2017 Regular Meeting**

Supv. Berube asked: Comments, concerns, or questions?

Supv. Kassel responded: I sent about 15 or so corrections to the CDD Manager's office. I assume they will be integrated.

A MOTION was made by Supv. Kassel to approve the minutes of the October 26, 2017 meeting as amended.

Supv. Berube stated: I want to make sure Mr. Koncar is aware of that. There seems to be many things that go on at Severn Trent lately that Mr. Koncar may not catch.

Supv. Kassel stated: If you want to take a quick look; there is nothing major.

Mr. Koncar stated: If I can keep this I will just make it part of the record.

Supv. Kassel stated: You can keep the first page.

Supv. Berube asked: Did you send it to Mr. Koncar or somebody else?

Supv. Kassel responded: I sent it to Ms. Mona Slaughter.

Mr. Koncar stated: If she has it we will pick it up from there. If you will, make the motion to approve as amended.

Supv. Bokunic seconded the motion.

Mr. Qualls stated: At the top of the page on page six it states Mr. Qualls stated I do not think administratively it is a problem. I believe that may have been Mr. Walter. I do not know anything about the administration of the website.

On VOICE vote, with all in favor, the minutes of the October 26, 2017 meeting were approved as amended.

Ms. Kassel asked: Before the Landscape Report shouldn't we have the Developer go?

Mr. Farnsworth responded: Re-order.

Mr. Berube stated: We are going bring number five up to number four.

## **FIFTH ORDER OF BUSINESS**

### **Developer's Report**

Supv. Berube stated: For those in the audience who do not know the gentleman standing he is Mr. Nick Schuman and the gentleman in the green shirt in the front row is Mr. Dick Jermain with SunTerra Communities as well, also the new developer of Harmony. They are the face of the developer here. There are many changes going on and from what I have seen most for the better despite some thinking not everything is good. They inherited quite the project and are trying to move forward and make things nice. We had an earlier discussion with these folks and this is kind of a continuation of that. We are going to take up some of their normally allotted time to try to finish that discussion.

Mr. Schuman stated: I think we should consider this in two different points. One from a dedication standpoint, if the Board is okay with what we suggested for all the different tracts - A, B, C, the remnant and E.

Supv. Berube asked: For the dedication you are going to take care of all the paperwork and legals?

Mr. Schuman responded: Yes. We have the sketches, legals and everything for your approval.

Supv. Berube stated: Everything goes to District Counsel for review.

Supv. Walls stated: I do not think I have any issues with that but the one issue we have to work out if we own the land where the RV lot is at is HOA currently.

Supv. Berube stated: My initial contemplation is we will become a landlord as the developer is now and the HROA is managing it.

Supv. Walls stated: We will have to have a new agreement with the HROA.

Supv. Berube stated: The HROA is also managing the garden so we will need an agreement with that. We will have to revise our agreement with Servello and we will decide the financials of us being the landlord with the two parcels that have a money exchange.

Supv. Walls stated: It may be nothing but I am just saying we will have to redo all of those agreements.

Supv. Berube stated: For now the management of it will stay with the HROA and the ground ownership will change. Nothing has to be fixed right now with that.

Supv. Walls stated: We are already maintaining the remnant piece.

Mr. Schuman stated: Yes. I am not sure why it was never included.

Supv. Walls stated: We do not have to change anything else with the other tracts in terms of maintenance.

Mr. Schuman stated: There are no future maintenance obligations on any of these parcels beyond what you are already doing.

Supv. Kassel stated: I have some general questions associated with this. Some of the parcels are conservation acreage.

Mr. Schuman stated: Correct.

Supv. Kassel stated: Originally the idea that was marketed to us by the developer was for 6,600 acres of Harmony to be in conservation status. Before they left Starwood Land Management was talking about creating a Facilities Association to own and manage those properties - the 6,600 acres of conservation lands. I understand you sold 4,200 odd acres of East Harmony to Farmland Reserve. All of the lands that were conservation within that 4,200 acres are now removed from the 6,600 acres. Now you are removing some of the conservation lands that are within our CDD boundaries and looking to deed them to us. I am curious, as a homeowner, what the plans are for the balance. Are there any other conservation lands still within our CDD boundaries? What are the plans for the other conservation areas still owned by the Harmony Florida Land? Can you talk about that for a moment?

Mr. Schuman responded: Generally speaking most of the land we sold is farm land and that is what they purposely bought it for and their current intention. Will it get developed someday? Yes. When? Who knows. The majority of the conservation land we still have. It is on the other side between Buck Lake and Cat Lake. All the conservation land is remaining conservation land in Harmony Main and we just want to transfer the ownership from us to you.

Supv. Kassel asked: What about outside of Harmony Main that is still owned by Harmony Florida Land?

Mr. Schuman responded: There are two other parcels left for development. One is a little southeast and called Harmony Central - it will have 300 to 400 units. Then we have Harmony West on the other side of the lake. In effect by selling off the 4,200 acres we gave up development rights to 3,500 plus units.

Mr. Jermain stated: We are looking at making a conservation bank of some sort of the remaining conservation.

Supv. Kassel stated: You would still own it. You would retain ownership permanently.

Mr. Jermain stated: Or a conservation bank that we create.

Mr. Schuman stated: That would be generally in this area which is not developable.

Mr. Jermain stated: That included some of the lands on the south side as well.

Supv. Kassel asked: What about the lakes?

Mr. Jermain responded: We do not want to own the lakes long term but we do not know quite how we want to do that. The CDD may end up with lakes for all we know.

Supv. Kassel stated: Because we buffer up against the lakes.

Mr. Jermain stated: Not just that; they need to be in a quasi-public or HOA or that type of entity.

Supv. Kassel stated: It would be nice if the CDD retained the conservation lands so they could manage within their District boundaries.

Supv. Berube stated: That is what we are doing here.

Supv. Kassel stated: That is what I am saying, but they would not be included in a bigger conservation bank.

Mr. Jermain stated: The conservation for areas that exists that the CDD already owns is not included in that bank.

Supv. Berube stated: In essence we are going to add a few acres to our already green conservation areas.

Mr. Schuman stated: It is about 40 acres.

Supv. Berube stated: That provides this District with control over those lands because they will be deeded to us and we decide what happens there. So effectively we are adding to the conservation bank.

Supv. Kassel stated: I understand.

Supv. Walls stated: There is no development.

Supv. Berube stated: We are just making sure it stays as conservation area.

Supv. Kassel stated: Immediately adjacent to this CDD are trails that are on developer property and have been on the website for years as part of the trail system for Harmony; for example Butterfly Trail, Billy's Trail, what is the status of those and who is going to maintain them because right now they are not really being maintained but they are a well used amenity owned by the developer. I am curious if you have thought about that and what your plans are, if you have any?

Mr. Jermain responded: We have not thought about that but we have no real intention to change anything.

Mr. Schuman stated: I do not think we have gotten there yet.

Mr. Jermain stated: We have been trying to take care of the stuff that needed to be cleaned up.

Supv. Kassel stated: What I would like to invite you to do is be in touch with me because I head the Nature and Animal Habitat Committee. It is a sub-committee of the HOA. The Nature and Animal Habitat Committee would be happy to get volunteers and has done some trail maintenance on those. I would like to talk to you about that.

Supv. Berube stated: I think we are all agreement to accept the deed of the five conservation areas. Everybody agree to that? Do we need a motion?

Mr. Qualls asked: Just for the record is there any additional maintenance that will need to be undertaken by the District?

Supv. Berube responded: It is wetlands.

Mr. Koncar asked: Are there any requirements in the wetlands dedication in the original plat that requires maintenance on the part of the owner of the property?

Mr. Jermain responded: That has all been met.

Mr. Koncar stated: It has been met but is there an ongoing requirement.

Supv. Kassel stated: In other words monitoring and management.

Mr. Jermain stated: The monitoring requirements have expired.

Mr. Qualls asked: Can we get that confirmed before.

Mr. Koncar stated: I would suggest whatever the Board decides tonight be subject to District Counsel signoff because there are some questions that need to get answered.

Mr. Schuman stated: You have to approve our legals for everything.

Mr. Koncar stated: Make it subject to signoff by your engineer and attorney.

Supv. Walls asked: Instead of voting why don't we give you approval to move forward with that and once all the documents are together at the next meeting or however long it takes, we will approve it.

Mr. Koncar stated: We just want to make sure there is nothing final tonight; documents need to be reviewed and everything to be in place.

Supv. Berube stated: That is step one.

Supv. Kassel stated: We are not making a motion yet because we are waiting for all the legal steps to go through and then when we have that we will move to approve it.



Supv. Berube stated: Step two is the second piece for moving forward with the land swap by Buck Lake subject to the concerns we placed.

Mr. Schuman stated: We will agree to delete those two lots, we will agree to pay the permitting cost to fix the lake and will be willing to compensate up to \$5,000 to repairs of the lake, to the docks or whatever needs to be done.

Supv. Bokunic stated: Permit access.

Mr. Schuman stated: Yes.

Supv. Berube stated: To be clear and I think you may have missed that. We have been waiting to get the ramp in front of the kayaks and canoes and they are going to throw \$5,000 towards repairing that deck.

Supv. Kassel stated: In addition to the permitting.

Supv. Berube stated: That is hard to say no to I think.

Supv. Kassel asked: Any objections?

Supv. Wall responded: I am going to say no, no matter what. I do not like the plan of putting houses right by the lake.

Supv. Berube asked: Supervisor Farnsworth are you okay with it?

Supv. Farnsworth responded: I am fine.

Supv. Berube asked: Supervisor Bokunic are you okay?

Supv. Bokunic responded: Yes.

Supv. Berube asked: Supervisor Kassel?

Supv. Kassel responded: Yes.

Supv. Berube stated: You have four with one objection. You have a lot of work to do and some concepts to draw up. If you can draw sketches as nice as the Eagle Scout.

Supv. Kassel asked: If you are deleting those two lots where will this line be?

Mr. Schuman responded: It is going to move but until I have the radius redone in the cul-de-sac I cannot tell you exactly. We will approve that collectively before we do anything.

Supv. Berube stated: When you have the engineering done and the concept drawings submit it to Mr. Koncar and he can float them to us. Next month's meeting is the 21<sup>st</sup> so the package will probably close around the 10<sup>th</sup>.

Mr. Koncar stated: we need whatever the item is going to be on the agenda plus the backup to post it.

Mr. Boyd stated: In reality what is being proposed here the developer is being a good neighbor to come and tell you the developer's plans with the developer property but there is no additional duties or responsibilities for the Board unless I am missing something. We are calling this a land swap?

Supv. Walls stated: We own the land.

Supv. Berube stated: We are going to gain 1.5 acres, give or take, for 0.72 acres. On an acreage swap it is 2 for 1. We gain permanent access to the lake.

Mr. Boyd stated: What you are doing now is saying you are comfortable moving forward with the concept, you want to see some additional details, see it writing, bringing it back at the next meeting.

Supv. Berube stated: We are not approving anything other than telling them to move forward based on the two sets of conversations we have had this afternoon to see how it is going to look.

Supv. Bokunic asked: Is there something sticking out?

Mr. Boyd responded: Everyone keeps saying land swap and I am thinking it is their property and they want to put houses on it, that is a zoning issue for the County. Now I get it - the parcel is being swapped.

Supv. Berube stated: I think you generally have your orders to move ahead.

Mr. Schuman stated: We had two other items on the agenda - Parcel J and the lighting contract for Parcel J.

Mr. ( ) stated: It is a replat.

Mr. Schuman stated: The boundary was already platted and this is a replat for the lots.

Supv. Kassel asked: East Lake?

Mr. Schuman responded: Yes.

Supv. Berube stated: District Counsel and District Manager before when I have heard plat it brings a true-up. Where do we stand with that? I do not want to get into the hassle over true-up again.

Mr. Qualls responded: I reviewed our last discussion and what triggers the true-up is the initial plat. A true-up payment will not be triggered by a replat. However, if the maximum unit threshold is exceeded there is an additional mechanism.

Supv. Berube asked: When do we know?

Mr. Qualls asked: Has the replat been submitted to the County?

Mr. Jermain responded: Yes.

Mr. Qualls asked: Has the County approved it?

Mr. Jermain responded: There might be a couple of small comments.

Mr. Qualls stated: At that point then it needs to go to Severn Trent.

Mr. Koncar stated: It has not been approved.

Mr. Jermain stated: It has not been approved yet.

Mr. Koncar stated: Once it is approved it comes to us and look at it based on the methodology. Then we can determine if there is going to be a true-up required. It has to be approved first.

Mr. Schuman stated: We can table both until the next meeting.

Supv. Berube stated: Yes, because the second piece is the lighting agreement. If you want to move it to the next meeting that is fine but what is the next step? Final County approval?

Supv. Kassel asked: In reference to Parcel J?

Supv. Berube responded: Yes. When does that piece of paper go to Severn Trent for them to do the debt analysis?

Mr. Koncar responded: Once the County approves it. It is not considered a viable plat until it is approved.

Mr. Schuman stated: You need a recorded plat.

Mr. Qualls stated: It is not the debt per acre; it is the unit threshold that would possibly trigger a payment.

Supv. Berube stated: I am not trying to slow things down I just do not want to get into another one of those meetings.

Mr. Schuman stated: I get it.

Supv. Berube stated: Be very careful with these plats. Every time I hear the word plat, it is oh no.

Supv. Kassel stated: For the lot caddy corner from the school in the Green neighborhood, the large lot that the developer had previously been showing on the maps they were giving to potential buyers showing there was going to be a swimming pool there. What thoughts have you had as to the disposition of that parcel?

Mr. Schuman responded: I have not specifically looked at that one yet. Do you know the parcel number or letter?

Supv. Berube responded: The big square block right across the street from the school. It is a big square block along Butterfly Drive.

Supv. Farnsworth stated: He has it flagged here.

Supv. Kassel asked: Are you sure that is it? Where is the school?

Supv. Farnsworth responded: The school is right here; that is it.

Supv. Berube stated: You do not have a development plan for it at this time.

Mr. Schuman stated: Not currently, no.

Supv. Berube stated: It is evident you are going to need some of that pile of dirt that is out on the back corner moved over there to make it useable.

Supv. Kassel asked: Do you have any plans to keep using marketing suggestions to name the neighborhoods or are you going to stick with the letters?

Mr. Schuman responded: We are up for suggestions.

Supv. Berube stated: If you are going to put names try to put something with the letter.

Mr. Schuman stated: We will try to keep it simple.

Supv. Berube stated: If you want to stay with the letters that is okay with us too.

## **FOURTH ORDER OF BUSINESS**

## **Subcontractors Reports**

### **A. Servello & Sons**

#### **i. Grounds Maintenance Reports**

Supv. Berube stated: Last month we had some discussion with Mr. Feliciano from Servello and voiced some of our concerns. Mr. Feliciano's words to me were that I would be happy by the meeting next month. We had a meeting in Mr. van der Snel's office with Mr. Feliciano last week. I am still not very happy. Tuesday morning I rode around on my bicycle and took pictures of a number of areas. [The 69 pictures were presented via a slideshow]. This is what the landscaping looks like in the normal service area that Servello is handling. There are branches hanging over sidewalks and they have been there for quite sometime because they are hurricane damage that has not been touched yet. One could argue that it may or may not be part of the contract for them to take care of these but there it is. I do not know whose fault it is but this is what Harmony looks like to neighbors ride around. For this one I am not looking at the grass that was just cut but rather the grassy things on the sidewalk that make it hard to walk through there clearly. There are no two pictures alike and all I did was ride around on my bicycle, take pictures and all of them are on the west side of Harmony. This picture is the park area on Buttonbush and those are not beneficial plants; they are weeds of some sort growing through. Under all the grass that is 12-to-15 inches tall is mulch. It is hard to tell it was mulched last year. This picture I took because they planted all of the annuals last week and basically left the weeds

around them. They trimmed the Mulhy grass and left the whiskers hanging on the ground; it looks like a hay field.

Mr. Berube stated: That is what the residents see; this is not a condemnation of Jason, I see him out working all the time. The fact is four guys plus one supervisor cannot maintain this property. I know you did some spraying in a lot of those areas, I see the dead weeds.

A Servello Representative stated: Right after you took those pictures we were there in the park and all the tree rings along the back soccer fields and whatnot they went through and all of that stuff is not there as of 11:00 a.m. or so on Wednesday. Unfortunately it was too late as you had taken the pictures but it has been addressed.

Supv. Berube stated: That is ten or so pictures in that particular area but there are 69 pictures. The point of the pictures is everywhere I looked it was easy to find problems. You cannot dispute a picture. I did not even talk about the sod. We had already talked about the sod and we had the discussion that there was a mess here when you took it. The weeds were a mess when you took it and they have never got caught up. There are weeds growing in various areas. I know we have a proposal that we tabled waiting for a time to get better sod and a more advantageous planting time coming ahead. What do you say?

A Servello Representative stated: The outskirts of the property I saw the pictures and the sucker growth. The school area is where we are starting on Monday morning. The whole outskirts of the property is going to be sprayed. The last few areas that have not been addressed are the very outskirts of the conservation areas.

Mr. Feliciano stated: When we spoke in the office I addressed the labor issue. I do not overall think it is a labor issue, I think it was a supervision issue. If you put 20 guys here if they are not being supervised and asked to do things the correct way things are not going to get accomplished. One of the things I took upon myself is to start creating a detailed schedule so we know what they are doing Monday, Tuesday, Wednesday, and Thursday, once they do it we will check it and send the report to Mr. van der Snel. Jason and I drove the property and probably 95% of what I put on the detail schedule was completed. Again, that tells me it was more of a supervisor issue and not giving enough direction to the crew and that has been corrected. I will gladly start taking pictures of every area we touch and bringing it to the Board. The low tree canopies are on the detail as well. The dead trees up top are not in the contract. We should have taken more of a proactive approach to say lets provide a

proposal for those areas, especially if they were deemed major hazards or liability issues for people walking by. Some of this can be addressed when you do your normal tree trimming.

Supv. Berube stated: In the areas the pictures were taken was virtually everywhere on the west side of the property starting in The Estates and ending at the traffic circle at Five Oaks at the school. I covered the entire western half and everywhere I looked I found that. All those areas are in your service area. I do not want to belabor this but we do not want to have these meetings every single month. We need you to be proactive rather than reactive. One of the branches is hanging over the sidewalk right in front of the school at the sign. Some are in walking areas where people are walking all the time. They have been browned now for over a month and it is not only the five or six that I am noticing in the pictures; there are easily 20 or 30 of them like that.

Supv. Kassel stated: You are talking below the ten foot that they are supposed to be maintained.

Supv. Berube stated: Probably higher than ten feet.

Supv. Walls stated: forget about those; they are outside of the contract. I think what we are saying is we need you guys to look at the details. I drive through the west entrance every single day; it has not improved and in fact I think it has gotten worse since you guys have taken over. As I drive down that road all the way from the entrance around the school I see weeds everywhere.

A Servello Representative stated: We have used gallons of Roundup just on Cat Briar.

Supv. Walls stated: I get it but what I am telling you is it is not working. What we need you to do is change what you are doing so it does work. When you drive through it looks like folks are doing the bare minimum - they are mowing the grass and that is about it; that is what it looks like to me when I drive through. You may be doing more but when I drive through it looks no good. We need you guys to step that up.

Mr. Feliciano stated: I understand the proactive approach. We have addressed that and in all phases take more of a proactive approach but again the majority of the issues you are stating on the west end of the property I agree with you. We drove those areas and that is why they are on our detail rotation for next week. Everything they got done was on the east end.

Supv. Walls stated: I understand. What I am saying is we never should have got to the point where they need to be addressed. These are not nitpicking things. These are flowerbeds full of weeds and stuff that if your guys are walking by them he should say that looks like crap and I should fix it. What I need you to do is really have your guys take a look at these areas to say would I want my yard to look like that. The answer is going to be no in a lot of these cases.

Supv. Berube stated: I do not ride my bicycle around taking pictures because I enjoy riding my bicycle around taking pictures and showing off my artwork on the screen. It should not get to this point. We started in August, September, October and at the end of November I do not see an improvement and in that time period we have seen the labor be cut by two guys. We keep saying we know from history that four people cannot manage this property. We know that and it is not being heard. Those pictures demonstrate that four people cannot handle the property; at least not yet. We have been on four people now for the better part of two months. It is certainly not going to get any better. A lot of this was in The Estates and those folks pay \$6,000 a year in CDD fees. They have immaculate houses and the area surrounding their houses that they have to look at every day is some of the worst in the whole development; it is not right.

Mr. Feliciano stated: I guarantee you if we drove The Estates and the part of The Estates that was on my detail rotation looks nothing like those pictures are representing there.

Supv. Walls stated: They should never look like those pictures.

Mr. Feliciano stated: I agree with that but a lot of the property when we came aboard should not have looked like that.

Supv. Walls stated: I am giving you credit for that but we are several months in and those areas may have been cleaned up and got back to where they were is what I am saying. It was not just that they were a carryover, this is stuff that should have been cleaned up - weeds in beds and things like that - and you are supposed to be spraying for those things but they persisted or got worse.

Supv. Berube stated: You told me last month I was going to be happy this month and I am not happy. I do not think any of the people on this Board are happy and I know many residents are not. You have told me a lot of the pictures here are fixed and I will take you at your word for that because I have not gone around since Tuesday morning. You are telling me by the next meeting we are going to see widespread improvement once again. The next meeting is December 21<sup>st</sup>, three weeks from now. I do not want to have this conversation again and to be blunt with you this Board does not want to go through switching landscape companies again. We need to work with you and make it work. It is too much of a pain in the neck to do the RFP's but we cannot let it go on. We need to fix something and I do not know what that means. If the contract is not lucrative enough man up and say we blew it, it is not enough money and we need to revisit this. I do not know what it is but I know we do not want to change [landscapers] but we need the place to look good.

Supv. Walls stated: We will change [landscapers] if we have to.

Supv. Berube stated: If we get shoved into a corner we are not going to have any choice. I told you before I do not like to have these meetings.

Mr. Feliciano stated: We do not either. We do not enjoy this and honestly this is one of the rare few meetings that I go to like this. We are here to build a partnership with you; it is not the contractor versus the Board by any means.

Supv. Berube stated: You have seen the picture evidence, you have heard the concerns and I am going to take you at your word again that you say it is going to be better by the next meeting.

Mr. Feliciano stated: Absolutely. Once we are completed with are detail log again, I will email it to Mr. van der Snel. We have no issues of riding the property before we get to the Board meeting to make sure everyone is on the same page.

Supv. Berube stated: It would be much nicer if the reports said evidence completed and we do not need to ride the property. We do not pay him to manage you and spend a lot of time managing the landscaper or any other contractor. We ran into that with Davey where he was spending most of his day managing Davey's work and he is spending a lot of time managing what you are doing, making sure it is all getting done and looking around and seeing other problems. That is not his job. His job is to supervise.

Mr. Feliciano stated: We do not want that either but again this is a partnership here.

Supv. Berube stated: You have heard the complaints; let's move on.

Supv. Kassel stated: I have a question about what was on the bottom of the report. The first sentence talks about a lot of wilting and check irrigation times. It says more hydration makes it ideal. I think you mean without hydration it makes it ideal. The way it is written you are saying you should irrigate it and by irrigating it you are making it more attractive to ants and cinch bugs.

Supv. Berube stated: Dryness brings ants and cinch bugs.

Supv. Kassel stated: I just want to be sure.

Supv. Berube stated: The last sentence is written wrong. It should be lack of hydration to the turf makes it ideal. The fact is I do not think we are running dry; we have been watching the water bills and they are about where they normally should be. As I rode around the other day I see dollar weed in many places which does not suggest it is dry but rather that it is wet. I can guarantee you he has not cut back on watering in any place. There was also a note on an email where somebody noted a dry area but the sod was dead prior to that concern. We got back and forth on water and that is not the



issue. We have bad areas of sod and we talked about this the other. We have measure to find out what we need, what kind and when we are going to do it; that is a separate proposal.

Supv. Bokunic asked: Who is responsible for the pest control? Is that your guys?

Mr. Feliciano responded: Yes.

Supv. Bokunic stated: In certain areas when you walk there are ant piles like crazy. I walk every night and they are not being addressed. I have given Mr. van der Snel some of the locations.

Mr. Feliciano stated: We are addressing them but what is happening is we treat the ant mounds and sometimes the ants are dead in the mound but if you do not rake it or knock it down the perception is it is still there.

Supv. Kassel stated: I had that experience in the dog park recently. I texted Mr. van der Snel and he said they just treated that. The ant mounds looked like they were very active but when we stepped on them there was almost no activity.

Supv. Bokunic stated: This coming Wednesday the Social Committee has a food truck event. Last month at the food truck event the fire ants clobbered the kids. It is in the area by the basketball courts and if we can get some extra attention between now and Wednesday for the ants.

Supv. Berube stated: He is talking about Lakeshore Park where you have the parking area, basketball court and splash pad.

## **ii. Consideration of Tabled Proposals**

Supv. Berube stated: There were a couple of proposals in the agenda package. We had seen prior proposals from Servello that covered multiple areas and we asked Mr. Feliciano to separate them out to make them more manageable and more specific to the needs.

The first one is for ten stumps in various areas but they all need to ground. Once they are done the holes will be filled temporarily so there is soil remediation around the stumps. There are five Live Oaks to be replaced, one Bald Cypress, one Sycamore and some tree strapping to support the new trees. The proposal is for \$5,730. This is all hurricane damage and not prior failed trees.

Supv. Walls stated: The proposal we received last month for \$25,000 is more than just hurricane trees.

Supv. Berube stated: That is why we separated it out to be able to track what-is-what and make it more palatable.

Supv. Farnsworth asked: Were these trees included in that \$25,000?

Supv. Berube responded: Yes, it was all mixed up.

Supv. Farnsworth stated: The one we have for \$25,000 needs to be modified.

Supv. Berube stated: We are not going to do anything with that one at this point. Separated it is easier to keep track of and we know what we are doing and where we are spending the money.

Mr. van der Snel stated: Most of those trees were on the inside corridor.

Supv. Kassel asked: Why are we not addressing them?

Supv. Berube responded: We have not done the inner ones yet for whatever reason; we just went with the hurricane damaged ones. I do not know exactly why we picked these.

Supv. Farnsworth stated: These are all cut down and need to be stumped out.

Mr. van der Snel stated: The other ones in \$25,000 still have stumps. They are on Sundrop, the Green neighborhood, all the inside corridor.

Supv. Farnsworth stated: These are outside corridor.

Supv. Kassel stated: I just want to know why we are ignoring the inside corridor trees and only doing these.

Supv. Farnsworth stated: Just trying to get one thing done at a time.

Supv. Walls asked: Is there a capacity issue? If the trees are dead it does not matter where they are at we need to replace it and fix it.

Supv. Farnsworth asked: Are you suggesting we reject this and wait until we get a revised proposal?

Supv. Walls responded: We have the whole proposal.

Supv. Bokunic stated: The question is why we are waiting and not doing it all.

Supv. Kassel asked: Why are we not doing it all now? Why are we doing the outside trees and not doing all of them?

Supv. Walls stated: I do not want to replace this guys tree and have this guy say why did I not have my tree replaced.

Supv. Farnsworth stated: In the \$25,000 there is more than just the stump trees. There are other things in there too so are you wanting to approve all of that?

Supv. Kassel responded: Other things are mostly hurricane related tree problems throughout the community. This proposal only does the ones on the outside and the rest includes the inside trees affected by the hurricane as well.

Mr. van der Snel stated: From a financial point of view - I am having a meeting December 7<sup>th</sup> with FEMA and that proposal/invoice will be a part of our claim.

Supv. Kassel stated: The \$5,000.

Mr. van der Snel stated: No, the \$25,000. Depending on what you approve. I cannot claim something that has not been fixed.

Supv. Kassel stated: We should go for the \$25,000 then we could put the claim in.

Mr. van der Snel stated: FEMA wants evidence of the damage for the claim.

Supv. Walls stated: It is great if FEMA can give you some money back but why would you not do all the trees that need to be fixed.

Supv. Kassel stated: I agree. From everything I have heard it is going to be more hassle than it is worth to try to get money back from FEMA. But if we have all these trees and they need to be replaced. Unless we do not have the money, which I do not believe is the case, why would we not be replacing those trees now.

Supv. Walls stated: Let's do it.

Supv. Berube stated: If that is what you want to do.

A MOTION was made by Supv. Walls to approve the Servello proposal.

The proposal was identified as #620197 dated October 10, 2017 in the amount of \$25,830.

Supv. Walls asked: Is the proposal still good?

Mr. Feliciano responded: Yes.

Supv. Bokunic stated: Not by its own terms.

Supv. Walls stated: It states 30 days but if you say it is still good.

A Servello Representative stated: We will honor it.

The MOTION was seconded by Supv. Kassel, and with all in favor, the Servello proposal #620197 dated October 10, 2017 in the amount of \$25,830 was approved.

Supv. Berube asked: Was that the only proposal?

Supv. Kassel responded: No, there is sod.

Mr. Feliciano stated: The sod we were going to address as a whole. We will look at the general service areas, the soccer fields, the park areas in Neighborhood G and we will look to see if soil amendment is needed.

Supv. Kassel asked: Are you withdrawing the proposal in our agenda package and resubmitting a new one for the next agenda package?

Mr. Feliciano responded: Yes.

Supv. Berube stated: We had a tree proposal.

Supv. Kassel stated: We just approved it.

Supv. Berube stated: It is for tree trimming.

Supv. Kassel stated: It is not on the agenda.

Mr. van der Snel stated: It was too late for the package.

Supv. Walls stated: For the future why don't we send it to all Board members before it is included in the agenda package.

Mr. van der Snel stated: I do have it. It is pretty much the same as last time we did the trimming with Davey.

Supv. Berube stated: What this contemplates is trimming all the inner trees on all the inner roads. Some of them are fairly new and small but they are still going to touch those to round them up.

Supv. Farnsworth asked: What kind of trimming are we talking about?

Supv. Berube responded: It is a Class 1 trimming.

A Servello Representative stated: Lifting the branches.

Supv. Farnsworth stated: This is a canopy lift.

A Servello Representative stated: We do not shape the top of the trees. It is lifting the trees, cleaning out dead branches, taking off cracked leader branches, and anything damaged from the hurricane. It will provide sunlight to turf areas.

Supv. Berube stated: At the same time they will do all of the perimeter roads. We have a request from a resident and we need to be sure that the trees in front of stop signs are cleared. OUC has requested several times that the trees around their light poles, especially the sun gauges. They need the head of the lights to be clean wherever there is a tree around them.

Supv. Kassel stated: It states trim trees located in areas throughout the community that are not under contract. I do not know what that means. There is no specificity to the number of trees.

Supv. Berube stated: The inner streets.

Mr. Feliciano asked: Did you have a contract where this was done?

Supv. Kassel responded: With Davey.

Supv. Farnsworth stated: A one time contract.

Mr. Feliciano stated: We could take that contract to have more specificity.

Supv. Berube stated: At the same time they are doing all the inner trees they are going to do all the trees in the contracted area. To include all the trees that have been ignored like at Lakeshore Park, everything in the service area and everything in the none.

Supv. Farnsworth asked: Where do we have non-service tree areas?

Supv. Berube responded: Every inside street. Five Oaks and Schoolhouse are the perimeter roads and their service area.

Supv. Farnsworth stated: For trees.

Supv. Berube stated: They cut the grass under the trees and trim them. They are going to do the lift and cleanup of all those on the perimeter roads in the contracted service area as well as all the interior roads that the private houses are on.

Supv. Farnsworth asked: Are those two separate contracts?

Supv. Berube responded: No; it is for the inner roads and the outer ring roads are done as part of the contract. We wanted to be sure everything is done at the same time so it all looks clean.

A Servello Representative stated: For the inner roads we are talking the sidewalks and curb areas.

Supv. Berube stated: We are not doing private property.

Supv. Kassel asked: Are you subbing this out?

Mr. Feliciano responded: No, we have our own arbor team.

Supv. Kassel stated: I wanted to be sure you are not taking men off the regular work.

A Servello Representative stated: Any additional services we have different departments for that.

Supv. Berube stated: Any plantings that we give to them, the tree trimming and any outside services are all done by other Servello people so not to rob the regular crew.

Mr. Feliciano stated: You would like us to put this in a contract not to exceed \$17,500 and bring it to the next meeting.

Supv. Berube stated: \$17,600.

A resident asked: When they do the tree cutting will they evaluate the trees? I have a couple by me and the sidewalk is now coming up; will they evaluate if they need to come down, replaced or what?

Supv. Berube responded: That is a good idea. As you go through will you be looking at every single tree and have somebody keep notes?

Mr. Feliciano responded absolutely.

Supv. Berube asked: What is your address sir.

The resident responded: 7029 Buttonwood Loop. In the park across the street there is one with a knot in it.

Supv. Berube stated: Girdling is what they call it. As the trees age it is becoming a problem in several areas. Trees are very nice but they are also very expensive and very difficult to maintain properly. As you go through keep a note of everything that needs attention.

A Servello Representative stated: We are not going to butcher the trees, we would rather have these guys involved to have it removed. We are also not going to do any lion tail, which means trimming 80% of the tree.

Supv. Berube stated: While we are talking about trees, not far from your house Supervisor Kassel, in the low lying area there was a Live Oak that is over now and cut off. If you will remember that tree always sat in the mud and for a while they had boards on it to hold it up. Do we want to eliminate that tree? Or think about putting something else back there to replace it?

Supv. Kassel asked: What species?

Supv. Berube responded: A Live Oak.

Supv. Kassel stated: We could replace it with a Cypress; it will do well in a wet spot but not a Live Oak.

Supv. Walls stated: There are two Live Oaks still there.

Supv. Berube stated: There is nothing there. It is near the bench.

Supv. Walls stated: I thought there were two other trees there.

Supv. Berube stated: There are but this was a standalone tree.

Supv. Walls stated: The two Live Oaks there are right in front of the sidewalk and that tree was out in the middle.

Supv. Berube stated: The problem is we are a treed community and the easiest route to take when a tree goes over is if we do not like it, we eliminate it. Pretty soon you take out too many trees that we did not have before. Will a Cypress be okay there?

A Servello Representative responded: A Cypress will be okay. It depends on how much traffic you have in an area. Bald Cypress roots tend to bulge out and become trip hazards.

Supv. Walls stated: That is what I am thinking about the Cypress there. It is a nice field where kids can play and those Cypress knees come up.

Supv. Berube stated: I hate eliminating trees. We had a tree now we do not. If it is the will of the Board that we do not put a tree back, we don't. I would rather see a tree there.

Supv. Kassel stated: I would rather see a tree and I think a Cypress would be good. The knees do not extend too far.

Supv. Berube stated: There are not a lot of kids that play there either. It is ten feet off the sidewalk. I have never seen a kid playing there and when it is rainy it is mud. Supervisor Bokunic do you want to put a Cypress in?

Supv. Walls responded: I personally have no problem eliminating it.

Supv. Bokunic stated: I do not have a feeling one way or the other so I will go with the majority.

Supv. Berube stated: Three of us say put a Cypress in so get us a quote please for a Cypress.

Mr. Feliciano asked: The address again? Lakeshore Park?

Supv. Berube responded: Lakeshore Park, in the circle area there is a stump. It is opposite 3333 - it is the only Live Oak that fell over there.

Supv. Berube asked: Are there any further comments from the Board for Servello? Thanks for coming out, staying late and taking a beating for awhile. We will see you next month.

## **SIXTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. Engineer**

Mr. Boyd stated: I do not have anything specific to update you on today. I think we answered the questions related to the trees at the sidewalk. I still need to get a P&G version of the map server over to you.

Supv. Berube asked: The flood control efforts on the rear ditch on F?

Mr. Boyd responded: The project manager for Junior Davis has changed. They have told me once Neighborhood J gets under construction and they have equipment here, they are going to address it at that time. They have had the pre-construction meeting with the County and it will be the dry season.

Supv. Kassel asked: What is this for?

Mr. Boyd responded: On the north side of Neighborhood F where it borders Lakeshore Park at the back of the lots there is a swale that collects runoff off the lots and the far west end of the swale is not graded correctly and when it was wet it was trapping water. The water could not get to the N lot. Junior Davis agreed to come out to correct it but asked if it would be okay to do it when they have equipment here.

Supv. Berube stated: It is better to do it when it is dry.

Supv. Kassel asked: Is it the Engineer that we are dealing with in regard to installing the trees or is that a County issue?

Supv. Berube responded: Right now it is in Servello's hands. Mr. Boyd contacted the County and they gave us the authorization to move the trees 15 feet, either way, to make them fit in the available easement space. The other question he presented to them, based on an email I saw, was can we shrink the caliper to get a smaller root ball. The answer from the County was pretty direct. We really do not want to move in that direction; they do not want a smaller tree. We gave Servello the information. The trees they had tagged for the project got sold because they are out of the ground. I think he is going to the nursery this week to tag trees, they pull them out and as soon as that is accomplished the trees will be delivered and installed. We asked them if they are going to pull trees out to space them to make it balanced along the way. Based on the information from the County, they are going to be okay with that as long as the total number and sizes of trees remains the same.

Mr. Boyd stated: When they are putting them in they need to make sure they do not cheat across the gas easement. We do not want to get in trouble with the gas company.

Supv. Berube stated: The gas company is watching it; they will not be going across it. Maybe in the fourth year of talking about that project it will finally be finished.

Supv. Kassel stated: I think we are going into the third.

Supv. Berube stated: It has been a long time.



## **B. Attorney**

Mr. Qualls stated: Just one item I need some direction on which is the Poolworks contract. There were a couple of redline changes we made that we felt were less substantive. The main issue is they either want to get rid of the liquidated damage provision or extend the completion date by two weeks. Of the two options, I think we would advise extending the completion date and leaving the liquidated damage provision.

Supv. Berube stated: The history is pretty interesting because they initially told you three weeks, then we added an extra week to the contract to give them a little leeway. Now it is in the contract at four weeks and now they are saying they want another two weeks on top of that. It seems clear they were not planning on finishing on time. I am glad we put a time definite component to the contract. I guess it is the middle of winter.

Mr. Qualls stated: January and February.

Supv. Berube stated: I can see this thing running into April. I am okay with extending it two weeks if the rest of the Board is. There were two pieces to that.

Mr. Qualls stated: They either wanted to extend the completion date to February 12<sup>th</sup> or to remove the entire liquidated damages. What I am hearing is extend it and leave the liquidated damages. The adjustment of services in the contract I do not see as being a big deal - it is something we had in the landscape maintenance contract. It says "*the District has the right to reduce any portion of the contractor's scope of services or amend any work authorization as agreed upon by this agreement. In such an event that an adjustment is deemed necessary the District shall be entitled to a fee reduction.*" I can understand why they would not want to get started and then have you guys change something.

Supv. Berube stated: For the pool replacement the project was the whole thing so I cannot imagine there is anything we would want to take out. It seems okay by the headshaking to eliminate that.

Mr. Qualls stated: Everyone saw the changes to the insurance from your standards. A motion, if you would, to approve it subject to the changes outlined.

On MOTION by Supv. Walls seconded Supv. Bokunic, with all in favor, the Poolworks contract, subject to the changes outlined, was approved.

Mr. Qualls stated: Thank you all for the excellent review of the policy. The workshop was incredibly productive and we will try to get a fast turnaround so you have plenty of time to look at the updated version and send us any comments, not replying all, so you can hopefully approve it at your next meeting.

Supv. Berube stated: When you give that to Ms. Scarpone she is going to say I thought this was done.

Mr. Qualls stated: You did a good job making your changes clear. Hopefully I do a good job of capturing those and getting them in tomorrow before I forget.

Supv. Berube stated: The second iteration was much better than the first.

Supv. Walls stated: We have not heard back at all from Davey.

Mr. Qualls stated: I have a letter postmarked - they mailed it on the 22<sup>nd</sup>. They are contesting it. What you had already approved was designating the Chairman to negotiate this. They are saying we have not provided proof so I think the next step is to provide the photos. They quote the part of the contract saying you guys will pay it and not the part about the offsets which is what we are trying to accomplish. Needless, to say I think you are \$96,000 apart. I need to get to work to see what we can document, put some things together and send a reply letter. The letter is from their in-house Counsel in Ohio.

Supv. Kassel asked: How much apart?

Mr. Qualls responded: \$96,000, they do not agree to any of the offsets. Some of it is absurd, they say the HOA said the CDD would pay for work done for the HOA. The HOA has no authority to bind this District. They also point out in their letter that because they do not have control of the irrigation that was one of the issues. We said when you do this to thoroughly document everything and we did not put that in the first letter. At some point I think it is important for you to understand that while you maybe technically right, going into court can be expensive so if there is a way to negotiate to bring this down to something that is mutually beneficial. I would hope by the next meeting to be able to document why I think we can and should go forward.

Mr. Qualls stated: Mr. Dan Seabrook emailed me today to say he finally got the contract signed and I forwarded that to your District Manager so he can cut the check. This is something we have been talking about for six months but three months ago you approved it to be done by November 1<sup>st</sup>.

Supv. Berube stated: I sure am glad I ran around getting those notarized, flying it them and all that the day after the last meeting.

### **C. Field Manager**

Mr. van der Snel stated: Good evening members of the Board. First of all do you have any questions or comments on my reports?

Mr. van der Snel stated: I would like to address the approval for the sidewalk contract for the Butterfly.

Supv. Farnsworth stated: Before you go there, this Hydrilla thing, please explain that.

### **iv. Pond Report**

#### **a. Hydrilla Update**

Mr. van der Snel stated: After the email I got concerned because the Board approved for 40 pounds of Sonar One in the amount of \$1,300. I later sent my prescription which requires 80 pounds. My concern was it was going to cost double so it will be \$2,600 to get your registration in the ECOS Program.

Supv. Berube stated: Do you recall?

Supv. Kassel responded: In the minutes of the last meeting and I seem to recall it was 40 pounds, not 80 pounds. Maybe if we can go back to him to say during the last meeting you assured the Board it was 40 pounds to be able to go into the ECOS Program and we want you to make good on that statement.

Supv. Farnsworth asked: Do you know why it came in as 80 pounds? Did it surprise you too?

Supv. Berube responded: Yes. Here is the deal - if you remember what Mr. Scarborough talked about after Mr. Roten left. Mr. Scarborough said he is recommending 80 pounds and that is so you can get the guarantee but their normal amount of chemical for that treatment area that they would recommend is 40 pounds. In order to get the guarantee if it does not work and they will replace it they will sell you 80 pounds. Mr. Scarborough's theory was 40 pounds will do it but we will not have a guarantee if we buy that amount. It was my thought that we had agreed to 80 pounds. It was \$650 for 40 pounds and he told us we would need 80 pounds and it came to \$1,300.

Supv. Kassel stated: Here is what it is in the minutes on page 15, "*Mr. Roten stated I do not know what he is paying for chemicals. I know how much chemical needs to go in there. I recommended 40 pounds of Sonar One.*" And then "*Mr. Scarborough stated it is \$650 per 20 pounds.*" Then "*Mr. Roten stated it will be \$1,300 for the entire season's control of submersed species*

*and it is absolutely guaranteed.*” He is recorded on public record of saying I recommend 40 pounds and it is going to be \$1,300 for the entire season control of submersed species and it is absolutely guaranteed.

Mr. van der Snel stated: The reason I brought this up is I wanted to have your feedback on it.

Supv. Berube stated: You have it in the minutes.

Mr. van der Snel stated: I will go back to him.

Supv. Berube stated: It is pretty clear the way the minutes have it.

Mr. van der Snel stated: I just wanted to put it on record. Also, I have to notify you that there is more Hydrilla located in between Middlebrook and Feathergrass in Waterside. It is about 30%.

Supv. Farnsworth asked: Which pond?

Mr. van der Snel responded: Pond 43.

Mr. van der Snel stated: It is on the other edges but I would say about 30%.

Supv. Kassel stated: It is a brand new pond; it was built in the last 12 months.

Supv. Berube stated: It has been there longer than that. It only takes one bird or alligator to bring it in.

Supv. Walls stated: I would suggest we figure out whatever it is we need to figure out with the pond we are going to treat and determine this one later. It is not near a bigger water body; it is on its own.

Mr. van der Snel stated: I think the outfall goes into the wetlands.

Mr. Boyd stated: It does.

Supv. Kassel asked: Is it interconnected with Ponds 41 and 42?

Mr. Boyd responded: It is not; it is contained.

Supv. Kassel stated: It is contained in terms of its water flow. It is not contained in terms of its wildlife.

Supv. Berube stated: We have to get that squared away as to the pricing, figure that one out and make a decision. If it works we can treat Pond 43.

Mr. van der Snel asked: Does that answer your question?

Supv. Farnsworth responded: Yes. We were skipping over all of that.

Mr. van der Snel stated: I would like to sign off on the contract for the sidewalk on Butterfly. I did not know if I needed to bring it up to the Board.

Supv. Farnsworth stated: It is already approved.

Supv. Berube stated: It is already approved and if you are happy with it say yes.

**i. Facilities Maintenance**

**ii. Facilities Usage**

**iii. Facebook Report**

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

**v. Consideration of Supplemental Procurement**

**a. Proposal for Pressure Washing Equipment**

Mr. van der Snel stated: For the pressure washing equipment there are some changes in the prices.

Supv. Berube stated: There are a number of these that are in the package. I have done a lot of research on this and Water Cannon one is the best one. It is an expansion on what Supervisor Farnsworth brought up last meeting. He suggested a somewhat larger machine. When you get into the cleaning unit it is more than what is needed here.

Supv. Kassel stated: The Whisper Pro Surface Cleaner.

Supv. Berube stated: Yes. That is matched to the Water Cannon. The Water Cannon is made in Ft. Pierce, Florida and has what is proven to be a good engine. It also has a steam boiler on it so you can hot water clean surfaces including fences. The Water Cannon is the proper one to buy.

Supv. Kassel stated: You are talking about the \$8,049 one.

Supv. Berube stated: When you option it with everything we need.

Supv. Kassel stated: It is \$9,008.

Supv. Farnsworth stated: If you have prices different than what was distributed I cannot track that.

Mr. van der Snel stated: The Whisper Pro came to \$799.

Supv. Berube stated: We found it directly from the supplier for less money. With the price match guarantee it came down \$150.

Mr. van der Snel stated: We needed a high pressure hose and that came to \$275, a ball valve assembly which eliminates the vacuum when you turn it off at \$29, \$8 for some tips and we are going to save \$220 because I am going to pick it up myself.

Supv. Kassel stated: It is in Ft. Pierce.

Supv. Berube stated: He is going to go pick it up and get trained at the same time. What was the total revised?

Mr. van der Snel responded: \$8,979.

Supv. Berube stated: I am recommending that is the machine we want.

Supv. Farnsworth asked: Is this the V-twin one?

Supv. Berube responded: No, it is the Honda GX-390.

Supv. Farnsworth stated: Which is the V-twin.

Mr. van der Snel stated: It is the Vanguard V-twin electric start. It is the best route to go.

A MOTION was made by Supv. Kassel to approve the purchase of the pressure washer and Supv. Bokunic seconded the motion.

Supv. Walls asked: Do you have a plan for how this is going to work in terms of time.

Supv. Kassel stated: Scheduling what is going to be done when.

Mr. van der Snel responded: At this point I am going to designate one staff member for two days. That is pretty much how I can implement it.

Supv. Farnsworth stated: Two days every week. How long is going to take you to get caught up? That sounds like a long term solution but how do you get caught up to get to the long term?

Mr. van der Snel responded: Honestly, because this is my first time doing this I have no idea yet. To implement this in our workload two days is the max I can do because every time he works on the pressure washing he is not doing what he normally would do. I have to compromise, divide and conquer.

Supv. Farnsworth stated: Because we are so far behind in getting it started you may have to comprise extremely for a little while.

Supv. Berube stated: One of the reasons for buying the boiler is the hot water makes it go faster.

Supv. Farnsworth stated: I realize that but we are so far behind.

Supv. Walls stated: It is better than none.

Supv. Berube stated: We are going to get and see how many linear feet he can do per day. We will figure it out and maybe after a week or so we will know how it is going. If the Board says we want to speed this up then tell that gentleman I want for days a week and he will figure it out. That is why he is the manager and gets paid the big bucks.

On VOICE vote, the motion was approved.
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Supv. Berube stated: The white fences in H1 and H2 are looking pretty messy. We have shied away from cleaning fences. I guess the ownership of the fences is ours; the developer put them in. The question becomes do you want to integrate the cleaning of those fences into the pressure washing as time permits or do you want to ignore them, wait for them to get really messy and people to start complaining.

Supv. Kassel stated: I think we should work them in.

Supv. Walls asked: Is the ownership ours for sure?

Supv. Berube responded: They got put on our property.

Mr. Boyd stated: I will have to check, I cannot remember specifically if all the fences fall on CDD land or developer land. I can verify that.

Supv. Kassel stated: The developer should not own anymore land at the western entrance.

Mr. Boyd stated: I believe that is all CDD.

Supv. Kassel stated: On the west side is the townhouses and some of those fences may actually be on developer property. We can do the ones on CDD property.

Supv. Walls stated: If they are ours clean them.

Supv. Berube stated: For the vast majority of the fence we are cutting the grass on the front and backside of the fence. If we are cutting the grass on both sides of the fence, that is probably going to be our fence or land. I agree the townhome strip which is a very small piece of the overall footage is probably a developer fence however we are cutting up to the front of that fence. The effort needed to clean that strip of fence compared to the rest of it is minor. Do you really want to clean all of the fence and leave a hundred feet or so looking black and streaky.

Supv. Kassel stated: You know we have residents coming in saying they are second class citizens so you probably should just do it.

Supv. Berube stated: The H1 tract is where the townhomes are. I think the will of the Board is to clean the fence.

Supv. Farnsworth stated: That is down low on the priorities.

Supv. Berube stated: You are going to be cleaning stuff for a long time. You will probably wear out the machine before it gets cleaned.

**b. Butterfly Sidewalk Project Furniture Quotes**

Mr. van der Snel stated: I have two quotes for you. Recycle Design are the more expensive ones and the ones we already have are the Victoria line. There is a significant difference in price - I think the quality is the same because it is recycled plastic. KirbyBuilt was significantly lower however the aesthetics of the bench is a little different than we normally have. The Victoria is what we have around the property. This is a six foot bench but it has a divider. We have a similar bench in Needle Grass and in The Estates.

Supv. Berube stated: These benches are not going to be near other benches for comparison. For the details of the look, we are not trying to match anything. Is your recommendation to go with the cheaper version?

Mr. van der Snel responded: Yes. It is \$4,000 difference.

On MOTION by Supv. Berube, seconded by Supv. Kassel, with Supv. Berube, Supv. Kassel, Supv. Bokunic, Supv. Farnsworth voting aye and Supv. Walls voting nay, the quote as listed by KirbyBuilt not to exceed \$5,315.73 was approved.

**c. Ashley Park Back Alleyways Paving Proposals**

- Driveway Maintenance, Inc.
- Hall Company, Inc.
- Atlantic Southern Paving & Sealcoating

Supv. Farnsworth stated: You have prices all over the place on this one.

Supv. Berube stated: It is pretty simple. I think the Hall Company, Inc. was the most responsive. But to back up for a second - how do we want to pay for the pressure washer? Do we want to take it out of the budget, even though it was not budgeted or do you want to reach into reserves for sidewalks and alleyways.

Supv. Farnsworth stated: We have \$15,000 or \$20,000 in Vehicle Procurement or something like that. What is that for?

Supv. Berube responded: That was for the side-by-side, \$12,000.

Supv. Walls stated: Put it in the line item it needs to go into and we will fix it later if we need to.



Supv. Kassel stated: In sidewalks and alleyways. We will have to do an adjustment to make sure the line item is adequately funded.

Mr. Koncar stated: You can do a budget amendment now. You have \$165,000 in your reserves for sidewalks and alleyways.

Supv. Walls stated: Just let it hit and we will fix it after because you do not know how much it is.

Mr. Koncar stated: We can do that.

Supv. Berube stated: What this contemplates is every single alley in Ashley Park including the parking cut outs, little extensions like the mailboxes, the parking stops and they are going to add four bollards as we discussed earlier in a couple of select areas where the trash trucks continuously run on people's property. Those will be 4-inch steel posts set in concrete painted bright yellow. When you dig into all of this Hall Company meets all the needs; this is what they do. They were the first one to respond to Mr. van der Snel's call. The guy showed up, here you go, gave him everything he asked for and the other guys he had to chase and they waited until the last day to give quotes.

Supv. Kassel stated: November 10<sup>th</sup> is the quote from Hall and November 9<sup>th</sup> is the quote from Driveway Maintenance.

Supv. Berube stated: the Hall Company quote is half what the other two wanted. It was clear Driveway Maintenance and Atlantic Southern were not too interested in getting this job. I have looked at it and based on Mr. van der Snel's conversation with the folks from Hall Company I am recommending we go with the Hall Company.

Supv. Kassel asked: Why is there such a disparity in price? Double and triple. How can that be accounted for?

Supv. Berube responded: Some people are in this business with small equipment that fits in and want the small areas. The one is called Driveway Maintenance but they seem to have bigger equipment and look at bigger jobs. If you remember the problem we had with Allstate was that their equipment was too big to get in here and grind the roads. It just seems the Hall Company is more in tune with what we needed here which is confined area, a lot of detail work at the end of driveways and pavement obstructions of manhole covers and all that. I know it is strikingly different and why you have three quotes.

Supv. Kassel asked: In terms of pricing and the company's we have the quotes from can you say anything to us about that?

Mr. Boyd responded I do not know, I was not involved in this process. I have heard of the Hall Company, I have not heard of the other companies.

Supv. Kassel asked: What have you heard about Hall Company?

Mr. Boyd responded: I am aware of their name; I think they have been around for awhile but I have not worked with them directly.

Supv. Kassel asked: Have you heard anything bad about them?

Mr. Boyd responded: I have not heard anything bad about them.

Supv. Kassel asked: Have you heard anything good about them?

Mr. Boyd responded: Not specifically.

Supv. Kassel asked: Any thoughts from you about the disparity in price? You can see the prices - \$62,000 versus \$126,000 versus \$169,000.

Mr. Qualls responded: My only questions would be - are they bidding the same quantities.

Supv. Bokunic stated: Apples-to-apples.

Supv. Farnsworth stated: The first two I kind of understood. I tried to read through the Atlantic Southern and with all the options they have in there I could not figure out what they were talking about.

Supv. Berube stated: If you look at it they give you all these things about grind and overlay, raised obstructions and thermal plastic paint, curb cuts, etcetera. Hall Company's is just here is what we are going to do. We are going to come in, grind the edges so they meet smoothly, grind around the sewer inlets.

Supv. Farnsworth stated: I understood everything but if you tried to read through Atlantic Southern I did not understand anything.

Mr. Boyd stated: Hall Company did include milling and that would be a main concern.

Supv. Berube stated: I looked at the Hall Company quote carefully. I remember what we went through with Allstate and the problems with administering all of it. It is all addressed in the Hall Company quote at the cheapest price. I would expect we can avoid a potential lawsuit this time.

Supv. Kassel stated: The Hall Company proposal suggests profile mill 1,500 linear feet and then power broom existing asphalt 6,885 feet. If you compare that then with Driveway Maintenance, they have 7,050 square yards of milling.

Supv. Berube stated: The profile milling that Hall Company is offering is just the areas where the asphalt will meet concrete driveways. They are going to mill it so they are flush. They will profile

mill around the sewer outlets so the new asphalt will have like a bowl to run the water into the sewer outlets or away from it, as the case may be. At the end of the parking areas where it meets the ground they will grind. They are profile milling 1,500 linear feet and broom 6,800 feet. The other guys are quoting on square feet.

Supv. Kassel stated: Square yards. It is 7,050 square yards of milling and is one of the reasons why the price is so different and then the paving - asphalt overlay they vary by 200 square yards. Then applying a layer of tack for the asphalt to stick to - Hall Company is 1-inch and Driveway Maintenance is 1½-inches. That is a question I have for the Engineer as to how much more durable and how many more years are we going to get for 1½-inches versus 1-inch.

Mr. Boyd responded: I was trying to tabulate some of these linear costs to square yards cost so I did not catch all your question.

Supv. Kassel stated: In the Hall Company proposal they propose to lay 1-inch of asphalt whereas Driveway Maintenance is quoting for 1½-inches.

Mr. Boyd responded: For a repaving operation 1-inch would be sufficient. I do not see a need to go to 1½-inch.

Supv. Wall stated: The third proposal is 2-inches.

Supv. Berube stated: You have to remember if they are milling all of it they are going to be taking off some asphalt so the base layer now becomes weaker if they mill it off and is why they are going to put a thicker top layer. If they mill all the square yards which two of them are suggesting in their premium prices you take off what may be good asphalt and then have to replace it so you have the durability of the road. Hall Company is only going to mill at the areas where you have to flush it, leave the rest of it un-milled which is the argument we had with Allstate because the contract called for them to mill it all and they said we are not going to that, started paving it and we got into the dispute.

Supv. Kassel asked: Do you believe that the minimal milling that is being proposed by Hall Company is sufficient for our needs and will give us a durable outcome?

Mr. Boyd responded: I am not sure. I am not sure how they measured the 1,500 linear feet. Are they planning to just mill at the transition points?

Supv. Berube responded: Wherever there is an obstruction and driveways.

Mr. Boyd stated: My only concern is they need to clean up where there is a crack that is bulged. That needs to be ironed out or milled before the overlay goes in because that is immediately going to reflect.

Supv. Berube stated: We will make the contract say that.

Mr. Boyd stated: They may not need to mill 100% of the surface but they at least need to mill down all non-smooth surfaces.

Supv. Berube stated: I contemplated putting in the contract that they have to mill all areas to make it smooth, no lumps over the manhole covers, graded to eliminate ponding. All the things we had a problem with last time are going to become part of the contract.

Mr. Boyd stated: As long as there is no ponding now there should be no ponding after this is done.

Supv. Kassel asked: Is there ponding now?

Supv. Berube responded: In Ashley Park there is very little. What happens is when they repave you can create ponding.

Mr. Boyd stated: If the surface is uneven would be the only reason.

Supv. Berube stated: When working around obstructions like the sewer covers if they are not careful. That is part of the deal; we do not want ponding because everybody complains about that. There are certain modifications we will put in the contract and they can take it or leave it.

Mr. Boyd stated: My main question would be how are they dealing with the existing cracks and abnormal surfaces other than where there is an obvious transition they need to mill.

Supv. Bokunic stated: We can get those questions answered.

Mr. Boyd stated: To answer your question 1-inch of asphalt would normally be sufficient for what you are doing here.

Supv. Walls asked: Do we need the thermo plastic?

Mr. Boyd responded: No.

Supv. Kassel stated: They are not offering the thermo plastic.

Supv. Berube stated: I think it is an add on for \$1,500.

Supv. Kassel stated: I do have a question about painting arrows or arrows with an only. People go the wrong way down alleys all the time and I wonder if having that on the entry to alleyway would help.

Supv. Farnsworth stated: Don't most of the alleys have that? It might be worn off by now.

Supv. Berube stated: Very few have arrows. Some do not even have edge stripes.

Supv. Bokunic stated: It is the Wild West in Ashley Park, they go every which way.

Supv. Kassel stated: If there is no indication people have a reasonable expectation. For example in the alleyway behind my house there are two entrances but I do not know that there are any obvious one-way signs when you enter. I do not know how much it cost.

Supv. Farnsworth asked: How much does paint cost?

Supv. Berube responded: It is not terribly expensive.

Supv. Kassel stated: It says 75 cents a linear foot for a 4-inch control line.

Supv. Berube stated: An arrow would be a foot wide and probably 4-foot long. It cannot cost \$100 for an arrow. Its one thing to paint a straight line 4-inches wide and it is another to layout an arrow. The last time around we paid \$150 for each white line that went across the alleys at the stop sign. We can add arrows. So the questions we have are: we want to be sure all of the transitions will be flush, treatment of all the crack areas to prevent any raised areas after paving, and how much does it cost to put a one-way arrow per arrow. Do you want to approve it now and get answers or hold it for another week, another month? What do you want to do?

Supv. Farnsworth responded: You might as well go with it with the proviso.

Supv. Walls stated: Satisfactory answers to all the questions.

A MOTION was made by Supv. Farnsworth to select Hall Company, providing revisions as discussed are incorporated into the contract.
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Supv. Kassel stated: Not to exceed \$61,192.35.

Supv. Walls stated: We may add something.

Supv. Berube stated: We may add particular additions as discussed such as arrows.

Supv. Bokunic seconded the motion and, with all in favor, the motion was approved.
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Supv. Berube stated: We picked Ashley Park because it is a contained area. The last time we scattered the contractor here and there making it a problem to monitor. Ashley Park had many of the worst areas that I could find. Hopefully, if they do a nice job we can continue this because we have money to spend; we have ignored it for a number of years.

Jason stated: It is funny that you bring this up because the Ashley Park Board, meaning Michelle and Margaret, have been screaming down my ear for months about stuff that I do not

necessarily see. I said okay one day I will fill out the speakers request to bring it up to the CDD and low and behold it is here on the meeting.

Supv. Berube stated: Tell them I went to that meeting and pounded on that table and they put a proposal forward and they are going to pave the roads.

Jason asked: Do you have an estimate on when it might start?

Supv. Berube responded: We have to get satisfactory answers, get it put into a contract, so realistically probably January/February.

## **SEVENTH ORDER OF BUSINESS**

### **District Manager's Report**

Supv. Berube asked: Did anybody notice in this month's invoices the OUC invoices were dated October and were exactly the same invoices we got in the October package.

Mr. Koncar stated: I did get an answer on that. The problem is the way our system is setup we are required to write a report and it duplicated and it should not have. You should have gotten a different set of invoices; it was duplicated from the month before.

Supv. Kassel asked: How do we address that in terms of invoice approval?

Mr. Koncar responded: We will fix that in your next meeting. One of the things I recommend, and the Chairman and I talked about this before the meeting, the District is setup on Avid Xchange and we need to give the Board members access. Avid Xchange allows you to go in through a web portal, view all the District invoices that are being considered for payment and we can include them in the package if you want.

Supv. Kassel stated: It is important for the residents or anybody for public records.

Mr. Koncar stated: We can give the Board access and I will get with Ms. Paula Davis who heads up our Accounts Payable. I will get her to work with you and send you an access email of how you get into the system so you can start viewing those invoices ahead of time.

Supv. Berube stated: Avid Xchange is used by the HROA. They basically scan invoices in, line them all up and send you an email that you have invoices in the queue. On the HROA I get them, signoff on them, but anybody can go in to look at them. Do they load them as they come in?

Mr. Koncar responded: Yes, it is a live system. If you look at something tonight and you look at it tomorrow it will be different because we are constantly loading them in. The other thing is you can do searches like how much have we spent on this vendor. You can do a search and it will give you

a 12-month search. If you want to setup someone on the Board for approval of invoices, you can do that as well.

Supv. Kassel stated: We are not going to do that because we approve them as a Board.

Mr. Koncar stated: That is fine; it just gives you several different options.

Supv. Berube stated: That process is happening and we are in line with that, right?

Mr. Koncar responded: yes, sir.

Supv. Berube stated: I have another concern and I think I saw on your monthly invoice that there was a late charge credit. We had late charges from Spectrum and Home Depot that I noticed. It was a credit for a late charge and I presume that is what that is.

Mr. Koncar stated: Right.

Supv. Berube asked: What is happening? We strive to pay our bills on time and getting late charges and finance charges, what happened in your office? I know there have been some personnel changes.

Mr. Koncar responded: I think that is what the issue was but if there are late charges, we will take care of them. Our staff is up-to-date now and we should be able to avoid that in the future.

Supv. Berube stated: I noticed on many of the debit card invoices it says awaiting invoices from field staff or receipts from field staff. I asked Mr. van der Snel what do you know about that and apparently there was another personnel change in your office and Ms. Tiziana Cessna left and all the receipts he was sending in were going to Ms. Cessna's email and nobody knew about it, somebody absorbed that job, couldn't get Ms. Cessna's receipts and he had to go back and try to recreate them so they did not get here in time.

Mr. Koncar stated: The emails should have been picked up by somebody else.

Supv. Berube stated: Not according to somebody. The personnel changes at Severn Trent are kind of a problem. I have been waiting for this check since last month and Mr. Koncar was kind enough to deliver it today because it got tied up in Avid Xchange so apparently there is some learning curve there as well. Severn Trent, nice folks but this constant rotation of people is just a little bit problematic. At this point we will say Mr. Manager it is your turn.

#### **A. Financial Statements for October 31, 2017**

Mr. Koncar stated: the first item we have is approval of your financials. They were sent under separate cover and I did put hardcopies in front of you. This is for your financials for October 31,

2017. To update you, your expenditures are not over budget based on where you are in the fiscal year but one of the things that always sticks out in the beginning of the year is we have to pay your General Liability insurance upfront and it is \$25,000. Your total expenditures from the General Fund were about \$99,000 for the month. You are behind your budget and in a good position financially. We did talk a little bit about the reserves on the Balance Sheet. You have Unassigned Fund Balance of \$357,000. You should be getting your assessment revenues in December. At the next meeting we should show some with the November report.

On MOTION by Supv. Kassel, seconded by Supv. Bokunic, with all in favor, the October 31, 2017 Financial Statements were approved.

**B. Invoice Approval #211, Check Register and Debit Invoices**

Supv. Kassel stated: There are \$62 invoices with the same invoice number - one from Moyer Management Group and one from OUC.

Supv. Berube asked: Are you looking at the check register or the invoices? The Moyer Management Group was \$62 for website firewall protection going back to July and there was something from OUC that was apparently a typo, but that was last month. It would show up in the check register but it was in last month's invoices.

Supv. Walls stated: There is another one in here, I remember seeing it too.

Supv. Berube stated: Maybe more stuff from October got carried to November.

Supv. Kassel stated: That is what the problem is, it was incorrect information in the agenda and they sent a new invoice approval #211. What was in the agenda was #210.

Supv. Berube asked: How are we going to handle the invoice approval? Are we going to approve the invoices for the month subject to the adjustment for the OUC account? It really does not matter because they have already been paid.

Supv. Kassel stated: But it is not this amount.

Supv. Berube stated: No.

Supv. Walls stated: We will remove the OUC invoices and next month we can do two months.

Supv. Farnsworth asked: How do we do that?

Supv. Berube responded: The manager will have to be cognizant of that need. Did you listen to that Mr. Koncar? We are going to approve the invoices subject to the OUC being removed and next



month's package will have the OUC from this month and next month's as part of the invoice approval. It really does not matter because they have already been paid.

Supv. Kassel stated: We are approving an invoice summary that is incorrect. Let's approve it expect for the OUC amount.

On MOTION by Supv. Kassel, seconded by Supv. Walls, with all in favor, Invoice Approval #211, the check register, as amended to remove OUC and debit invoices were approved.

**C. Consideration of Audit Engagement for Fiscal Year 2017 ager**

Mr. Koncar stated: This is something that we need to do to get your audit completed. I did check and the proposal is going to be same as what you paid last year for your audit. This is something you have to do every year as required by Statute. The proposal is from Berger, Toombs.

Supv. Berube stated: It was \$4,500.

Supv. Kassel stated: \$4,355.

On MOTION by Supv. Walls, seconded by Supv. Kassel, with all in favor, the Audit Engagement with Berger, Toombs, Elam, Gaines and Frank in the amount of \$4,355 was approved.

**D. Facility Usage Applications**

Supv. Berube stated: You have a Facilities Usage line.

Mr. Koncar stated: There are none.

**EIGHTH ORDER OF BUSINESS**

**Topical Subject Discussion**

**A. Consideration of Salaried Position Status for Field Operations Manager**

Supv. Berube stated: I think we have already considered that and will we handled as part of the Employee Handbook and job description package.

Supv. Kassel stated: I thought we discussed that verbiage might be added once we discussed it in the regular meeting.

Supv. Farnsworth stated: That was not settled.

Supv. Kassel stated: We need information - we need numbers and documents to show us what it is we are approving. We need to understand what the figures are and how they are different going from hourly to salaried.

Supv. Farnsworth stated: My question when I read this was not what you get out of it but what does the District get out of that change. What is our motivation for doing it.

Supv. Berube responded: Upfront it is about even.

Mr. Koncar stated: If you switch an employee from an hourly to salaried you are going to avoid overtime costs. It depends on how much the work is. The other side of that is there are some FSLA requirements depending on if the individual supervises someone and what they do in terms of their work.

Supv. Farnsworth stated: You mean there is no such thing as a Straw Boss any longer.

Mr. Koncar stated: not anymore.

Supv. Farnsworth asked: Are there no longer Field Supervisors that are not salaried.

Mr. Koncar responded No, in fact there was Congress that I thinking is pending that they were talking about having a minimum salary for salaried employees. The minimum salary was set at around \$48,000. Because of the requirements for management personnel - they supervise individuals, they do evaluations, they have hiring and firing authority and that is something Congress is considering right now.

Supv. Walls stated: Right now it is \$27,000.

Mr. Koncar stated: At Severn Trent for our personnel if you were in that category we increased their salary because we know it is coming and is going to end up being a requirement. It won't be an option anymore once they pass the legislation.

Mr. van der Snel stated: In my case, I did make a calculation but I do not want it to be on public record.

Supv. Walls stated: It is all public record.

Supv. Berube stated: If you do not want it to be public record this is not moving.

Supv. Walls stated: When we do the pay ranges and such it is all public record. My salary is public record that is just the way it is.

Mr. van der Snel stated: I have a calculation for the Board if they want to accept that.

Supv. Berube stated: Why don't we put this together with the job description and all of that. You can put your six month average, here is what I am requesting to be at and we will handle it all in one meeting.

Supv. Walls stated: I suggest you work with the District Manager. I am sure they employee similar type operation managers, what they make, what the market is.

Supv. Farnsworth stated: What I am taking from this is bottom line is this is not an option. What you are saying is it is mandated is what I am hearing.

Mr. Qualls stated: There are many requirements for being exempt. I think a large portion of the law is designed to make sure you are not making your employees salaried to avoid overtime. We will get all of that together and it will be much more clear.

Supv. Berube stated: The job description, which we may or may not accept, will largely detail whether we are required to make it an exempt position or not. As you add more details to the requirements things change. The job description will be the determining factor.

Supv. Farnsworth stated: I am coming away from all this discussion with it is going to be mandated is what I get out of it.

Supv. Berube stated: Not yet. There will probably be a recommendation that it should be. The job description and what his job entails by description that we accept may cause a move towards that action.

## **NINTH ORDER OF BUSINESS**

## **Supervisors' Requests**

There being none, the next item followed.

## **TENTH ORDER OF BUSINESS**

## **Adjournment**

There being no further business,

On MOTION by Supv. Kassel, seconded by Supv. Walls, with all in favor, the meeting was adjourned.

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{District Manager}  
Secretary

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Steven Berube  
Chairman

## **Fifth Order of Business**

**5A**

**5Ai.**

**Servello & Sons, Inc.  
Harmony Community Development District  
Landscape Maintenance –Weekly Summary**

**November 15, 2017-November 16, 2017**

- All basic maintenance was completed on common grounds, with the exception of the Butterfly Park ditch and Lake Shore Park wet areas.
- East entrance and Town Square were hand weeded and sprayed.

**November 20, 2017- November 24, 2017**

- Main Entrance: pulled weeds in all of the annual beds, trimmed all shrubs, sprayed weeds with round up and removed dead foliage out of Shell Ginger.
- Main Pool: Palm trees inside the pool were trimmed all shrubs were trimmed and sprayed for weeds.
- Pool area at Harmony Square South Dr.: trimmed the Ligustrums trees around the pool.
- Roundabout on Cat Brier and Five Oaks: pulled all weeds out of plant and annual beds.
- The Estates: Lifted the Magnolia trees, remove the excessive leaf build up under Magnolia trees, pulled the weeds out of the fox tail ferns, remove dead foliage from plant beds and sprayed for weeds.
- Lakeshore Park: Trimmed all shrubs, pulled and sprayed weeds and lift/trimmed low tree canopies.
- Schoolhouse St: sprayed all tree rings and obstacles and soft edged beds.
- Five Oaks common areas: trimmed shrubs, cut back grasses away from park benches, lift low hanging canopies, removed dead foliage and tree branches, pulled weeds in plant beds, removed excessive leaf build up and sprayed weeds.
- Roundabout at Schoolhouse and Five Oaks: removed weeds out of annual and plant beds and sprayed for weeds.

**November 27, 2017-November 30, 2017**

- All basic maintenance was completed on common grounds, including the Butterfly Park ditch and Lake Shore Park wet areas.
- Hand weeded all the beds, sprayed parks along with H1.

**December 4, 2017-December 7, 2017**

- School house road, The Estates, Harmony Swim Club and Harmony Square South were hand weeded, treated for ants along with light trimming and sprayed for weeds.
- Finished spraying all exterior beds, H1, H2 the Estates and all retention ponds.
- Started trimming all low line Oak limb from side walk, street signs, etc. on Five Oaks and School house.
- Removed Magnolia leaves, tipped Gold Mound Duranta's at The East Entrance.
- Town square hand weeded, trimmed, sprayed and removed low line limbs and Magnolia tree debris.

**Please be advised:** I have noticed a lot of wilting and drought stress throughout Five Oaks and the east entrance. Gerhard is aware of these dry areas due to problems with irrigation clocks. Please see UF/IFAS accurate irrigation watering times. Lack of hydration to the turf makes it ideal conditions for Ants and Chinch bugs to move in.

## **Sixth Order of Business**



**6B.**

**6B.i.**

# **AGREEMENT BETWEEN HALL COMPANY, INC. AND HARMONY COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROVISIONS OF ASHLEY PARK ALLEYWAY REPAIRS AND RESURFACING**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of December, 2017, by and between Hall Company, Inc., a Florida Company and independent contractor ("Contractor"), whose address is 225 Old Sanford Oviedo Road, Winter Springs, FL 32708, and the Harmony Community Development District ("District"), care of the District Manager, whose address is Severn Trent Management Services, 175 Hampton Point Drive, Suite 4, St. Augustine, Florida 32092 (hereinafter "Parties"), shall bind the Contractor to provide the alley resurfacing and repair services set forth below to the satisfaction of the District.

## **SECTION I**

### **Purpose of Agreement**

The purpose of this Agreement between Contractor and the District, is for the Parties to enter into an agreement for Alley Resurfacing and Repairs to Ashley Park as set forth in Section IV below, and as expressly contemplated in the Proposal supplied to the District by Contractor regarding the Alley Resurfacing and Repairs in Ashley Park.

## **SECTION II**

### **Qualifications of Contractor**

The Contractor warrants and represents that it is qualified to fulfill the Alley Resurfacing and Repair duties set forth below.

## **SECTION III**

### **Consideration**

1. That which induced the Parties to enter into this Agreement, in addition to the provisions of Sections I-III, which provisions are dispositive, is the fee for the Contractor and the services to be received by the District, both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement.

## **SECTION IV**

### **Duties**

1. The duties, obligations, and responsibilities of the Contractor are as follows:
  - a. Meet with the District Engineer at the work site to go over the scope of Services prior to beginning to perform project duties, obligations and responsibilities.
  - b. Supply all labor, material, and equipment to resurface and repair the existing alleys in Ashley Park of Harmony, Florida, as follows:
    - i. **Site Preparation** - Subtotal of \$7,259.30  
**Comment [TQ1]:** Comment to Hall: Board wants to ensure that existing cracks are dealt with. Please add item for milling at the edges of cracks where the cracks have created a bulge.
      1. Maintenance of Traffic 1 LS \$500.00
      2. Relocate Wheel Stops in quantity of 55 at \$9 each for total of \$495.00.

3. Profile Mill Existing Asphalt (to ensure smooth transition of new asphalt). Total of 1,500 LF at a rate of \$2.25/LF for a total of \$3,375.00.
4. Power Broom Existing Asphalt free of debris. 6,885 SY at .18 per SY for total of \$1,239.30.
5. Supply and Install Manhole Risers as needed to match height of new asphalt. Quantify of 6 at a rate of \$275/manhole for a total of \$1,650.00.
- ii. Asphalt Overlay- Subtotal of \$47,514.55
  1. Tack with RS-1 Prior to Paving to Ensure Adhesion of New Asphalt a quantity of 6,885 square yards at a cost per SY of \$.38 for a total of \$2,616.30
  2. Install 1" of S-3 hot asphalt. Quantity of 6.885 square yards at a rate of \$6.45/SY for a total of \$44,408.25.
  3. Roll with Steel Wheel Roller and Traffic Roller for Compaction.
  4. Asphalt Leveling if required to ensure proper drainage and structural integrity. A quantity of 5 TN at \$98/TN for a total of \$490.00.
  5. Sand project during final compaction to minimize vehicle tire marks.
- iii. Stripping with D.O.T approved traffic paint- Subtotal of \$7,918.50
  1. Regular Stalls in quantity of 62 at a rate of \$4.75 each for a total of \$294.50.
  2. Handicap Stalls: 2 at a rate of \$45/stall for a total of \$90.00
  3. Stop Bars in quantity of 9 at a rate of \$35/bar for a total of \$315.00.
  4. Paint Wheel Stops in quantity of 64 at a rate of \$8/stop for a total of \$512.00.
  5. Install New Wheel Stops in quantity of 13 at a rate of \$40/stop for a total of \$520.00
  6. 4" Control Line in a quantity of 6,100 LF at cost of \$.75/LF for a total of \$4,575.00.
  7. Re-install wheel stops. Quantity of 48 at a cost of \$18/wheel stop for a total of \$864.00.
  8. RPM 4 Each at rate of \$12 each for a total of \$48.00.
  9. 4 each 6" concrete bollards - no charge.
  10. 20 Directional One-way arrows. \$35.00 each for a total of \$700.00.

2. All decisions concerning compliance with the terms of this Agreement and operations under this Agreement are specifically delegated and assigned to the District Manager or her or his designee. The point-person for Contractor shall be who shall report progress and relay any questions to the District Manager, Severn Trent Services, C/O Robert Koncar.

3. Subject to the approval of the District Manager, the Contractor shall:
  - a. Be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are fulfilled to the satisfaction of the District Manager.
  - b. Ensure that employees working on the Project shall wear uniforms or other professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or, in the opinion of the District Manager, is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.
  - c. Enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Harmony community and any other customers/party associated with the Harmony Project are knowledgeable of the Project and the Services that the Contractor is performing.
  - d. Develop, implement, and maintain a safety program for its operations on the Project. The safety program shall include, at a minimum, a safety policy; safety rules and procedures;

safety training; procedures for reinforcing and monitoring safety programs; procedures for accident investigations; providing and maintaining equipment safety features; and safety record keeping.

- e. Be available for an inspection (walkthrough) with the District Manager or the Manager's representative during regular working hours after the alley resurfacing and repairs set forth above are completed by the Contractor. This inspection shall be scheduled with the District Manager and Contractor, or their lawful representatives, with a resulting punch list of problems and corrective actions to be taken as soon as practicable after the walk-thru is completed.
- f. Be responsible for immediately notifying the District, through the District Manager, of any and all issues, damage, and/or decline directly related to the Contractor's scope of work.
- g. Report to the District Manager or its designee.

4. Additional duties may be specified by the District Manager or its designee.

5. The Contractor agrees to complete its duties under this Agreement within \_\_\_\_\_ days from commencement of work.

### Duties of the District

1. In addition to providing compensation to Contractor in full upon receipt of invoice as outlined in Section V below, the District Shall:

- a. Notify Harmony Residents within the affected work area.
- b. Any cars in the designated work areas that are not moved by Harmony Residents will be towed from the work area with all charges being the responsibility of the property owner. Any delays as a result of having to tow the vehicles from the work area may result in additional charges.
- c. Hold Hall Company, Inc. harmless for any scars, marks, etc. left on the new asphalt from car/truck tires if the new surface is driven on prior to the proper amount of cure time. Hall will notify Harmony of the proper cure time.

## **SECTION V**

### Compensation

1. The District agrees to compensate the Contractor a total amount of \$62,692.35.

**Comment [TQ2]:** Plus any additional cost for milling at edges of cracks to prevent bulging.

District shall pay Contractor the balance upon satisfactory completion of the duties outlined in Section IV above, based on the following itemizations:

- a. Site Preparation - \$7,259.30
- b. Asphalt Overlay - \$47,514.55
- c. Striping with DOT Approved Traffic Paint \$7,918.50

## **SECTION VI**

### Liquidated Damages

In the event that the Contractor has not completed its duties on or before \_\_\_\_\_, the Parties agree that damages would not be quantifiable. Consequently, Contractor agrees to pay to the District a per diem rate of \$250.00 in liquidated damages in the event the Project is not completed, excluding delays caused by inclement weather, within the \_\_\_\_\_ week timeframe provided. The Parties agree that this amount is reasonable and will be subtracted from the total amount set forth in Section V above.

## **SECTION VII**

### **Contractual Relationship**

1. Nothing herein shall be construed as creating the relationship of employer or employee between the District/District Manager and the Contractor or between the District/District Manager and the Contractor's employees. The District is interested only in the results to be achieved, and the conduct and control of the work to be performed will lie solely with Contractor.

2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract.

3. The Contractor is an independent contractor and nothing contained herein shall constitute or designate the Contractor or any of their employees as employees of the District or the District Manager.

4. Nothing herein shall be construed as to creating an agency relationship between the District and Contractor or the District Manager and Contractor.

## **SECTION VIII**

### **Term**

This Agreement shall commence upon execution by both Parties hereto and shall continue until the duties of the Contractor set forth above are performed to the satisfaction of the District.

## **SECTION IX**

### **Insurance**

The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (b) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
  - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
  - (ii) The District shall be named as additional insured.
- (c) Employer's Liability Coverage with limits of at least \$300,000 (three hundred thousand dollars) per accident or incident.
- (d) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- (e) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

## **SECTION X**

### **Indemnification and Warranties**

1. The Contractor agrees to indemnify and hold harmless the District and its Manager, officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or

other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

2. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

3. No warranty is implied or given for surface course in event of future base or subbase failure. All other workmanship and materials are guaranteed for a period of one (1) year from the date of completion, excluding normal wear and tear.

## **SECTION XI**

### **Authorization**

The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

## **SECTION XII**

### **Assignment of Contract**

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by the Contractor without the written permission of the District.

2. Any attempted assignment or delegation by Contractor shall be void wholly, and ineffective totally, for all purposes, unless made in the conformity with this Section.

## **SECTION XIII**

### **Waiver**

No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved.

## **SECTION XIV**

### **Termination**

The performance of Services may be terminated in whole or in part by the District Manager in accordance with this provision and may be revised by the Board.

## **SECTION XV**

### **Modifications and Recordings**

This Agreement can be modified or rescinded only by a writing signed by both Parties to the Agreement or their duly authorized agents.

## **SECTION XVI**

### **Payment for Services Procedure**

1. The Contractor shall deliver to the District Manager an Application for Payment in such form and with such detail as the District Manager requires.

2. The District Manager on behalf of the District shall pay the Contractor its Fee plus additional fees in connection with Work Authorizations, if any.

3. The District, through its Manager, reserves the right to require itemized documentation to verify the amount owed as prescribed in the Application for Payment. If documentation is required to verify the Contractor's Application for Payment, then payment by the District Manager on behalf of the District will take place on the 30th day of the calendar month in which both the Application for Payment and the itemized documentation are received by the District through its Manager.

4. Any change orders are discouraged and subject to District Board approval and any District change order policy.

## **SECTION XVII**

### **Adjustment of Services**

1. The District reserves the right to reduce any portion of the Contractor's Scope of Services, or amend any work Authorization, as agreed upon by this Agreement.

2. In such event that an adjustment is deemed necessary, the District shall be entitled to a fee reduction proportionate to the negotiated Total Fee determined within this Agreement.

## **SECTION XVIII**

### **Advertising**

1. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the District or the name of "Harmony" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.

2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of the Contractor's services.

3. This advertising prohibition shall extend to any use of "Harmony," or the District, in any other manner whatsoever, whether specifically mentioned above or not.

## **SECTION XIX**

### **Waiver**

Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

## **SECTION XX**

### **Final Payment**

1. The Contractor's acceptance of the final payment under this Agreement, or the acceptance of the final payment upon early termination hereof, shall constitute a full and complete release of the District and District Manager from any and all claims of the Contractor.

2. The claims upon which the District is released includes, but may not be limited by, any demands and causes of action whatsoever which Contractor may have against the District in any way related to the subject matter of this Agreement.

3. Upon receipt of final payment from the District Manager, the Contractor shall, as a condition precedent to receipt of final payment, submit to the District a fully and properly executed general Release.



4. Neither the District's or District Manager's review, approval, acceptance of payment, nor lack of payment for any of the Services required under this Agreement shall be construed as a waiver of any rights, under this Agreement or act as a waiver to any cause of action arising out of the performance of this Agreement.

5. The Contractor shall be and remain liable to the District in accordance with law for all damages to the District caused by the Contractor's performance, or lack of performance, of any of the Services furnished, or agreed upon, pursuant to this Agreement.

## **SECTION XXI**

### **Enforcement of Agreement**

In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

## **SECTION XXII**

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the Parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid or alter substantially the benefits of the Agreement for either of the Parties.

2. The rights and remedies of the District provided for under this Agreement are in addition to any other rights and remedies provided by law.

3. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

4. Written notices required to be given under this Agreement shall be deemed given when received by the District through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Harmony Community Development District  
Attention: Bob Koncar, District Manager  
Severn Trent Management Services,  
175 Hampton Point Drive, Suite 4,  
St. Augustine, Florida 32092

Young Qualls, P.A.  
216 South Monroe St  
Tallahassee, Florida 32301  
ATTN: Timothy R. Qualls

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
DISTRICT MANAGER

\_\_\_\_\_

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

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its November, 2017 regular meeting.

**6B.ii.**

# Harmony Community Development Employee Policy

## TABLE OF CONTENTS

<b><u>Topic</u></b>	<b><u>Page Number</u></b>
Table of Contents .....	1
<b>I. ORGANIZATIONAL OVERVIEW</b>	
A. Relationship Between Harmony CDD, the District Manager, Field Services Staff, and FRM.....	3
B. Organizational Chart.....	3
<b>II. MAJOR EMPLOYMENT LAWS</b>	
A. Americans with Disabilities (ADA) .....	3
B. Equal Employment Opportunity (EEO) .....	4
C. Fair Labor Standards Act (FLSA) .....	4
D. Florida Civil Rights Act (FCRA) .....	4
E. Veterans' Preference.....	5
F. Florida Whistle-Blower's Act.....	5
<b>III. EMPLOYMENT POLICIES</b>	
A. New Hires .....	5
B. Open Door Policy .....	6
C. Performance Review Policy.....	6
D. Terminations.....	6
E. Exit Interview .....	7
<b>IV. COMPENSATION</b>	
A. Job Descriptions .....	7
B. Compensation for Hours Worked .....	7
C. Raises .....	8
D. Benefits .....	8
<b>IV. ATTENDANCE AND LEAVE</b>	
A. Attendance .....	8
B. Work Schedules .....	8

C. Employee Attendance Records .....	9
D. Holidays.....	9
E. Accrued Leave .....	9

## **V. GENERAL INFORMATION**

A. Personal Appearance/Dress Code .....	10
B. Smoking Policy .....	10
C. Safe Use of Cellular Phones.....	10
D. Personal Property.....	11
E. District Property .....	11
F. Jury/Civic Duty.....	11
G. Severe Weather.....	11
H. Solicitations/Distributions.....	11

## **VI. EMPLOYEE RELATIONS**

A. Drug Free Workplace .....	12
B. Harassment .....	12

## **APPENDIX A: EMPLOYEE ACKNOWLEDGMENT OF RECEIPT FORM**

## **APPENDIX B: FRM EMPLOYMENT AGREEMENT**

## **APPENDIX C: HARMONY CDD ORGANIZATIONAL CHART**

## **APPENDIX D: JOB DESCRIPTIONS AND SALARY RANGES**

## **APPENDIX E: EXIT INFORMATIONAL SURVEY**

## **APPENDIX F: FRM EMPLOYEE EVALUATION FORM**

## **APPENDIX G: FRM DISCIPLINARY AND TERMINATION FORMS**

## **APPENDIX H: LEAVE REQUEST FORM**

## **I. ORGANIZATIONAL OVERVIEW**

### **A. Relationship Between Harmony CDD, the District Manager, Field Services Staff, and FRM**

Harmony Community Development District is a special purpose local government established under Chapter 190, Florida Statutes. The single and special purpose of the Harmony CDD is to manage the works of the District.

The District has a Board of Supervisors that is authorized to exercise all of the powers granted to the District by law. § 190.006, Fla. Stat.

Harmony also is required by law to contract with a District Manager who shall manage the works of the District. § 190.007(1), Fla. Stat. Harmony's current District Manager is Robert Koncar with Severn Trent Services.

The Field Operations Manager answers to the District Manager, who answers to the Harmony CDD Board of Supervisors. The Field Operations Manager supervises all CDD Field Services Staff.

The District, through the District Manager, has entered into a co-employment relationship with Florida Resource Management ("FRM"). Under this relationship, FRM's responsibilities include: 1) payroll processing, and 2) providing worker's compensation coverage and claims handling. New employees are required to sign an employment agreement with FRM. This agreement is set forth in Appendix B. Although FRM is considered an employer for these purposes, it is the District, through the District Manager, that maintains direction and control over the workplace and supervises all day-to-day work and activities of the employees. Employees' first line of contact for any employment related questions or issues should be through the Field Operations Manager or the District Manager and not FRM.

### **B. Organizational Chart**

See Addendum C for the Harmony CDD Organizational Chart.

## **II. MAJOR EMPLOYMENT LAWS**

### **A. Americans with Disabilities Act (ADA)**

The ADA is the federal law which prohibits discrimination against qualified applicants or employees with a disability. It also requires that such persons be provided "reasonable accommodation" to participate in the job application and selection process or, if employed, to perform the "essential functions" of their job, if such accommodation can be provided by the employer without "undue hardship." If employees have questions or concerns about who is covered and whether employees

qualify for a special accommodation, contact the District Manager, Severn Trent, at 407-566-1935.

## **B. Equal Employment Opportunity (EEO)**

EEO refers to federal laws, regulations, and policies prohibiting discrimination in employment practices. Harmony Community Development District complies with these laws by assuring each applicant and employee equal opportunities without regard to that person's race, color, gender, religion, age, creed, national origin, marital status, disability, or political opinions/affiliations. Except as otherwise provided by law, the District also assures equal opportunity in recruitment, appointment, training, promotion, demotion, compensation, retention, discipline, separation, or other employment practices to any person who is an applicant or employee, including persons with disabilities.

Employees who feel they have been discriminated against should contact the District Manager, Severn Trent, at 407-566-1935 and then contact the EEO Officer or the Florida Commission on Human Relations for more detailed information at (850) 488-7082, or visit their website at <http://fchr.state.fl.us/>.

## **C. Fair Labor Standards Act (FLSA)**

The FLSA is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular hourly rate of pay) for all hours worked over 40 hours in a workweek. Employees not covered by the FLSA are referred to as "exempt" and to those who are covered by the FLSA minimum wage and overtime provisions are referred to as "non-exempt."

The 40-hour workweek is the work period (also called FLSA period) for most non-exempt employees. Exempt employees are not eligible for overtime pay under the FLSA. However, under certain circumstances they may receive leave credits or straight-time pay, depending on the pay plan and level of their position, for work beyond their scheduled work hours. The work period for exempt employees is always the same as their pay period. That is, for biweekly employees it covers an 80-hour period that falls between specific biweekly start dates and end dates.

If employees are not sure whether they are an exempt or non-exempt employee under the FLSA and whether employees work period is the 40-hour workweek, an extended work period, or the same as employees pay period, they should ask their supervisor.

## **D. Florida Civil Rights Act (FCRA)**

Section 760.05, Florida Statutes, provides that the Florida Commission on Human Relations (FCHR) shall promote and encourage fair treatment and equal

opportunity for all persons regardless of race, color, religion, sex, national origin, age, handicap, or marital status and mutual understanding and respect among all members of all economic, social, racial, religious, and ethnic groups; and shall endeavor to eliminate discrimination against, and antagonism between, religious, racial, and ethnic groups and their members. The mission of the FCHR is to prevent unlawful discrimination by ensuring people in Florida are treated fairly and are given access to opportunities in employment, housing, and certain public accommodations; and to promote mutual respect among groups through education and partnerships.

For more detailed information, please contact the FCHR at (850) 488-7082 or visit their website at: <http://fchr.state.fl.us>.

#### **F. Veterans' Preference**

Chapter 295, F.S., sets forth the requirements for public employers to provide preferences in employment, retention, and promotion to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals.

An overview by the Department of Veterans' Affairs on veterans' preference can be found at: [http://floridavets.org/?page\\_id=62](http://floridavets.org/?page_id=62). Additional information on veterans' preference is provided by the Department of Management Services at: [http://www.dms.myflorida.com/workforce\\_operations/human\\_resource\\_management/for\\_state\\_personnel\\_system\\_hr\\_practitioners/recruitment\\_and\\_selection](http://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/recruitment_and_selection)

#### **G. Florida Whistle-Blower's Act**

This Act prevents public employers or their independent contractors from taking retaliatory action against an employee who reports to an appropriate agency violations of law on the part of a public employer or independent contractor, as defined in section 112.3187(3)(d), Florida Statutes, that creates a substantial and specific danger to the public's health, safety or welfare. It also prevents public employers or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

Violations of this act should be reported in accordance with section 112.3187, F.S. Any employee who has a complaint should immediately contact the Field Operations Supervisor, the District Manager, Office of the Inspector General, the EEO Officer, and/or the People First Service Center.



### **III. EMPLOYMENT POLICIES**

#### **A. New Hires**

Harmony Community Development District, through FRM, hires only U.S. citizens and lawfully authorized alien workers. As required by federal law, new hires must present documentation of employment authorization within three days of employment and employees with work visas that have an expiration date must provide continued proof of a valid visa or work authorization or face termination. Harmony CDD residents will have preference in the hiring process.

#### **B. Open Door Policy**

Anytime an employee needs to discuss concerns related to their job they should go to the Field Operations Manager or District Manager. All matters discussed will be kept confidential to the extent possible and no reprisal of any kind will be taken against anyone. Sometimes this may be regarding an employee's performance review or disciplinary action. Sometimes it may be suggestions to improve the office or a problem with another employee. No matter the situation, the Field Operations Manager or District Manager will likely be able to correct the problem or clear up the misunderstanding on a face-to-face basis.

Resolving matters may require bringing in other employees if they are a part of the problem or concern. If the employee or the Field Operations Manager or District Manager deems it necessary, either or both may bring in a witness.

It is the intent of the District to review all concerns and/or complaints and make every effort to give them complete, careful, and fair consideration.

#### **C. Performance Review Policy**

Performance reviews provide a means for discussing, planning, and reviewing the performance of each employee. Regular performance reviews: 1) help employees clearly define and understand their responsibilities; 2) provide criteria by which employees' performance will be evaluated; 3) suggest ways in which employees can improve performance; and 4) provide a fair basis for awarding compensation based on performance.

During the employee's first year, performance reviews will be performed every 3 months. Following the first year, performance reviews will be performed annually.

The performance review will be performed according to the criteria on the FRM Employee Evaluation Form contained in Appendix F.

## **D. Terminations**

Termination is defined by category and action to be taken as follows:

Resignation - when the termination is voluntary on the part of the employee, a two-week notice, in writing, is expected. Employees shall have a right to terminate their employment at any time.

Three (3) consecutive days of absence without notice to appropriate management is considered resignation without notice.

Release - this is a termination that results during the probationary period when it has been demonstrated to the District that the employee may not be suited for the type of work or may lack the qualifications necessary to perform the position.

Lay-off - results when no work is available for the employee. In event of a lay-off, the employee shall receive pay in lieu of vacation not taken.

Retirement – an employee may retire upon notifying the District no less than thirty (30) days prior to the proposed retirement date. Provided such notice has been given, the employee shall receive pay in lieu of vacation not taken.

Discharge – The District reserves the right at any time to terminate employment with or without cause. An employee who is discharged is usually not subject to rehire. In case of discharge, an employee will not receive any vacation pay or other accrued non-wage benefits unless mandated by law. Employees are encouraged to complete the attached exit informational survey attached as Appendix E.

## **E. Exit Interview**

Exit interviews are used to collect feedback from employees who separate to promote continuous quality improvement. Employees have the right to an exit interview with the District Manager. If employees desire an exit interview, please contact the District Manager.

# **IV. COMPENSATION**

## **A. Job Descriptions**

Job Descriptions are contained in Appendix D.

## **B. Compensation for Hours Worked**

Starting wages are offered on a competitive basis commensurate with experience and breadth of position offered as established in the attached Addendum D.

Special licenses, if required for the employee's position, are paid for by the District and merit a wage increase. Said increase anticipates that employees will maintain the special license and continue in the position that the employee had when obtaining the license.

Information regarding pay and salary ranges is also contained in Addendum D.

### **C. Raises**

All positions are subject to a 90-day probationary period; if satisfactorily completed, most positions are provided a modest wage increase. Employees may be entitled to an annual pay increase subject to the discretion and approval of the Board of Supervisors.

The Field Operations Manager may be granted a longevity and/or performance increase subject to the discretion and approval of the District Manager and Board of Supervisors.

### **D. Benefits**

Employees may be entitled to health, dental and vision benefits once they have completed their 90-day probationary period. Coverage for the employee is provided at no cost. Spouse and/or family coverage is available, but the employee must pay the full cost of that additional coverage through a payroll deduction. For more information on benefits, please contact the Field Operations Manager. If an employee elects not to receive benefits through the District, the employee may be subject to an additional compensation package.

## **V. ATTENDANCE AND LEAVE**

### **A. Attendance**

Employees are required to be present on their assigned jobs for the total hours in the established workday or work period unless their supervisor authorizes absence from duty. Employees who expect to be absent from work for any reason should request approval from their supervisor as much in advance as possible. Vacation requests will be handled on a first-come, first-serve basis. When an employee will be late to or absent from work, the supervisor is to be notified by phone. Absences without authorization will result in leave without pay and may be cause for disciplinary action, up to and including dismissal.

### **B. Work Schedules**

Standard business/office hours are from 7 a.m. to 7 p.m., seven days a week. Seasonal changes may be implemented from time to time that may affect the standard schedule. However, employees are only expected to work 40 hours per week. Staff will

rotate responsibility for weekend shifts. Regular days off can only occur in the following cycles: Friday-Saturday or Sunday-Monday.

Two rest breaks of 15 minutes each may be taken during an eight-hour shift. The Field Operations Manager or his assistant must be notified before and after the lunch and rest breaks. Breaks are to be observed according to the procedures of the work unit to which the employee is assigned, and breaks may not be combined or accumulated to cover a late arrival, early departure or extended lunch. Lunch breaks should be taken at the employee's own initiative between 11:30 A.M. and 2:00 P.M.

If an employee must leave the jobsite (District systems and facilities) for any reason, the employee must inform the Field Operations Manager.

### **C. Employee Attendance Records**

The Field Operations Manager will record and maintain timesheets for all staff.

### **D. Holidays**

The following are holidays upon which Harmony CDD will be closed:

- New Year's Day — January 1
- Memorial Day — Last Monday in May
- Independence Day — July 4
- Labor Day — First Monday in September
- Thanksgiving Day — Fourth Thursday in November
- Christmas Day — December 25

The following are additional holidays upon which Harmony CDD may be closed (floating holidays):

- Easter
- Day after Thanksgiving
- Christmas Eve

Employees will be credited a maximum of 8 hours of pay on these holidays. If an employee is scheduled to work on a holiday, the employee will receive regular pay for the hours worked that day as well as an additional 8 hours holiday pay.

### **E. Accrued Leave**

Accrued leave includes sick leave and annual leave which is used to provide periods of rest, relaxation, vacation, and to conduct personal business. Before taking annual leave, the employee must submit a request for supervisor approval. Annual leave may be denied if the employee's absence would adversely affect the work unit.

Annual leave taken on weekend shifts (Friday, Saturday, Sunday, or Monday) must be specifically approved by the Field Operations Manager.

After the 90-day probationary period and up to 1 year of service, new employees will accrue leave at a rate of 6 hours per month. After the employee's 3-year anniversary, the employee will accrue leave at a rate of 10 hours per month. After the employee's 5-year anniversary, the employee will accrue 12 hours per month. These hours include sick, personal, and vacation accruals.

Accrued leave hours are use-it or lose-it and will reset each year on October 1st, which is the beginning of the District's fiscal year. That is to say, if any employee has accrued leave hours that are not taken by October 1st, they will be forfeited.

An employee who is absent without authorization will be placed on leave without pay and may be subject to appropriate disciplinary action, up to and including dismissal.

Leave may be subject to advanced approval of the Field Operations Manager. Employees should fill out the Leave Request Form contained in Appendix H.

## **VI. GENERAL INFORMATION**

### **A. Personal Appearance/Dress Code**

Employees are expected to be neat and clean in appearance and dress appropriately for public contact. No camouflage clothing will be permitted. Employees must wear the Harmony CDD Field Operations shirt with jeans, solid cargo pants, or solid shorts.

### **B. Smoking Policy**

Smoking or vaping is not permitted when employees are working in vicinity of Harmony Residents.

### **C. Safe Use of Cellular Phones**

The District promotes safe use of any cellular phones by encouraging drivers to follow common sense tips to ensure their wireless phone is not a distraction. It is even more important to pay attention to the road and make driving safety the employee's first priority; do not use a cellular phone when driving. Stop at a safe location to answer calls or text messages. Driving while texting is against the law and law enforcement officers are authorized to stop motor vehicles and issue citations as a secondary offense to persons who are texting while driving. It will also result in a verbal warning from the Field Operations Manager.

Abuse or over-use of personal phones or private use of the CDD phone will result in a verbal warning. Continued violations following a verbal warning may be cause for additional disciplinary action, up to and including dismissal.

#### **D. Personal Property**

The District cannot assume responsibility for the loss or theft of employees' personal property or valuables. Employees are encouraged to keep such property in a safe place.

#### **E. District Property**

District vehicles and other property are only to be used for District purposes.

#### **F. Jury/Civic Duty**

If employees are subpoenaed for involuntary jury duty, or as a witness in a court of law, employees must notify the District as soon as possible of the time and place employees are to serve. Employees must provide the District with a copy of employees subpoena or other court order.

An employee shall receive full pay for any absence from work necessary to serve on a jury, provided, however, any compensation received for said service or attendance, other than mileage, shall be given to the District. Any employee who is dismissed from jury duty prior to noon shall return to work for the afternoon session.

If the employee fails to return to work as required, then he shall submit an annual leave slip and the time off will be charged to his annual leave. Any employee who is required to attend court on his day off is exempt from the reimbursement procedure.

#### **G. Severe Weather Conditions**

The District is concerned with the safety of its employees regarding the transportation to and from work during inclement weather. Employees should use their best judgment in determining whether it is safe to report to work during hurricanes, floods, tornadoes, or other inclement weather. Employees are responsible for contacting the Field Operations Manager to find out opening and closing hours during such circumstances. If employees cannot make it to work on time, the employee must call the Field Operations Manager as soon as possible, to let him/her know when the employee will be able to arrive at work. If inclement weather occurs during the work day, employees are to report to the Field Operations Manager's office and wait for the weather to pass before returning to work.

## **H. Solicitations/Distributions**

Solicitations and distribution can put undue pressure on employees and interfere with work activities. Therefore, the following shall apply to solicitations or distribution of literature.

There will be no solicitation or distribution of literature during working time or at any time in working areas.

Solicitations which are forbidden include, but are not limited to, solicitations for magazines or periodicals, subscriptions, memberships in organizations, and political contributions.

Distributions which are forbidden include, but are not limited to, political or religious literature, advertising brochures, and packages of materials, leaflets, or information bulletins.

Strict compliance with this rule is required of all employees. Violation of this rule will be grounds for discipline, up to and including discharge.

## **VII. EMPLOYEE RELATIONS**

### **A. Drug-Free Workplace**

The District acknowledges that drug use has serious adverse effects in the workplace resulting in lost productivity and poses a threat to public health and safety. Maintaining a healthy and productive workforce with safe working conditions free from the effects of drugs decreases the occurrence of injuries on the job, absenteeism and theft, and promotes employee morale.

The Drug-Free Workplace Act promotes the goal of drug-free workplaces within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

Section 112.0455, F.S., identifies and defines the types of authorized drug testing: job applicant testing, routine fitness for duty testing, follow-up testing, random testing, and reasonable suspicion drug testing. Random testing and job applicant testing are currently carried out only under separate, specific legislative authorization. "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience. A job applicant is defined in section 112.0455, F.S., as "a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test." To learn more about the other types of drug-testing, review [section 112.0455](#), Florida Statutes.

All employees are expected to adhere to the District's standards of conduct concerning the possession and/or use of drugs or alcohol while on duty or while in or on District property. Violations of this policy will result in disciplinary action up to and including dismissal.

## **B. Harassment**

The District has a strict policy against discrimination and harassment in the workplace. It is expected that all employees will interact fairly and honestly with one another to ensure that the work environment is free of intimidation and harassment.

The District is committed to providing all job applicants and employees with an environment free of discrimination and unlawful harassment. Actions, words, jokes, or remarks based on an individual's sex, race, ethnicity, age, religion, physical impairment, or any other legally protected characteristic will not be tolerated. This policy also prohibits harassment in any form, including verbal, physical, and visual harassment.

Unwelcome sexual conduct, such as sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when it is made as a term or condition of employment or, unwelcome sexual conduct, which creates an intimidating, hostile, or offensive work environment will not be tolerated.

Any employee who believes a co-worker, member of management, or agent of the District has unlawfully harassed him/her should promptly report the matter to District Manager. Employees can raise concerns and make reports without fear of reprisal.

The District will make every effort to ensure that complaints of harassment are resolved promptly and effectively. All actions taken to resolve complaints of harassment through investigations shall be conducted confidentially to the extent possible.

Similar actions of harassment directed towards residents and/or visitors of the District by employees are also prohibited and will not be tolerated. Employees are expected to be courteous and respectful of residents and visitors at all times. Any reports regarding such behavior will be promptly investigated.

Any employee after appropriate investigation, who is found to have engaged in the harassment of an employee, resident, or visitor, will be subject to disciplinary actions, up to and including discharge.



## APPENDIX A

## ACKNOWLEDGMENT OF RECEIPT

I acknowledge receipt of the Harmony Community Development District Employee Handbook. I accept my responsibility to read and understand this handbook, including the District's policy on discipline and standards of conduct. I understand the topics discussed in this handbook represent the general policies of the District and that the District may impose additional requirements, depending upon the nature of my position.

Employee Name: \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

---

## APPENDIX B



### AGREEMENT

I, THE UNDERSIGNED EMPLOYEE, IN CONSIDERATION OF MY HIRING BY FLORIDA RESOURCE MANAGEMENT, LLC ("FRM") AS AN AT-WILL LEASED EMPLOYEE OF FRM, ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- I have been hired as an at-will employee of FRM which is an employee leasing company
- There is no contract of employment which exists between me and the client to which I have been assigned, nor between FRM and me and FRM have no liability with regard to any employment agreement.
- I understand and agree that either FRM or I can terminate our employment relationship at any time as I am an at-will employee of FRM.
- I further understand and agree that continued employment with the client to which I have been assigned is an essential requirement for employment with FRM and that if my employment with the client to which I have been assigned ends, my employment with FRM will also immediately end at that time.
- I also agree that while I am a leased employee of FRM, if FRM does not receive payment from client for services which I perform as a leased employee, FRM will still pay me the applicable minimum wage (or the legally required minimum salary) for any such pay period, and I agree to this method of compensation.
- I understand and agree that FRM has no obligation to pay me any other compensation or benefit unless FRM has specifically, in a written agreement with me, adopted the client's obligation to pay me such compensation or benefit.
- I understand that the client to which I am assigned at all times remains obligated to pay me my regular hourly rate of pay if I am a non-exempt employee and to pay me my full salary if I am an exempt employee even if FRM is not paid by the client to which I am assigned.
- I understand and agree that FRM does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, profit sharing, vacation, sick, or other paid time off pay, or for any other payment, where payment for such items has not been received by FRM from the client to which I am assigned.
- In recognition of the fact that any work related injuries which might be sustained by me are covered by state workers' compensation statutes, and to avoid the circumvention of such state statutes which may result from suits against the customers or clients of FRM or against FRM based on the same injury or injuries, and to the extent permitted by law, **I hereby waive and forever release any rights I might have** to make claims or bring suit against any client or customer of FRM or against FRM for damages based upon injuries which are covered under such workers' compensation statutes.
- I also agree to comply with any drug testing policy which FRM may adopt, and I specifically agree to post-accident drug testing in any situation where it is allowed by law.
- In addition, I also agree that if at any time during my employment I am subjected to any type of discrimination, including discrimination because of race, sex, age, genetic information, religion, color, retaliation, national origin, handicap, disability, or marital status, or if I am subjected to any type of harassment including sexual harassment, I will immediately contact an appropriate person of the client company to which I have been assigned. In most instances, this appropriate person will be the president of the client company. Should I choose not to contact the client company for any reason, I may contact FRM human resources director at \_\_\_\_\_ in order to obtain assistance in the resolution of such matters. I understand and agree FRM does not have actual control over my workplace and as such, is not in a position to end or remediate any discrimination, harassment, or retaliation which may be occurring. The responsibility to resolve and/or end such inappropriate conduct rests with the client company; however, FRM will attempt to facilitate a resolution.
- I understand and agree that if I am accepted as a leased employee of FRM, I am expressly prohibited from performing any work outside the state of Florida for client during my status as a leased employee except as is allowed pursuant to the workers' compensation policy provided to me by FRM or except as may be allowed in writing by FRM and FRM workers' compensation carrier. If I work outside the state of Florida for client without first securing this approval, I understand that, I will not be a leased employee of FRM and may not be provided workers' compensation benefits through FRM or FRM workers' compensation carrier. My leased employment with FRM will be considered immediately terminated upon commencement of my trip outside the state of Florida to perform work for client where prior approval has not been received as set forth herein.

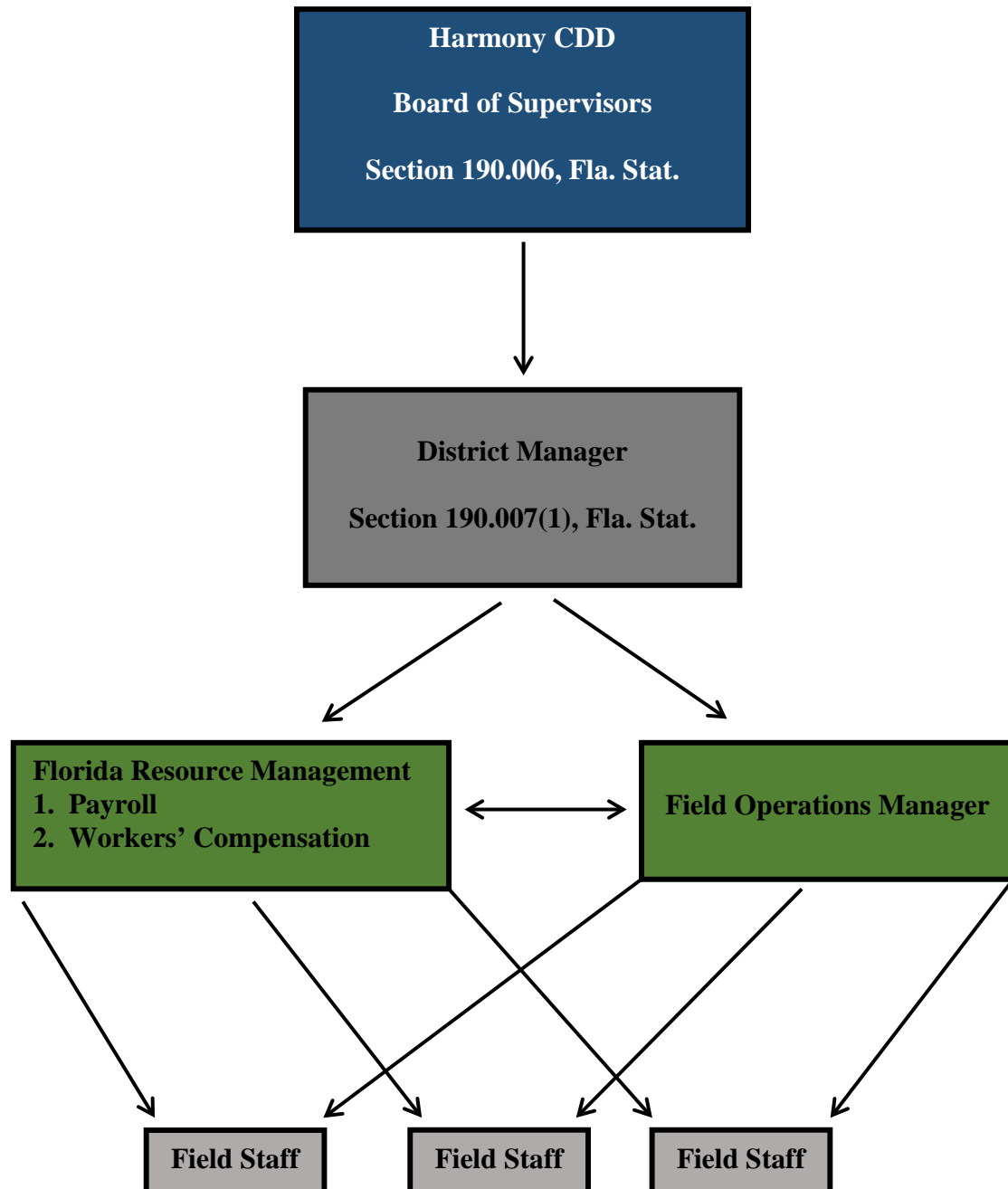
\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

## APPENDIX C

# ORGANIZATIONAL CHART

Harmony CDD



## APPENDIX D

**CDD Field Services**  
**Field Operations Manager Job Description**

Responsibilities and requirements include:

- Hiring and training of new staff
- Performance monitoring and evaluations
- Monitoring existing projects
- Planning day-to-day operations
- Managing Bi-weekly Payroll and Benefits Packages
- Manage budget and coordinate materials to ensure ongoing operations
- Analyzing workload
- Planning, attending and following-up after CDD Board of Supervisors meetings
- Arranging for maintenance & repair of fleet of vehicles/equipment to minimize downtime
- Ongoing cross-training to be proficient in all tasks to fill-in for absent employees as needed
- General administrative duties to ensure employees are working effectively and efficiently
- Managing and controlling the resident Pool Access ID Card System
- Administrating the Online Resident Boat Reservation System
- Controlling and managing the Rain Bird Maxicom Irrigation System
- Maintaining the Door King Access System for pools and Buck Lake
- Required 24/7 availability in case of emergencies

**CDD Field Services**  
**Aquatics/Custodial Manager Job Description**

Responsibilities and requirements include:

- Required Certification: Certified Pool Operator.
- For all water bodies open to the Harmony public: Ensure all chemical balances and safety guidelines are within FDOH specifications
- Daily clean and deep clean all public and inside pool restrooms on CDD property
- Performing maintenance on restroom plumbing
- Cleaning and repairing pool furniture
- Monitoring safety and rules in all areas within the Harmony pools and splash pad
- Conducting pool ID checks
- Blow off the pool decks and splash pad daily



- Maintaining splash pad and pool equipment, (i.e., changing filters and performing minor repairs)
- Opening and closing the pools by procedure
- All other duties required in the changing environment of the CDD Field Services

### **CDD Field Services Dock Master Job Description**

Responsibilities and requirements include:

- Maintain the cleanliness and safety of the Buck Lake Dock and Boathouse
- Responsible for the entire reservation process on a day-to-day basis.
- Responsible for keeping up the maintenance of equipment and Boats/Kayaks/Canoes.
- Will receive basic cross-training on all facets of CDD Field Services.
- All other duties required in the changing environment of the CDD Field Services

### **CDD Field Services Pond Master Job Description**

Responsibilities and requirements include:

- Required Certification: Florida Aquatics Pesticide/Herbicide Certification
- Performing overall maintenance of all Harmony Ponds
- Providing a monthly pond report to the Field Operations Manager
- Keeping record of and updating all MDS sheets
- Ordering required chemicals
- Maintaining all equipment required for spraying ponds
- Safely storing all chemicals used on ponds
- Applying chemicals to ponds, as needed

### **CDD Field Services Irrigation Job Description**

Responsibilities and requirements include:

- Performing installation, maintenance and repair *of all irrigation systems*

- Operating small power equipment and hand tools to install, maintain and repair irrigation systems and related components including irrigation lines, sprinkler heads, control panels, valves, etc.
- Possessing a basic knowledge of the Rain Bird Maxicom System and its functions
- Will receive basic cross-training on all functions of CDD Field Services
- All other duties required in the changing environment of CDD Field Services

### **CDD Field Services Floater Job Description**

Responsibilities and requirements include:

- Maintaining and emptying dog potty stations throughout the week
- Performing minor custodial work
- Maintaining all sidewalks, including power washing and grinding.
- Maintaining the cleanliness of the 192 median (i.e., removing road debris, etc.)
- Filling in for Dock Master 2 days a week, when necessary
- Performing play area safety and maintenance checks
- Replenishing gas for vehicles and water for CDD Field Services Staff
- Working on special projects, as needed
- Will receive basic cross-training on all aspects of CDD Field Services
- All other duties required in the changing environment of CDD Field Services

## **CDD Field Services Payscale and Salary Information**

### **Field Operations Manager:**

- Salaried, \$40-60K per year, not including discretionary bonuses.

### **All Field Services Position:**

- Hourly, starting rate will generally be between \$11.50-13.00/hour, depending on qualifications and experience.
- Modest increase of \$0.50/hour is generally provided following completion of the 90-day probationary period.
- Maintaining special certifications required for a position warrants a \$1.00/hour increase.
- Discretionary annual bonuses may be provided.

## APPENDIX E

CONFIDENTIAL

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

Supervisor: \_\_\_\_\_

1. How did you learn about the job opening for your current position?
2. Why did you accept that job offer versus another?
3. Were the duties and demands of your job (i.e. maintaining the works of the District) described accurately during the interview process?
4. Were you given training to perform the job? How would you assess the quality of that training? What are some of the areas for improvement?
5. Were your own expectations for the job met?
6. Describe the workplace environment.
7. Were there any special problem areas within the works of the District (the systems, facilities, parks and recreation, etc.)?
8. What improvements can you suggest to your job (to make it easier, more challenging and more interesting)?
9. Were you and your supervisor able to work together effectively?
10. What kind of feedback did you receive from your supervisor and how frequently?
11. How could your supervisor have helped you more on the job?
12. How would you describe your supervisor's management style?

13. How would you describe the management style of the District Manager?
14. What do you like most about working here?
15. What do you like the least about working here?
16. What do you feel good about accomplishing in your job and in your time here?
17. What factors contributed to your decision to leave? What might have been done to prevent you from leaving?
18. What makes your new job more attractive than your present job?
19. What are your general feelings about working for this CDD?
20. Would you consider returning to this CDD if a position were available in the future?

## APPENDIX F

## EMPLOYEE EVALUATION

Employee Name: \_\_\_\_\_

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

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

Manager: \_\_\_\_\_

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

Department: \_\_\_\_\_

Year Hired: \_\_\_\_\_

Hourly Rate: \_\_\_\_\_

Raise Approved: Yes ☐ No ☐

New Hourly Rate: \_\_\_\_\_

BEHAVIOR	ASSESSMENT				COMMENTS
	Role Model Outstanding	Highly Effective	Effective	Needs Improvement	
Adaptability					
Communication					
Customer Service					
Interpersonal Skills					
Judgment					
Personal Account- Ability/Ownership					
<b>JOB PERFORMANCE</b>					
Quality of Work					
Quantity of Work					
Job Knowledge					
Dependability					
Initiative					
Organizational Skills					
<b>ATTENDANCE</b>					
Absences					
Tardiness					

Overall Rating (Check One):

☐ Outstanding

☐ On-Target Performance

☐ Strong Performance

☐ Action Needed

Employee Signature: \_\_\_\_\_ Supervisor Signature: \_\_\_\_\_



## APPENDIX G

## EMPLOYEE WARNING REPORT

**-CONFIDENTIAL-**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Client Company Name: \_\_\_\_\_ Violation Date: \_\_\_\_\_

Violation			
<input type="checkbox"/> Alcohol/Drug Abuse	<input type="checkbox"/> Attendance	<input type="checkbox"/> Attitude	<input type="checkbox"/> Carelessness
<input type="checkbox"/> Conduct	<input type="checkbox"/> Fighting	<input type="checkbox"/> Insubordination	<input type="checkbox"/> Personal Work
<input type="checkbox"/> Quality of Work	<input type="checkbox"/> Safety	<input type="checkbox"/> Tardiness	<input type="checkbox"/> Work Rules
<input type="checkbox"/> Other: _____			

**Company Statement:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)

**Employee Statement:**

- ☐ I agree with the company statement.
- ☐ I do not agree with the company statement.

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use additional sheets if necessary)

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Indicates receipt of written warning)

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## FLORIDA RESOURCE MANAGEMENT EMPLOYEE TERMINATION

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Name of Employee \_\_\_\_\_

Termination Effective Date \_\_\_\_\_

Supervisor Name \_\_\_\_\_

Reg. Hours to be paid on final check \_\_\_\_\_

Vacation Hours to be paid \_\_\_\_\_

### Reason for Termination:

#### Voluntary Resignation (Check one)

- ☐ Secured better position
- ☐ Dissatisfied (type of work)
- ☐ Dissatisfied (salary)
- ☐ Dissatisfied (supervisor)
- ☐ Dissatisfied (working conditions)
- ☐ Generally dissatisfied
- ☐ Retirement
- ☐ Returned to school
- ☐ Moving out of area
- ☐ Family or personal circumstances
- ☐ In Lieu of Discharge
- ☐ No Reason Given

#### Involuntary Termination (Check one)

- ☐ Absenteeism or Tardiness
- ☐ Failure to Meet Performance Expectations
- ☐ Insubordination
- ☐ Not qualified for the position
- ☐ Gross Misconduct
- ☐ Dishonesty or Theft
- ☐ Job abandonment
- ☐ Death
- ☐ Other

#### Lay Off:

☐ Lack of Work                      ☐ Job Eliminated

Reason for leaving (Supervisor's statement) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Eligible for Re-hire?                      ☐ Yes                      ☐ No

If no, Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

## APPENDIX H

## CDD Field Services Leave Request Form

Please submit this form for approval at least two weeks in advance of your preferred vacation/leave dates.

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

Employee Name: \_\_\_\_\_

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

Department: \_\_\_\_\_

Leave Days Earned: \_\_\_\_\_

Leave Dates Requested: \_\_\_\_/\_\_\_\_/\_\_\_\_ through \_\_\_\_/\_\_\_\_/\_\_\_\_

Returning: \_\_\_\_/\_\_\_\_/\_\_\_\_

Total Number of Days Requested: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Approval:

\_\_\_\_\_  
Field Operations Manager

\_\_\_\_\_  
Date

**6B.ii.a.**

**YOUNG QUALLS, P.A.**  
**ATTORNEYS AND COUNSELORS AT LAW**

*216 South Monroe Street  
Tallahassee, Florida 32301*

*Reply To:  
Post Office Box 1833  
Tallahassee, FL 32302-1833*

*Telephone: (850) 222-7206  
Facsimile: (850) 765-4451*

**MEMORANDUM**

To: Harmony Community Development District Board of Supervisors

From: Young Qualls, P.A.

Date: December 7, 2017

Re: FLSA Executive Exemption

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**Question Presented**

What does it mean for an employee to be an exempt/salaried position under the Fair Labor Standards Act ("FLSA")?

**Answer**

If an employee meets certain requirements, an employer does not have to pay that employee additional overtime compensation as generally required by the Fair Labor Standards Act. We believe that if the Board decides to make the Field Operations Manager position a salaried position, it would meet the requirement for the executive exemption.

**Legal Discussion**

The FLSA provides that employers must compensate employees at a rate of one and a half times their regular rate of pay for each hour worked in excess of forty hours per week. 29 U.S.C. § 207(a). There are, however, exemptions from the overtime pay requirement, which depend on the type of work performed by the employee. "Any

employee ‘employed in a bona fide executive, administrative, or professional capacity’ need not receive overtime compensation in accordance with the requirements of 29U.S.C. § 207(a).” Posely v. Eckerd Corp., 433 F. Supp. 2d 1287, 1298 (S.D. Fla. 2006) (quoting 29 U.S.C. § 213(a)(1)).

The executive exemption applies to any employee: “(1) compensated on a salary basis at a rate of not less than \$455 per week . . . ; (2) [w]hose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (3) [w]ho customarily and regularly directs the work of two or more other employees; and (4) [w]ho has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight.” 29 C.F.R. § 541.100(a).<sup>1</sup>

We believe that if the Board determines that the Field Operations Manager position should become a salaried position, the position would fall within the executive exemption. A salary commensurate with the Field Operation Manager’s current hourly rate of pay would be above the \$455 per week threshold. Additionally, we believe that the Field Operations Manager’s primary, that is, “most important” duty is management of the Harmony CDD Field Operations Staff. He customarily and regularly directs the work of two or more employees. Likewise, although he may not have the ultimate authority to hire, fire, or give promotions, we believe that the District Manager and the

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<sup>1</sup> There is a wealth of case law addressing the nuances of how these requirements apply to certain situations. The case law arises when salaried management employees sue their employers and argue that they did not meet these requirements for some reason. Should the Board have any specific questions regarding the application of any of these requirements, we would be happy to provide further analysis.



Board would give particular weight to his suggestions and recommendations when it comes to hiring, firing, discipline, and/or promotion decisions related to his staff.

Accordingly, if the Board decides to make the Field Operations Manager position a salaried position, it would qualify as an executive exempt position, meaning that the Board would not be required to comply with the overtime pay provisions of the FLSA as to that position. In other words, the Field Operations Manager would receive a predetermined salary in equal amounts on each paycheck that would not vary based on the number of hours worked during each pay period. The Field Operations Manager could still receive bonuses based on performance on top of the set salary, at the sole discretion of the Board.

**6C.**

**6Ci.**

## **November/December 2017**

### **Facility / Park Maintenance Activities**

- Routine cleaning activities – Including restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event
- Ongoing refurbishment park bench frames
- Routine check on Play areas for Wasp nests.
- Replaced 2 toddler swings at Lakeshore Park.
- Repaired entry ramp and removed graffiti at both Boardwalks Lakeshore park
- Replaced dog potty bin.
- Relocated dog potty bin on Butterfly Sidewalk
- Butterfly Sidewalk has been completed and approved. Waiting for trees.
- Park benches are treated and cleaned.
- Painted Swing poles Dog Park.
- Repaired Swing at the green neighborhood.
- Painting project for touch up Town square has started.
- Tree replacement Hurricane Irma pending.
- Sidewalk grinding project still in progress. Inside corridor is completed.

### **Ponds**

- See Pond reports.

### **Irrigation**

- All Clocks inspected & adjusted as needed.
- Maxicomm service from Rainbird requested for 3 Clocks. 1 clock repaired 2 still pending.

### **Pools Operations**

- Pools checked, chemically balanced and cleaned daily.
- Refurbishment Swim club scheduled for start January 10<sup>th</sup> until January 31<sup>th</sup>
- Replaced pool light Swim club with LED light.

### **Boat Maintenance**

- All propellers weekly checked and cleaned.
- Kayak Dock repair still pending.
- Replacement seats pending under warranty.
- 3 solo seats have been replaced on the 16 and 20 ft Pontoon .
- Added control protectors on the pontoon boats.
- Replaced 4 batteries on the 20 ft pontoon.

### **Buck Lake Activities**

- Boat Orientation held at the Dock, 9 attended.

### **Access Cards**

- Approximately 14 ID cards have been made this month.

End of report

**6C.ii.**

# HARMONY CDD

## Gerhard van der Snel

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Canoe	Kayak	Comments
11/15/2017	Donald Rice	7:30 - 10:30 AM			2		X					
11/15/2017	Mark Greetham	10:00 - 1:00 PM			4			X				
11/18/2017	Jason Lewis	9:00 - 12:00 PM			1				X			
11/18/2017	Danielle Borieo	10:00 - 1:00 PM			3			X				
11/18/2017	Paul O'Leary	10:00 - 2:00 PM			1						X	
11/19/2017	Robert Wood	7:30 - 10:30 AM		X	2	X						
11/19/2017	Donald Rice	7:30 - 10:30 AM		X	2		X					
11/19/2017	Mauricio Perez	8:00 - 10:00 AM		X	5			X				
11/19/2017	Jason Lewis	11:30 - 2:30 PM		X	2				X			
11/19/2017	Jack Forstberg	12:00 - 3:00 PM		X	4			X				
11/20/2017	Mark Greetham	9:00 - 11:00 AM	X		4	X						
11/20/2017	Michael Giberson	10:00 - 1:00 PM	X		3			X				
11/22/2017	neville pennington	7:30 - 10:30 AM			1				X			
11/22/2017	Chris Todd	10:00 - 11:30 AM			6	X						
11/24/2017	Martin Koerner	7:30 - 10:30 AM			8	X						
11/24/2017	Robert Wood	7:30 - 10:30 AM			2		X					
11/24/2017	neville pennington	7:30 - 10:30 AM			1				X			
11/24/2017	Brittany Spaeth	12:00 - 3:00 PM			6			X				
11/24/2017	Jason Lewis	12:30 - 3:30 PM			2				X			
11/25/2017	Jason Lewis	9:00 - 12:00 PM			1				X			
11/25/2017	Roberto Silva	9:30 - 12:00 PM			6			X				
11/25/2017	Jennifer Santana	10:00 - 1:00 PM			8	X						
11/26/2017	Donald Rice	7:30 - 10:30 AM		X	3		X					
11/26/2017	Michael Goodhue	8:00 - 11:00 AM		X	3				X			
11/26/2017	Le Drake	9:00 - 12:00 PM		X	2	X						
11/26/2017	Rodrigo Mella	3:00 - 4:00 PM		X	6			X				
11/27/2017	Rodrigo Mella	8:00 - 10:00 AM	X		4			X				
11/27/2017	Le Drake	9:00 - 12:00 PM	X		2	X						
11/29/2017	D Rachel Garwood	7:30 - 10:30 AM			3		X					
11/29/2017	neville pennington	7:30 - 10:30 AM			1				X			
11/30/2017	neville pennington	8:00 - 11:00 AM			1				X			
			7	14	131	13	6	12	16	0	1	
			<b>Total</b>									
			<b>Passengers: 131</b>									
			<b>Total Trips: 48</b>									

Date	Resident	Time	M W Th	F S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Canoe	Kayak	Comments
11/30/2017	Daniel Drake	8:30 - 11:30 AM			2	X						
12/1/2017	Jason Lewis	10:00 - 1:00 PM			1				X			
12/2/2017	Daniel Drake	8:30 - 11:30 AM			2	X						
12/2/2017	Jason Lewis	10:00 - 1:00 PM			1				X			
12/2/2017	Paul Mier	2:30 - 3:30 PM			2			X				
12/3/2017	Donald Rice	7:30 - 10:30 AM		X	3		X					
12/3/2017	Derek Knappins	8:00 - 11:00 AM		X	2				X			
12/3/2017	Le Drake	8:30 - 11:30 AM		X	2	X						
12/3/2017	Jonathan Platt	10:00 - 2:00 PM		X	1				X			
12/3/2017	Jack Forstberg	12:00 - 3:00 PM		X	4			X				
12/4/2017	Daniel Drake	8:30 - 11:30 AM	X		2	X						
12/4/2017	neville pennington	10:00 - 1:00 PM	X		1				X			
12/4/2017	Sue Murphy	10:00 - 1:00 PM	X		3			X				
12/6/2017	Daniel Drake	8:30 - 11:30 AM			2	X						
12/6/2017	neville pennington	11:30 - 2:30 PM			1				X			
12/7/2017	neville pennington	7:30 - 10:30 AM			1				X			
12/7/2017	Le Drake	8:30 - 11:30 AM			2	X						
			7	14	131	13	6	12	16	0	1	
			<b>Total</b>									
			<b>Passengers: 131</b>									
			<b>Total Trips: 48</b>									



**6C.iii.**

Facebook report November/December 2017.

On November 13<sup>th</sup> a resident asked for assistance with a broken down golf cart. CDD staff guided resident to a solution.

On November 15<sup>th</sup> a resident asked when the debris will be picked up at Oak Glenn. Advised resident to call Road and Bridges.

On November 16<sup>th</sup> CDD asked the organizer of the yellow ribbons, to remove them from the trees in front of the school.

On November 16<sup>th</sup> CDD got in contact with the organizer of the 5 to 5 soccer event. Event will be under umbrella of the Social Committee.

On November 21<sup>st</sup> the CDD asked the soccer club to remove the little practice goals from the soccer field. A resident had cut themselves on a broken practice goal.

On November 29<sup>th</sup> a resident asked for repairs on the green neighborhood play area swings. CDD staff repaired swing.

On November 30<sup>th</sup> a resident asked who maintains the field next to the info center. Answered resident with SunTerra.

On Dec 5<sup>th</sup> a resident asked for relocation of a dog potty station at the new butterfly sidewalk. CDD staff relocated station.

End of Report

**6C.iv.**

December 2017

**Harmony CDD Monthly Pond Report**

Pond #		Name	Acres	<div>Duckweed</div>	<div>Algae</div>	<div>Cattail</div>	<div>Pennywort</div>	<div>Grasses</div>	<div>Spatterdock</div>	Remarks	Treatment Plan
Map Quickview, click here. Internet access not required.			SEVERITY: L1=minimal L2=moderate L3=significant L4=extreme Blank - indicates non issue								<ul style="list-style-type: none"><li>• Se Clear G - Algae</li><li>• Komeen Crystals - Hydrilla</li><li>• SonarOne - Hydrilla</li><li>• Diquat - Littoral plants</li></ul>
Map links below require Internet.											
1	H-1		1.4								
2	H-1		1		L2	L1					
3	H-1		2.3								
4	H-2		3.7		L2			L2		Littoral/emmersed weeds	Round up 10gal.
5	Cherry Hill		2.8		L2					Littoral/emmersed weeds	Round up 100gal.
6	S. Long Pond		3.1					L2		Littoral/emmersed weeds	Round up 50gal.
7	N. Long Pond		3.1					L2		Littoral/emmersed weeds	Round up 50gal.
8	Dog Park Tr.		3.5		L1						
9	Dog Park Tr.		1								
10	Dog Park		3								
11	Estates N.		1.8		L2					Littoral/emmersed weeds	Round up 150gal.
12	Estates S.		1.7		L1					Littoral/emmersed weeds	Round up 25gal.
13	Golf Course		1.5		L2						
14	Golf Course		1.5		L2						
15	Golf Course		4		L2						
16	Golf Course		3.4		L2						
17	Golf Course		1.4		L2						
18	Golf Course		2		L2						
19	Golf Course		5.3		L2						
20	Golf Course		3.5								
21	Golf Course		2.3		L2						
22	Golf Course		3.2		L3						
23	Golf Course		2		L3						
24	Golf Course		2		L3						
25	Golf Course		0.5		L1						
26	Golf Course		0.7								
27	Golf Course		0.7								
28	Golf Course		1.3								
29	Golf Course		1.2		L2						
30	Golf Course		2.3								
31	Golf Course		1.1								
32	Golf Course		2								
33	W. Lake		1.3		L2			L2			
34	W. Lake		0							Future pond, not active	
35	W. Lake		0							Future pond, not active	
36	N. Lake		0							Future pond, not active	
37	E. Lake		3							No treatment required	New pond
38	E. Lake		0.5							No treatment required	New pond
39	S. Lake		3.3							No treatment required	New pond
40	S. Lake		1.4							No treatment required	New pond
41	S. Lake		2.3							No treatment required	New pond
42	S. Lake		5.2							No treatment required	New pond
43	Waterside		3							Hydrilla	Copper 50lbs.
44	DOT		6								
45	DOT		3.6								
46	DOT		2		L3				L2		
47	Maintenance		0.4								
TOTAL ACRES			102.3	Total size (in acres) of all ponds combined							
AVG. TREATED ACRES			20.46	Average treated pond area is roughly 20%							
Additional Notes: 2017/12/07 - Pond #5 hydrilla dormant - Treatment scheduled for end of February.											

**6C.v.**

OPTION #	DESCRIPTION	COST
1XD-F83J0-V0-00	Fold Down Windshield Installed	\$511.00
155809/155816	Rear Receiver Hitch Installed	\$59.00
1XD-H21130-V0-00	Dual Battery Kit Installed	\$589.00
	Underseat Storage Box	N/A
Spare	Spare Key	\$16.00
1XD-F6204-V0-00	Side Mirrors Installed	\$146.00
1XD-F6206-V0-00	Rear View   Installed	\$46.00
	Service Manual	\$84.00


TOTAL OF OPTIONS:	<u>\$1,451.00</u>
EXTENDED WARRANTY:	
SUB TOTAL	<u>\$12,281.00</u>

TAX			
FLORIDA REGISTRATION		Tax Exempt	
	QTY 1 Each	Self Register	
		=	<u>\$12,281.00</u>

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.*

**Comments:**

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**Cowell Powersports, d/b/a GHC Motorsports FEID # 59-3024162**

VEHICLE QUOTE: Cory Cole, General/ Sales Manager 863-699-2453

"I Want to be Your Powersports Provider"

[cole.ghcfi@yahoo.com](mailto:cole.ghcfi@yahoo.com)





## **Seventh Order of Business**

**7B.**



## MEMORANDUM

**TO: Board of Supervisors**  
**FROM: Alan Baldwin, Accounting Manager**  
**CC: Bob Koncar, District Manager**  
**DATE: December 12, 2017**  
**SUBJECT: November Financial Report**

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Please find attached the November 2017 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 of each of the District's funds was provided below. Should you have any questions or require additional information, please contact me at [Alan.Baldwin@inframark.com](mailto:Alan.Baldwin@inframark.com)

### General Fund

- Total Revenue through November was approximately 5% of the annual budget.
  - ▶ Non Ad Valorem Assessments Tax Collector collections are approximately at 7%.
  
- Total Expenditures through November were at a favorable 12% of the annual budget.
  - ▶ Administrative
    - Insurance - General Liability - Paid in full.
  - ▶ Landscaping Services
    - Contracts-Landscape includes new contract with Servello with new neighborhoods.
  - ▶ Operation & Maintenance
    - R&M-Equipment Boats includes part and repairs.

**HARMONY**  
**Community Development District**

*Financial Report*

*November 30, 2017*

## Table of Contents

<b><u>FINANCIAL STATEMENTS</u></b>	<b>Page #</b>
Balance Sheet - All Funds .....	1
Statement of Revenues, Expenditures and Changes in Fund Balances	
General Fund .....	2 - 4
Debt Service Funds .....	5 - 6
Construction Fund .....	7
 <b><u>SUPPORTING SCHEDULES</u></b>	
Non-Ad Valorem Special Assessments .....	8
Cash and Investment Report .....	9
Construction Schedule .....	10

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**Harmony  
Community Development District**

**Financial Statements**

**(Unaudited)**

**November 30, 2017**

**Balance Sheet**  
November 30, 2017

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	SERIES 2015 CAPITAL PROJECTS FUND	TOTAL
<b><u>ASSETS</u></b>					
Cash - Checking Account	\$ 296,342	\$ -	\$ -	\$ -	\$ 296,342
Due From Other Funds	-	61,532	-	-	61,532
Investments:					
Certificates of Deposit - 12 Months	101,615	-	-	-	101,615
Money Market Account	598,653	-	-	-	598,653
Construction Fund	-	-	-	28,991	28,991
Prepayment Account	-	-	226,839	-	226,839
Reserve Fund	-	604,410	340,000	-	944,410
Revenue Fund	-	217,444	137	-	217,581
Prepaid Items	3,479	-	-	-	3,479
<b>TOTAL ASSETS</b>	<b>\$ 1,000,089</b>	<b>\$ 883,386</b>	<b>\$ 566,976</b>	<b>\$ 28,991</b>	<b>\$ 2,479,442</b>
<b><u>LIABILITIES</u></b>					
Accounts Payable	\$ 18,302	\$ -	\$ -	\$ -	\$ 18,302
Accrued Expenses	63,663	-	-	-	63,663
Deferred Revenue	2,272	2,147	-	-	4,419
Due To Other Funds	27,626	-	33,906	-	61,532
<b>TOTAL LIABILITIES</b>	<b>111,863</b>	<b>2,147</b>	<b>33,906</b>	<b>-</b>	<b>147,916</b>
<b><u>FUND BALANCES</u></b>					
<b>Nonspendable:</b>					
Prepaid Items	3,479	-	-	-	3,479
<b>Restricted for:</b>					
Debt Service	-	881,239	533,070	-	1,414,309
Capital Projects	-	-	-	28,991	28,991
<b>Assigned to:</b>					
Operating Reserves	250,000	-	-	-	250,000
Reserves-Renewal & Replacement	99,188	-	-	-	99,188
Reserves - Self Insurance	50,000	-	-	-	50,000
Reserves - Sidewalks & Alleyways	165,000	-	-	-	165,000
<b>Unassigned:</b>	<b>320,559</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>320,559</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 888,226</b>	<b>\$ 881,239</b>	<b>\$ 533,070</b>	<b>\$ 28,991</b>	<b>\$ 2,331,526</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,000,089</b>	<b>\$ 883,386</b>	<b>\$ 566,976</b>	<b>\$ 28,991</b>	<b>\$ 2,479,442</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 3,000	\$ 500	\$ 747	\$ 247
Equipment Rental Fees-Banquets-F&B	-	-	250	250
Special Assmnts- Tax Collector	1,359,659	67,983	91,649	23,666
Special Assmnts- CDD Collected	571,967	95,328	-	(95,328)
Special Assmnts- Discounts	(54,386)	(2,719)	(3,673)	(954)
Access Cards	1,200	200	180	(20)
Facility Revenue	300	300	185	(115)
Facility Membership Fee	1,200	-	-	-
<b>TOTAL REVENUES</b>	<b>1,882,940</b>	<b>161,592</b>	<b>89,338</b>	<b>(72,254)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
P/R-Board of Supervisors	11,200	1,600	1,600	-
FICA Taxes	857	122	122	-
ProfServ-Arbitrage Rebate	1,200	-	-	-
ProfServ-Dissemination Agent	1,500	-	-	-
ProfServ-Engineering	8,000	1,334	639	695
ProfServ-Legal Services	40,000	6,666	4,777	1,889
ProfServ-Mgmt Consulting Serv	55,984	9,331	9,331	-
ProfServ-Property Appraiser	779	-	-	-
ProfServ-Special Assessment	8,822	-	-	-
ProfServ-Trustee Fees	10,024	-	-	-
Auditing Services	4,600	-	-	-
Postage and Freight	750	125	142	(17)
Insurance - General Liability	30,499	30,499	25,220	5,279
Printing and Binding	2,000	334	134	200
Legal Advertising	900	150	-	150
Misc-Records Storage	150	25	-	25
Misc-Assessmnt Collection Cost	27,193	1,360	1,760	(400)
Misc-Contingency	2,600	434	24	410
Office Supplies	300	50	-	50
Annual District Filing Fee	175	175	-	175
<b>Total Administration</b>	<b>207,533</b>	<b>52,205</b>	<b>43,749</b>	<b>8,456</b>



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>Field</u></b>				
ProfServ-Field Management	230,000	38,332	28,167	10,165
<b>Total Field</b>	230,000	38,332	28,167	10,165
<b><u>Landscape Services</u></b>				
Contracts-Mulch	61,981	-	-	-
Contracts - Landscape	395,753	65,959	81,369	(15,410)
Cntrs-Shrub/Grnd Cover Annual Svc	21,432	5,358	-	5,358
R&M-Irrigation	10,000	1,666	804	862
R&M-Trees and Trimming	20,000	3,334	-	3,334
Miscellaneous Services	25,000	4,166	-	4,166
<b>Total Landscape Services</b>	534,166	80,483	82,173	(1,690)
<b><u>Utilities</u></b>				
Electricity - General	35,000	5,834	4,850	984
Electricity - Streetlighting	90,000	15,000	21,157	(6,157)
Utility - Water & Sewer	130,000	21,666	14,593	7,073
Lease - Street Light	123,000	20,500	19,649	851
Cap Outlay - Streetlights	403,651	-	-	-
<b>Total Utilities</b>	781,651	63,000	60,249	2,751
<b><u>Operation &amp; Maintenance</u></b>				
Communication - Telephone	3,720	620	223	397
Utility - Refuse Removal	3,720	620	628	(8)
R&M-Ponds	12,500	2,084	75	2,009
R&M-Pools	15,000	2,500	1,591	909
R&M-Roads & Alleyways	10,000	1,666	-	1,666
R&M-Sidewalks	5,000	834	13	821
R&M-Vehicles	15,000	2,500	842	1,658
R&M-Waterfall	-	-	49	(49)
R&M-Equipment Boats	7,500	1,250	1,501	(251)
R&M-Parks & Facilities	30,000	5,000	2,134	2,866
Miscellaneous Services	2,400	400	269	131
Misc-Contingency	5,000	834	394	440
Misc-Security Enhancements	5,000	834	463	371
Op Supplies - Fuel, Oil	2,750	458	513	(55)
Cap Outlay - Vehicles	12,000	12,000	-	12,000
<b>Total Operation &amp; Maintenance</b>	129,590	31,600	8,695	22,905
<b>TOTAL EXPENDITURES</b>	<b>1,882,940</b>	<b>265,620</b>	<b>223,033</b>	<b>42,587</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues Over (under) expenditures	-	(104,028)	(133,695)	(29,667)
Net change in fund balance	\$ -	\$ (104,028)	\$ (133,695)	\$ (29,667)
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>1,021,921</b>	<b>1,021,921</b>	<b>1,021,921</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,021,921</b>	<b>\$ 917,893</b>	<b>\$ 888,226</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 1,000	\$ 166	\$ 387	\$ 221
Special Assmnts- Tax Collector	1,171,335	58,567	58,799	232
Special Assmnts- CDD Collected	86,844	34,738	22,163	(12,575)
Special Assmnts- Discounts	(46,853)	(2,343)	(2,356)	(13)
<b>TOTAL REVENUES</b>	<b>1,212,326</b>	<b>91,128</b>	<b>78,993</b>	<b>(12,135)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	23,427	1,171	1,129	42
<b>Total Administration</b>	<b>23,427</b>	<b>1,171</b>	<b>1,129</b>	<b>42</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	565,000	-	-	-
Principal Prepayments	-	-	15,000	(15,000)
Interest Expense	633,312	316,656	316,656	-
<b>Total Debt Service</b>	<b>1,198,312</b>	<b>316,656</b>	<b>331,656</b>	<b>(15,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,221,739</b>	<b>317,827</b>	<b>332,785</b>	<b>(14,958)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(9,413)	(226,699)	(253,792)	(27,093)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(9,413)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(9,413)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (9,413)	\$ (226,699)	\$ (253,792)	\$ (27,093)
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>1,135,031</b>	<b>1,135,031</b>	<b>1,135,031</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,125,618</b>	<b>\$ 908,332</b>	<b>\$ 881,239</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 300	\$ 50	\$ 218	\$ 168
Special Assmnts- Tax Collector	488,878	24,444	52,753	28,309
Special Assmnts- CDD Collected	604,398	241,759	359,983	118,224
Special Assmnts- Discounts	(19,555)	(978)	(2,114)	(1,136)
<b>TOTAL REVENUES</b>	<b>1,074,021</b>	<b>265,275</b>	<b>410,840</b>	<b>145,565</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	9,778	489	1,013	(524)
<b>Total Administration</b>	<b>9,778</b>	<b>489</b>	<b>1,013</b>	<b>(524)</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	425,000	-	-	-
Principal Prepayments	-	-	45,000	(45,000)
Interest Expense	633,106	316,553	316,553	-
<b>Total Debt Service</b>	<b>1,058,106</b>	<b>316,553</b>	<b>361,553</b>	<b>(45,000)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,067,884</b>	<b>317,042</b>	<b>362,566</b>	<b>(45,524)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	6,137	(51,767)	48,274	100,041
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	6,137	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>6,137</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ 6,137	\$ (51,767)	\$ 48,274	\$ 100,041
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>484,796</b>	<b>484,796</b>	<b>484,796</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 490,933</b>	<b>\$ 433,029</b>	<b>\$ 533,070</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 9	\$ 9
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>9</b>	<b>9</b>
<b><u>EXPENDITURES</u></b>				
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	9	9
Net change in fund balance	\$ -	\$ -	\$ 9	\$ 9
<b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>	<b>-</b>	<b>-</b>	<b>28,982</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,991</b>	

**Harmony**  
**Community Development District**

Supporting Schedules

November 30, 2017

**Cash and Investment Report**  
*November 30, 2017*

**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	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$294,060
Debit Account	CenterState Bank	Debit Account	n/a	0.05%	\$2,282
<b>Subtotal</b>					<b>\$296,342</b>
Certificate of Deposit	BankUnited	12 month CD	2/10/2018	1.015%	\$101,615
Money Market Account	Stonegate Bank	Money Market Account	n/a	0.80%	\$356,835
Money Market Account	BankUnited	Money Market Account	n/a	0.77%	\$241,818
<b>Subtotal</b>					<b>\$598,653</b>

**Debt Service and Capital Projects Funds**

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$604,410
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.05%	\$217,444
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$226,839
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$340,000
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	137
Series 2015 Construction Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.05%	\$28,991
<b>Subtotal</b>					<b>\$1,417,821</b>
<b>Total</b>					<b>\$2,414,431</b>

**Non-Ad Valorem Special Assessments  
Osceola County Tax Collector - Monthly Collection Report  
For the Fiscal Year Ending September 30, 2018**

					Allocation by Fund		
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
<b>ASSESSMENTS LEVIED FY 2018 (1)</b>				\$ 4,359,816	\$ 1,966,386	\$ 1,261,576	\$ 1,131,855
Allocation %				100%	45.10%	28.94%	25.96%
11/09/17	\$ 7,532	\$ 336	\$ 154	\$ 8,022	\$ 3,618	\$ 2,321	\$ 2,083
11/24/17	\$ 183,624	\$ 7,807	\$ 3,747	\$ 195,179	\$ 88,031	\$ 56,478	\$ 50,671
<b>TOTAL</b>	<b>\$ 191,156</b>	<b>\$ 8,144</b>	<b>\$ 3,901</b>	<b>\$ 203,201</b>	<b>\$ 91,649</b>	<b>\$ 58,799</b>	<b>\$ 52,753</b>
Collected in %					5%	5%	5%

Note (1) - Variance with budget is due to moving the Developer assessments previously direct billed to the Tax Collector.



**Construction Report**  
**Series 2015 Bonds**

**Recap of Capital Project Fund Activity Through November 30, 2017**

<b>Source of Funds:</b>	<b>Amount</b>
Opening Balance in Construction Account	\$ 200,000
Opening Balance in Cost of Issuance account	145,130
Interest Earned	
Construction Account	\$ 180
Cost of Issuance Account	4
Transferred to Revenue Account (includes balance of Cost of Issuance)	(1,905)
	<u>\$ (1,721)</u>
 <b>Total Source of Funds:</b>	 <b><u>\$ 343,409</u></b>
 <b>Use of Funds:</b>	
Disbursements:	
Cost of Issuance	\$ 143,229
Streetlights Buy Down	100,000
Capital Outlay - Vehicle	15,240
Improvement - Park	55,947
<b>Total Use of Funds:</b>	<b><u>\$ 314,416</u></b>
 <b>Available Balance in Construction Account at November 30, 2017</b>	 <b><u>\$ 28,991</u></b>

**7C.**

**Harmony**

Community Development District

**General Fund****Invoice Approval Report # 212****December 7, 2017**

<b>Payee</b>	<b>Invoice Number</b>	<b>A= Approval R= Ratification</b>	<b>Invoice Amount</b>
<b>AMERITAS LIFE INSURANCE CORP.</b>	120117	R	\$ 254.36
		Vendor Total	\$ 254.36
<b>BOYD CIVIL ENGINEERING</b>	01716	A	\$ 75.00
		Vendor Total	\$ 75.00
<b>BRIGHT HOUSE NETWORKS</b>	028483501112317	R	\$ 90.79
	028483401120117	R	\$ 109.29
		Vendor Total	\$ 200.08
<b>FEDEX</b>	5-984-87994	R	\$ 71.44
	5-970-20998	R	\$ 26.57
		Vendor Total	\$ 26.57
<b>FLORIDA RESOURCE MGT LLC-ACH</b>	52744	R	\$ 7,027.83
	53223	R	\$ 7,203.33
		Vendor Total	\$ 14,231.16
<b>HOME DEPOT CREDIT SERVICES</b>	55353-110717	R	\$ 486.80
		Vendor Total	\$ 486.80
<b>KINCAID INC</b>	1220	R	\$ 125.00
		Vendor Total	\$ 125.00
<b>NORTH SOUTH SUPPLY, INC.</b>	3136337	R	\$ 240.87
		Vendor Total	\$ 240.87
<b>ORLANDO SENTINEL</b>	000000000-A	R	\$ 365.01
		Vendor Total	\$ 365.01
<b>ORLANDO UTILITIES COMMISSION-ACH</b>	111017-ACH	R	\$ 20,882.00
		Vendor Total	\$ 20,882.00
<b>POOLSURE</b>	101295577413	R	\$ 60.00
	10129557772	R	\$ 285.00
		Vendor Total	\$ 345.00
<b>POOLWORKS</b>	120220	R	\$ 220.00
		Vendor Total	\$ 220.00

**Harmony**

Community Development District

**General Fund****Invoice Approval Report # 212****December 7, 2017**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
SEVERN TRENT ENVIRONMENTAL SERVICES	25457	A	\$ 4,762.98
		Vendor Total	\$ 4,762.98
SHOP MARKETPLACE	INV-0013650682	R	\$ 1,701.90
		Vendor Total	\$ 1,701.90
SSPS INC.	73732	R	\$ 367.68
		Vendor Total	\$ 367.68
STEVE BERUBE	102317	R	\$ 6.65
		Vendor Total	\$ 6.65
TOHO WATER AUTHORITY-ACH	111617-ACH	A	\$ 6,417.85
		Vendor Total	\$ 6,417.85
WASTE CONNECTIONS	1122305	R	\$ 316.62
		Vendor Total	\$ 316.62
		Total	\$ 51,025.53
<b>Total Invoices</b>			<b>\$ 51,025.53</b>

**HARMONY**  
**Community Development District**

[Check Register](#)

[November 1 - 30, 2017](#)

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Bank Account**

For the Period from 11/01/2017 to 11/30/2017

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>BANKUNITED - MMA - (ACCT# XXXXX2815)</b>									
Check	105	11/01/17	Vendor	HARMONY CDD	110117	TRANSFER FUNDS FROM BU TO CS	Due to other Funds	131000	\$250,000.00
Account Total									<b>\$250,000.00</b>

**CENTERSTATE BANK - GF - (ACCT# XXXXX2933)**

Check	54663	11/09/17	Vendor	BRIGHT HOUSE NETWORKS	028483501102317	0050284835-01 10/28-11/27	09/27-10/28 service	001-549911-53910	\$54.25
Check	54663	11/09/17	Vendor	BRIGHT HOUSE NETWORKS	028483501102317	0050284835-01 10/28-11/27	10/28-11/27 service	001-549911-53910	\$99.50
Check	54664	11/09/17	Vendor	KINCAID INC	1179	HOLDING TANK OCT 2017	Miscellaneous Services	001-549001-53910	\$125.00
Check	54665	11/09/17	Vendor	NORTH SOUTH SUPPLY, INC.	3135260	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$91.91
Check	54666	11/09/17	Vendor	NORTH SOUTH SUPPLY, INC.	3135263	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$106.85
Check	54667	11/09/17	Vendor	POOLSURE	101295575946	BLEACH ASHLEY PARK POOL	R&M-Pools	001-546074-53910	\$187.50
Check	54668	11/09/17	Vendor	POOLSURE	101295575489	CONTROLLER ASHLEY PARK	R&M-Pools	001-546074-53910	\$60.00
Check	54669	11/09/17	Vendor	POOLSURE	101295577025	BLEACH ASHLEY PARK POOL	R&M-Pools	001-546074-53910	\$410.00
Check	54670	11/09/17	Vendor	SERVELLO & SONS	146050	LANDSCAPE MAINT NOV 2017;FLWRS	Cntrs-Landscap/Irrigation Maint	001-534171-53902	\$39,724.26
Check	54670	11/09/17	Vendor	SERVELLO & SONS	146050	LANDSCAPE MAINT NOV 2017;FLWRS	SEASONAL ANNUALS	001-534171-53902	\$1,920.00
Check	54671	11/09/17	Vendor	WASTE CONNECTIONS OF FLORIDA	1116898	SERVICE FOR 11/1/17-11/30/17	Utility - Refuse Removal	001-543020-53910	\$314.06
Check	54672	11/16/17	Vendor	BOYD CIVIL ENGINEERING	01664	PROFESSIONAL SVCS THRU 10/1/17	ProfServ-Engineering	001-531013-51501	\$2,364.54
Check	54673	11/16/17	Vendor	BRIGHT HOUSE NETWORKS	028483401103117	0052084834-01 11/06-12/05	Misc-Security Enhancements	001-549911-53910	\$109.29
Check	54674	11/16/17	Vendor	NORTH SOUTH SUPPLY, INC.	3138284	IRRIGATION PARTS	R&M-Irrigation	001-546041-53902	\$8.68
Check	54675	11/16/17	Vendor	YOUNG QUALLS, P.A.	15303	GEN COUNSEL THRU SEP 2017	ProfServ-Legal Services	001-531023-51401	\$14,405.00
Check	54676	11/21/17	Vendor	FEDEX	5-970-20998	10/24/17: POSTAGE	Postage and Freight	001-541006-51301	\$26.57
Check	54677	11/21/17	Vendor	FEDEX	5-984-87994	SVCS THRU 11/07/17	Postage and Freight	001-541006-51301	\$71.44
Check	54678	11/21/17	Vendor	HOME DEPOT CREDIT SERVICES	55353-110717	PURCHASES THRU 11/7/17	R&M-Parks & Facilities	001-546225-53910	\$373.15
Check	54678	11/21/17	Vendor	HOME DEPOT CREDIT SERVICES	55353-110717	PURCHASES THRU 11/7/17	R&M-Parks & Facilities	001-546225-53910	(\$19.94)
Check	54678	11/21/17	Vendor	HOME DEPOT CREDIT SERVICES	55353-110717	PURCHASES THRU 11/7/17	R&M-Parks & Facilities	001-546225-53910	\$66.20
Check	54678	11/21/17	Vendor	HOME DEPOT CREDIT SERVICES	55353-110717	PURCHASES THRU 11/7/17	R&M-Parks & Facilities	001-546225-53910	\$67.85
Check	54678	11/21/17	Vendor	HOME DEPOT CREDIT SERVICES	55353-110717	PURCHASES THRU 11/7/17	Misc-Contingency	001-549900-53910	\$9.54
Check	54679	11/21/17	Vendor	SHOP MARKETPLACE	INV-0013650682	HEALTH INS DEC 2017	Prepaid Items	155000	\$1,701.90
Check	54680	11/21/17	Vendor	SPRINT SOLUTIONS, INC.	244553043-051	24453043 09/26-10/25	Communication - Telephone	001-541003-53910	\$222.88
Check	54681	11/30/17	Vendor	STEVE BERUBE	102317	REIMB - UPS	Postage and Freight	001-541006-51301	\$6.65
ACH	DD171	11/09/17	Vendor	FLORIDA RESOURCE MGT LLC-ACH	52244	PAYROLL PE 11/05/17	ProfServ-Field Management	001-531016-53910	\$6,578.07
ACH	DD177	11/15/17	Vendor	TOHO WATER AUTHORITY-ACH	101617-ACH	SERVICES 9/17-10/16	Utility - Water & Sewer	001-543021-53903	\$5,699.08
ACH	DD178	11/28/17	Vendor	TOHO WATER AUTHORITY-ACH	103017-ACH	SERVICES 9/30-10/30/17	Utility - Water & Sewer	001-543021-53903	\$461.75

# HARMONY COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 11/01/2017 to 11/30/2017

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH	DD183	11/21/17	Vendor	FLORIDA RESOURCE MGT LLC-ACH	52744	PAYROLL PE 11/22/17	ProfServ-Field Management	001-531016-53910	\$7,027.83
ACH	DD186	11/27/17	Vendor	ORLANDO UTILITIES COMMISSION-ACH	111017-ACH	ELECTRIC SRVCS 10/09-11/08/17	Electricity - General	001-543006-53903	\$2,571.44
ACH	DD186	11/27/17	Vendor	ORLANDO UTILITIES COMMISSION-ACH	111017-ACH	ELECTRIC SRVCS 10/09-11/08/17	Electricity - Streetlighting	001-543013-53903	\$5,039.26
ACH	DD186	11/27/17	Vendor	ORLANDO UTILITIES COMMISSION-ACH	111017-ACH	ELECTRIC SRVCS 10/09-11/08/17	Lease - Street Light	001-544006-53903	\$10,668.45
ACH	DD187	11/30/17	Vendor	ORLANDO UTILITIES COMMISSION-ACH	111017-ACH	ELECTRIC SRVCS 10/09-11/08/17	Electricity - General	001-543006-53903	\$54.87
ACH	DD188	11/30/17	Vendor	ORLANDO UTILITIES COMMISSION-ACH	111017-ACH	ELECTRIC SRVCS 10/09-11/08/17	Lease - Street Light	001-544006-53903	\$2,547.98
Account Total									\$103,145.81

Total Amount Paid	\$353,145.81
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**HARMONY**  
**Community Development District**

Debit Card Invoices

November 1 - November 30, 2017



Monthly Debit Card Purchases			
November 30, 2017			
Date	Vendor	Description	Amount
11/1/2017	Amazon.com	Ring Stick Camera and solar panel	(270.83)
11/1/2017	Amazon.com	Eye pro 12 pk safety glasses	11.18
11/1/2017	Amazon.com	water proof case for I phone	9.99
11/1/2017	Amazon.com	Oil Filter and Motor Oil	36.54
11/2/2017	PayPal	CCTV Camera (Pending receipt)	27.99
11/1/2017	Amazon.com	Pending Receipt	10.12
11/6/2017	Amazon.com	Seaflo Automatic Submersible Boat water pump	(29.99)
11/6/2017	Amazon.com	Pending Receipt (refunded)	(10.12)
11/6/2017	Amazon.com	Motorola Boom Wireless Headset	78.00
11/6/2017	Aplus	Fuel	43.33
11/6/2017	Amazon.com	Mens and Woman's rest room signs	18.95
11/6/2017	Amazon.com	Cabin Air Filter	10.12
11/7/2017	Amazon.com	Motorola Boom Wireless Headset	(39.00)
11/8/2017	Amazon.com	Bone Shaped Dog Play Pool	117.50
11/8/2017	Amazon.com	Ryobi Cordless reciprocating saw	49.04
11/9/2017	Amazon.com	Chlorine, Liquid Reagent, Pool Test Kit	77.15
11/9/2017	Aplus	Fuel	27.50
11/9/2017	Amazon.com	Stenner Pump - Replacement Tube	14.39
11/9/2017	I Tunes	50 MG storage - Pending Receipt	0.99
11/10/2017	Cloud Stationers LLC	2 Signs for Workshop	25.98
11/13/2017	St Cloud Stationers LLC	CCTV Camera (refunded-pending receipt)	(27.99)
11/13/2017	PayPal	Pending Receipt	59.66
11/13/2017	Amazon.com	1 Qt of Motor Oil (6 pk)	36.99
11/13/2017	Amazon.com	Replacement Coil for Honda Generator	12.99
11/14/2017	American Landmaster	Windshield, Clear LM Hood Style	258.99
11/15/2017	Aplus	Fuel	40.73
11/15/2017	Amazon.com	Liquid Soap Dispenser	30.10
11/15/2017	Amazon.com	Greenworks - Replacement Pole Saw	20.03
11/15/2017	Amazon.com	Pending Receipt	15.75
11/15/2017	Amazon.com	Lock Nuts	13.50
11/17/2017	Wawa	Fuel	65.11
11/20/2017	Amazon.com	PENN Convetional Reel Covers	13.09
11/20/2017	Amazon.com	New Recoil Starter	12.99
11/20/2017	Amazon.com	Recoil Starter Bolt	6.95
11/21/2017	Amazon.com	Disposable Gloves	87.52
11/21/2017	Amazon.com	Plastic Restorer	13.98
11/21/2017	Amazon.com	Scotch Thermal Laminated Pouches	15.98
11/22/2017	Amazon.com	Pet Waste Can	119.99
11/22/2017	Aplus	Fuel	49.63
11/22/2017	Amazon.com	Curad Antibiotic Ointment (144 count)	22.10
11/21/2017	Amazon.com	Adhesive Bandages	7.13
11/28/2014	Amazon.com	PENN Convetional Reel Covers	39.27
11/28/2017	Amazon.com	Laminated Tape	13.48
11/28/2017	Amazon.com	Folding Fishing Boat Seat	209.97
11/28/2017	Aplus	Fuel	34.66
11/28/2017	Amazon.com	Door Latch/ Magnets	21.99
11/28/2017	Amazon.com	Tool Connector Pins	6.29
11/30/2017	Amazon.com	Connector (100 Pk)	14.53
		Nylon Cable Ties	1,424.24
<b>G/L Coding</b>			
R&M - Parks & Facilities	546225.53910.5000		476.28
R&M - Pools	546074.53910.5000		91.54
R&M - Vehicles	546104.53910.5000		376.56
R&M - Contingency	549900.53910.5000		105.42
R&M-Sidewalk	546084.53910.5000		12.99
OP Supplies - Fuel, Oil	552030.53910.5000		260.96
R&M - Equipment Boats	546223.53910.5000		232.34
Misc.-Security Enhancement	549911.53910.5000		(270.83)
R&M - Irrigation	546041.53902.5000		63.57
Pending Receipt- Ppaid	155000		75.41
			1,424.24



Gerhard van der snel <gerhardharmony@gmail.com>

---

**Your refund for Ring Stick Up Cam, Outdoor... and 1 other item.**

1 message

---

return@amazon.com <return@amazon.com>  
To: gerhardharmony@gmail.com

Tue, Oct 31, 2017 at 11:36 PM



**Refund Confirmation**

**Hello Gerhard Van Der Snel,**

We've issued your refund for the items below. Your return is now complete\*.

[View return & refund status](#)



Ring Stick Up Cam, Outdoor...



Solar Panel for Ring Stick Up...

549911

---

**Refund total: \$270.83\*\***

Refund will appear on your Master Card in 3-5 business days.

\* This is an advanced refund. If we don't receive the items listed above, we may charge your original payment method.

\*\* [Learn more about refunds](#)

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

amazon.com

**Details for Order #111-8399713-6137857**Print this page for your records.**Order Placed:** October 31, 2017**Amazon.com order number:** 111-8399713-6137857**Order Total: \$11.18****Not Yet Shipped****Items Ordered**

1 of: *EyePRO 12 pack Safety Glasses, safety goggles, Scratch, Impact, and Ballistic Resistant, smoke lens, 12 Pack* **Price**  
Sold by: Amazon.com LLC **\$11.18**

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$11.18  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$11.18  
Estimated tax to be collected: \$0.00

**Grand Total: \$11.18**To view the status of your order, return to Order Summary.Conditions of Use | Privacy Notice © 1996-2017, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 10/31/2017

**Details for Order #111-1182908-6745841**

Print this page for your records.

**Order Placed:** October 31, 2017**Amazon.com order number:** 111-1182908-6745841**Order Total:** \$9.99**Not Yet Shipped****Items Ordered**

1 of: *Meritcase iPhone 7/iPhone 8 Waterproof Case (Black, 4.7 inch)*  
Sold by: Merit Official USA ([seller profile](#))

**Price**

\$9.99

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$9.99

Shipping &amp; Handling: \$0.00

-----

Total before tax: \$9.99

Estimated tax to be collected: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

**Grand Total: \$9.99**

To view the status of your order, return to [Order Summary](#).

*Misc*

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*Contingency*

*Approved G v/d Snel 10/31/2017*

NOV.

**Final Details for Order #112-5743893-1601818**Print this page for your records.**Order Placed:** November 1, 2017**Amazon.com order number:** 112-5743893-1601818**Order Total:** \$36.54**Shipped on November 2, 2017****Items Ordered**1 of: *ACDelco PF63E Professional Engine Oil Filter*

Sold by: Amazon.com LLC

**Price**

\$7.86

Condition: New

1 of: *Mobil 1 (120766) Extended Performance 5W-30 Motor Oil - 5 Quart*

\$28.68

Sold by: Amazon.com LLC

Condition: New

**Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$36.54

Shipping &amp; Handling: \$0.00

-----

Total before tax: \$36.54

Sales Tax: \$0.00

-----

**Total for This Shipment: \$36.54**

-----

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$36.54

Shipping &amp; Handling: \$0.00

-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$36.54

Estimated tax to be collected: \$0.00

**Grand Total: \$36.54**To view the status of your order, return to Order Summary.Conditions of Use | Privacy Notice © 1996-2017, Amazon.com, Inc. or its affiliates

Approved G v/d Snel 11/30/2017

Vehicle

2

Dear Harmony CDD,

Alejandro Salome just sent you a full refund of \$27.99 USD for your purchase.

If you have any questions about this refund, please contact Alejandro Salome.

The refund will go to the card you paid with.

To see all the transaction details, please log into your PayPal account. It may take a few moments for this transaction to appear in your account.

**Seller**

Alejandro Salome  
alejandro.salo94@gmail.com

**Note from seller**

None provided

**Original transaction details**

Description	Unit price	Qty	Amount
ANRAN HD 700TVL High Resolution CCTV Camera with Waterproof Color Day IR Item #: 172943629551	\$27.99 USD	1	\$27.99 USD

Insurance: \$0.00 USD

**Total:** \$27.99 USD

Refund to ATM Debit XXXX-XXXX-XXXX  \$27.99 USD

**Invoice Number:** EBAY30403355866

7



Gerhard van der snel <gerhardharmony@gmail.com>

## Your refund for Seaflo Automatic Submersible...

1 message

return@amazon.com <return@amazon.com>  
To: gerhardharmony@gmail.com

Fri, Nov 3, 2017 at 10:40 PM



## Refund Confirmation

**Hello Gerhard Van Der Snel,**

We've issued your refund for the item below. Your return is now complete\*.

[View return & refund status](#)



Seaflo Automatic Submersible...

**Refund total: \$29.99\*\***

Refund will appear on your Master Card in 3-5 business days.

\* This is an advanced refund. If we don't receive the item listed above, we may charge your original payment method.

\*\* [Learn more about refunds](#)

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

*Boat*

*Approved G v/d Snel 11/30/2017*

**Final Details for Order #112-1786616-9717813**

Print this page for your records.

**Order Placed:** November 1, 2017**Amazon.com order number:** 112-1786616-9717813**Order Total: \$10.12****Shipped on November 5, 2017****Items Ordered**

1 of: *ACDelco CF1188 Professional Cabin Air Filter*  
Sold by: Amazon.com LLC

Condition: New

**Price**

\$10.12

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$10.12  
Shipping & Handling: \$0.00  
-----

Total before tax: \$10.12  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$10.12**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$10.12  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$10.12  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$10.12**To view the status of your order, return to [Order Summary](#).*Vehicle*

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**Final Details for Order #113-4504660-7449869**Print this page for your records.**Order Placed:** November 3, 2017**Amazon.com order number:** 113-4504660-7449869**Order Total: \$78.00****Shipped on November 5, 2017****Items Ordered**2 of: *Motorola Boom 2+ Water Resistant & Durable Wireless Headset*  
(MH003A)

Sold by: Amazon.com LLC

Condition: New

**Price**

\$39.00

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$78.00  
Shipping & Handling: \$0.00Total before tax: \$78.00  
Sales Tax: \$0.00**Total for This Shipment: \$78.00****Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$78.00  
Shipping & Handling: \$0.00**Billing address**GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United StatesTotal before tax: \$78.00  
Estimated tax to be collected: \$0.00**Grand Total: \$78.00**To view the status of your order, return to Order Summary.Conditions of Use | Privacy Notice © 1996-2017, Amazon.com, Inc. or its affiliates

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Misc  
Contingency

APlus  
0067-6718-00  
6990 E Irlo Bronson  
St. Cloud Florida 34  
\* FINAL RECEIPT\*  
For Credit Sales  
Card Charged Only  
Total Shown Below.

Trans #: 175702  
Grade: Regular (87)  
Pump Number: 12  
Gallons: 18.847  
Price: \$2.299  
Total Fuel: \$43.33  
Total Sale: \$43.33

Term: JD12417328001

Appr: 096725

Seq#: 026685  
Capture

MasterCard  
XXXXXXXXXXXX4354  
Swiped

11/03/2017 07:21:55  
Thank You For  
Shopping Sunoco

*Approved G v/d Snel 11/03/2017*

**Final Details for Order #114-1591066-7503459**

Print this page for your records.

**Order Placed:** November 2, 2017**Amazon.com order number:** 114-1591066-7503459**Order Total: \$18.95****Shipped on November 5, 2017****Items Ordered****Price**

1 of: "Men" & "Women" Restrooms Sign Set with Braille, Toilet Door Plate for Business Restaurant, 6" x 9"  
Sold by: Sapientia Sat ([seller profile](#))

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$18.95  
Shipping & Handling: \$0.00

Total before tax: \$18.95  
Sales Tax: \$0.00

**Total for This Shipment: \$18.95****Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$18.95  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$18.95  
Estimated tax to be collected: \$0.00

**Grand Total: \$18.95**

To view the status of your order, return to [Order Summary](#).

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Gerhard van der snel <gerhardharmony@gmail.com>

---

**Your refund for Motorola Boom 2+ Water Resistant...**

1 message

---

**return@amazon.com** <return@amazon.com>  
To: gerhardharmony@gmail.com

Mon, Nov 6, 2017 at 5:43 PM



**Refund Confirmation**

**Hello Gerhard Van Der Snel,**

We've issued your refund for the item below. Your return is now complete\*.

[View return & refund status](#)

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Motorola Boom 2+ Water Resistant...

---

**Refund total: \$39.00\*\***

Refund will appear on your Master Card in 3-5 business days.

\* This is an advanced refund. If we don't receive the item listed above, we may charge your original payment method.

\*\* Learn more about refunds

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

*549900*

**Final Details for Order #112-7248000-7469839**

Print this page for your records.

**Order Placed:** November 7, 2017**Amazon.com order number:** 112-7248000-7469839**Order Total: \$117.50****Shipped on November 7, 2017****Items Ordered**

1 of: *One Dog One Bone Paw Shaped Play Pool for Dogs, White*  
Sold by: Save More On Pool Supplies ([seller profile](#))

Condition: New

**Price**

\$117.50

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$117.50

Shipping &amp; Handling: \$0.00

Total before tax: \$117.50

Sales Tax: \$0.00

**Total for This Shipment: \$117.50****Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$117.50

Shipping &amp; Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$117.50

Estimated tax to be collected: \$0.00

**Grand Total: \$117.50****Credit Card transactions** MasterCard ending in 4354: November 7, 2017: \$117.50To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2017, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 11/30/2017*

**Final Details for Order #112-6772318-6298662**

Print this page for your records.

**Order Placed:** November 7, 2017**Amazon.com order number:** 112-6772318-6298662**Order Total: \$49.04****Shipped on November 8, 2017****Items Ordered**

1 of: Ryobi P515 One+ 18V 7/8 Inch Stroke Length 3,100 RPM Lithium Ion  
Cordless Reciprocating Saw with Anti-Vibration Handle (Batteries Not  
Included, Power Tool Only)  
Sold by: LECTROM TOOLS ([seller profile](#))

**Price**

\$49.04

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$49.04

Shipping &amp; Handling: \$0.00

-----

Total before tax: \$49.04

Sales Tax: \$0.00

-----

**Total for This Shipment: \$49.04**

-----

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$49.04

Shipping &amp; Handling: \$0.00

-----

Total before tax: \$49.04

Estimated tax to be collected: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

**Grand Total: \$49.04**

To view the status of your order, return to [Order Summary](#).

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## Final Details for Order #112-7563391-8521045

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**Order Placed:** November 8, 2017

**Amazon.com order number:** 112-7563391-8521045

**Order Total: \$77.15**

**Shipped on November 9, 2017**

### Items Ordered

2 of: *LAMOTTE COMPANY P-6741-G CHLORINE DPD 1B 30ML*  
Sold by: eSeasonGear ([seller profile](#))

**Price**

**\$8.26**

Condition: New  
New Fresh Stock! Exp. 01/2018 or later

3 of: *LaMotte Liquid Reagent P-6740-G, DPD 1A, 1 oz*  
Sold by: eSeasonGear ([seller profile](#))

**\$8.26**

Condition: New  
New Fresh Stock, exp. 2/2019 or later

3 of: *LaMotte ColorQ Pro 7 Liquid Pool Water Test Kit pH Reagent - 30 mL*  
Sold by: eSeasonGear ([seller profile](#))

**\$11.95**

Condition: New

### Shipping Address:

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$77.15

Shipping & Handling: \$0.00

Total before tax: \$77.15

Sales Tax: \$0.00

**Total for This Shipment: \$77.15**

### Shipping Speed:

Standard Shipping

## Payment information

### Payment Method:

Debit Card | Last digits: 4354

Item(s) Subtotal: \$77.15

Shipping & Handling: \$0.00

### Billing address

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$77.15

Estimated tax to be collected: \$0.00

**Grand Total: \$77.15**

### Credit Card transactions

MasterCard ending in 4354: November 9, 2017: \$77.15

To view the status of your order, return to [Order Summary](#).

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*pools*

✓  
APlus  
0067-6718-00  
6990 E Irlo Bronson  
St. Cloud Florida 34  
\* FINAL RECEIPT\*  
For Credit Sales  
Card Charged Only  
Total Shown Below.

Trans #: 176367  
Grade: Regular (87)  
Pump Number: 09  
Gallons: 11.004  
Price: \$2.499  
Total Fuel: \$27.50  
Total Sale: \$27.50

Term: JD12417328001

Appr: 072177

Seq#: 029028  
Capture

MasterCard  
XXXXXXXXXXXX4354  
Swiped

11/08/2017 09:55:32  
Thank You For  
Shopping APlus

*Approved G v/d Snel 11/08/2017*



**Final Details for Order #112-6104303-1021863**

Print this page for your records.

**Order Placed:** November 8, 2017**Amazon.com order number:** 112-6104303-1021863**Order Total: \$14.39****Shipped on November 9, 2017****Items Ordered**

1 of: *Stenner Pump #1 Santoprene Material Replacement Tube (100 psi)*  
*comes with new 2 grey ferrules.*  
Sold by: Global Motor Imports ([seller profile](#))

**Price**

\$14.39

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$14.39  
Shipping & Handling: \$0.00  
-----

Total before tax: \$14.39

Sales Tax: \$0.00  
-----**Total for This Shipment: \$14.39**  
-----**Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$14.39  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$14.39  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$14.39****Credit Card transactions**

MasterCard ending in 4354: November 9, 2017 \$14.39

To view the status of your order, return to [Order Summary](#).

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MISC  
Contingency

2 Signs for  
Workshop  
11/30/2017

# CLOUD STATIONERS

423 13TH STREET  
ST. CLOUD, FL 34769  
407) 892-1319

Thu. 1:30PM RECEIPT 351061

: CASH

: CASH

Sales: BILL

esc> =====

SC.....

2 @ 12.99 ea. = 25.98t

=====

SUBTOTAL: 25.98

TAX: 0.00

TOTAL DUE: 25.98

CRG. TENDERED: 25.98

t Card AO# MC

4354

u For Supporting Your Hometown  
s.

E: \_\_\_\_\_

ST CLOUD STATIONERS LLC

423 13TH ST

SAINT CLOUD, FL 34769-4

407-892-1319

SALE

REF#: 00000004

Batch #: 179

11/09/17

APPR CODE: 093660

Trace: 4

MASTERCARD

\*\*\*\*\*4354

Swiped

\*\*\*

AMOUNT

\$25.98

APPROVED

THANK YOU

CUSTOMER COPY

Total

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<https://www.ebay.com/rtn/Return/RtnPrintShippingLabel>

11/8/2017

**Final Details for Order #112-7769415-7409866**

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**Order Placed:** November 10, 2017**Amazon.com order number:** 112-7769415-7409866**Order Total:** \$36.99**Shipped on November 11, 2017****Items Ordered**

1 of: *Mobil 1 96989 0W-40 Synthetic Motor Oil - 1 Quart (Pack of 6)*  
Sold by: Amazon.com LLC

Condition: New

**Price**

\$36.99

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$36.99  
Shipping & Handling: \$0.00

Total before tax: \$36.99  
Sales Tax: \$0.00

**Total for This Shipment: \$36.99****Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$36.99  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$36.99  
Estimated tax to be collected: \$0.00

**Grand Total: \$36.99**

To view the status of your order, return to [Order Summary](#).

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**Final Details for Order #112-5716490-0712221**

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**Order Placed:** November 10, 2017**Amazon.com order number:** 112-5716490-0712221**Order Total: \$12.99****Shipped on November 12, 2017****Items Ordered****Price**

1 of: Poweka Replacement Recoil Pull Start Starter for Honda Gx340 Gx390 \$12.99  
Gx610 11hp 13hp Generator Parts New  
Sold by: Y&F MALL ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$12.99  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$12.99  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$12.99**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$12.99  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$12.99  
Estimated tax to be collected: \$0.00

**Grand Total: \$12.99**To view the status of your order, return to [Order Summary](#).

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# AMERICAN LANDMASTER



2499 S. 600 E. SUITE 102  
COLUMBIA CITY, IN 46725  
TX: (260) 432-1596 FX: (260) 432-7870

**PACKLIST: 886133**

Date: 11/14/2017

Page: 27

FOB: COLUMBIA CI

## Sold To

CREDIT CARD (FLORIDA)  
Please note charge may appear on your  
credit card billing as "ASW, LLC".  
Packlist is your Receipt. For a Detailed Invoice  
please email orders@amsportworks.com. Thank you

## Ship To

GERHARD VAN DER SNEL  
7360 FIVE OAKS DR  
HARMONY, FL 34773  
USA  
407-301-2235

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS		CARRIER	
CCFL		VAN DER SNEL		CREDIT CARD		UPS GROUND	
SALES REP ID	FREIGHT TERMS	SHIPPING METHOD		SHIP DATE		ORDER # / BOL #	
	BILLED	Ground				674202	
QUANTITY		ASW	CUSTOMER	DESCRIPTION		WEIGHT	
ORD	SHP	BCK	PART NO.			EACH	TOTAL
1			2-18411	2-18411	WINDSHIELD, CLEAR - LM HOOD STYLE U34	26.00 #	26 #

## \*\* ORDER SPECIFICATIONS \*\*

VERBAL  
SB

GERALD- LM400

Transaction ID: 60774520048  
Payment Method: XXXX4354

Amount: 258.99

Customer Name: GERHARD VAN DER SNEL

gerhardharmony@gmail.com \*include invoice

DESIRED SHIP DATE: 11/14/2017

*Vehicle*

*Approved G v/d Snel 11/20/2017*

**Please DO NOT accept damaged merchandise from the freight carrier.  
Contact American SportWorks for further instructions.  
Please report any concealed damage or missing items  
within five (5) days of receiving the product.**

RECEIVED BY:

DATE:

✓  
APlus  
0067-6718-00  
6990 E Irlo Bronson  
St. Cloud Florida 34  
\* FINAL RECEIPT\*  
For Credit Sales  
Card Charged Only  
Total Shown Below.

Trans #: 177051  
Grade: Regular (87)  
Pump Number: 10  
Gallons: 16.299  
Price: \$2.499  
Total Fuel: \$40.73  
Total Sale: \$40.73

Term: JD12417328001

Appr: 059149

Seq#: 031369  
Capture

MasterCard  
XXXXXXXXXXXX4354  
Swiped

11/14/2017 07:50:16  
Thank You For  
Shopping APlus

Approved Gv/d Snel 11/14/2017

**Final Details for Order #112-8932060-3121836**

Print this page for your records.

**Order Placed:** November 15, 2017**Amazon.com order number:** 112-8932060-3121836**Order Total: \$30.10****Shipped on November 15, 2017****Items Ordered**

2 of: *GOJO 903412 Bag-In-Box Liquid Soap Dispenser, 800mL, 5 3/4w x 5 1/2d x 11 1/8h, White* **Price**  
Sold by: Amazon.com LLC \$15.05

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$30.10  
Shipping & Handling: \$0.00

Total before tax: \$30.10  
Sales Tax: \$0.00

**Total for This Shipment: \$30.10****Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$30.10  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$30.10  
Estimated tax to be collected: \$0.00

**Grand Total: \$30.10**

To view the status of your order, return to Order Summary.

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**Final Details for Order #111-8247138-3116216**

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**Order Placed:** November 14, 2017**Amazon.com order number:** 111-8247138-3116216**Order Total:** \$20.03**Shipped on November 15, 2017****Items Ordered**

1 of: *GreenWorks 29072 Replacement Pole Saw Chain, 8-Inch*  
Sold by: Amazon.com LLC

Condition: New

**Price**

\$20.03

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$20.03  
Shipping & Handling: \$0.00  
-----

Total before tax: \$20.03  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$20.03**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$20.03  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$20.03  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$20.03**

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**Final Details for Order #112-0894902-2846663**

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**Order Placed:** November 15, 2017**Amazon.com order number:** 112-0894902-2846663**Order Total: \$13.50****Shipped on November 15, 2017****Items Ordered**

1 of: (100)3/8"-16 Nylon Insert Lock Nuts (Zinc Plated) Nylock  
Sold by: Trinity Fastener ([seller profile](#))

**Price**

\$13.50

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$13.50  
Shipping & Handling: \$0.00

Total before tax: \$13.50  
Sales Tax: \$0.00

**Shipping Speed:**

Standard Shipping

**Total for This Shipment: \$13.50****Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$13.50  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$13.50  
Estimated tax to be collected: \$0.00

**Grand Total: \$13.50****Credit Card transactions** MasterCard ending in 4354: November 15, 2017: \$13.50

To view the status of your order, return to [Order Summary](#).

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TRUCK.

Wawa #5123  
 1125 E Irlo Bronson  
 St. Cloud FL 34789  
 \*\*\*\*\*  
 11/16/2017 12:16:39 P  
 Term: JD12067193001  
 Appr: 024458  
 Seq#: 022758  
 Product: Unleaded  
 Pump Gallons Price  
 10 26.805 \$2.429  
 Total Sale \$65.11  
 Capture

MasterCard  
 XXXXXXXXXXXXX4354  
 Swiped

11/16/2017 12:12:02

I agree to pay the  
 above Total Amount  
 according to Card  
 Issuer Agreement.

\*\*\*\*\*  
 YOUR OPINION MATTERS

Tell us about your  
 experience at  
 \* MyWawaVisit.com \*

Take our survey for  
 a chance to win a  
 \$250 Wawa Gift Card  
 Disponible  
 en Espanol

\*\*\*\*\*  
 Survey Code: 1449014  
 Store Number: 05123  
 \*\*\*\*\*

Please respond  
 within 5 days  
 NO PURCHASE  
 NECESSARY  
 See rules at website

Approved G v/d Snel 11/17/2017

**Final Details for Order #111-5681666-6701861**

Print this page for your records.

**Order Placed:** November 20, 2017**Amazon.com order number:** 111-5681666-6701861**Order Total: \$13.09****Shipped on November 20, 2017****Items Ordered**

1 of: *PENN Neoprene Conventional Reel Covers*  
Sold by: Amazon.com LLC

Condition: New

**Price**

\$13.09

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$13.09  
Shipping & Handling: \$0.00  
-----

Total before tax: \$13.09  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$13.09**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$13.09  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$13.09  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$13.09**

To view the status of your order, return to Order Summary.

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**Final Details for Order #112-1075078-2270611**

Print this page for your records.

**Order Placed:** November 17, 2017**Amazon.com order number:** 112-1075078-2270611**Order Total: \$12.99****Shipped on November 18, 2017****Items Ordered****Price**

1 of: Y&F New Recoil Starter for Honda GX240 (8HP), GX 270 (9HP), 284010- ZE2-Q01ZA, 28400-ZE2,W01ZB, 28400-ZE2-Q01ZN

Sold by: Y&F MALL ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$12.99  
Shipping & Handling: \$0.00

-----  
Total before tax: \$12.99

Sales Tax: \$0.00

-----  
**Total for This Shipment: \$12.99**

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$12.99  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

-----  
Total before tax: \$12.99  
Estimated tax to be collected: \$0.00

**Grand Total: \$12.99**

To view the status of your order, return to [Order Summary](#).

*Vehicle*

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amazon.com

**Final Details for Order #112-2543267-1796247**Print this page for your records.**Order Placed:** November 17, 2017**Amazon.com order number:** 112-2543267-1796247**Order Total: \$6.95****Shipped on November 18, 2017****Items Ordered**

1 of: *HURI 12pcs Recoil Starter Bolt for Honda GX120 GX140 GX160 GX200 GX240 GX270 GX340 GX390 GX610 90008-ZE2-003* **Price** \$6.95  
Sold by: HURIPARTS ([seller profile](#))

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$6.95  
Shipping & Handling: \$0.00  
-----

Total before tax: \$6.95  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$6.95**  
-----**Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$6.95  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$6.95  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$6.95****Credit Card transactions** MasterCard ending in 4354: November 18, 2017: \$6.95To view the status of your order, return to Order Summary.Conditions of Use | Privacy Notice © 1996-2017, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 11/30/2017*

**Final Details for Order #113-7541907-6929836**Print this page for your records.**Order Placed:** November 21, 2017**Amazon.com order number:** 113-7541907-6929836**Order Total: \$101.50****Shipped on November 22, 2017****Items Ordered**2 of: *Meguiar's G15812 Ultimate Black Plastic Restorer - 12 oz.*

Sold by: Amazon.com LLC

Condition: New

**Price**

\$6.99

**Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$13.98

Shipping &amp; Handling: \$0.00

Total before tax: \$13.98

Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$13.98****Shipped on November 21, 2017****Items Ordered**8 of: *AMMEX - GPNB49100-BX - Nitrile - GlovePlus - Disposable, Powder Free, \$10.94 Industrial, 5 mil, XXXLarge, Black (Box of 100)*

Sold by: Amazon.com LLC

Condition: New

**Price****Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$87.52

Shipping &amp; Handling: \$0.00

Total before tax: \$87.52

Sales Tax: \$0.00

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$87.52***Approved G v/d Snel 11/30/2017***Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$101.50

Shipping &amp; Handling: \$0.00

**Final Details for Order #111-6829118-1459426**

Print this page for your records.

**Order Placed:** November 21, 2017**Amazon.com order number:** 111-6829118-1459426**Order Total: \$15.98****Shipped on November 21, 2017****Items Ordered**

1 of: *Scotch Thermal Laminating Pouches, 8.9 x 11.4-Inches, 3 mil thick, 100-Pack (TP3854-100)*

Sold by: Amazon.com LLC

Condition: New

**Price**

\$15.98

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$15.98  
Shipping & Handling: \$0.00

Total before tax: \$15.98

Sales Tax: \$0.00

**Total for This Shipment: \$15.98**

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$15.98  
Shipping & Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$15.98  
Estimated tax to be collected: \$0.00

**Grand Total: \$15.98**

To view the status of your order, return to [Order Summary](#).

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Misc  
Contingency

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**Final Details for Order #113-2800888-1238652**

Print this page for your records.

**Order Placed:** November 21, 2017**Amazon.com order number:** 113-2800888-1238652**Order Total: \$119.99****Shipped on November 21, 2017****Items Ordered**1 of: *Pet Waste Can, For Home Owners, Aluminum 8 Gallon Can ( PWC-026 )*Sold by: PetWasteCo ([seller profile](#))

Condition: New

**Price**

\$119.99

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$119.99  
Shipping & Handling: \$0.00  
-----Total before tax: \$119.99  
Sales Tax: \$0.00  
-----**Total for This Shipment: \$119.99**  
-----**Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$119.99  
Shipping & Handling: \$0.00  
-----**Billing address**GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United StatesTotal before tax: \$119.99  
Estimated tax to be collected: \$0.00  
-----**Grand Total: \$119.99****Credit Card transactions**

MasterCard ending in 4354: November 21, 2017: \$119.99

To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2017, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 11/30/2017*



APlus  
0067-6718-00  
6990 E Irlo Bronson  
St. Cloud Florida 34  
\* FINAL RECEIPT\*  
For Credit Sales  
Card Charged Only  
Total Shown Below.

Trans #: 177909  
Grade: Regular (87)  
Pump Number: 10  
Gallons: 20.182  
Price: \$2.459  
Total Fuel: \$49.63  
Total Sale: \$49.63

Term: JD12417328001

Appr: 084682

Seq#: 034284  
Capture

MasterCard  
XXXXXXXXXXXX4354  
Swiped

11/21/2017 07:34:16  
Thank You For  
Shopping APlus

*Approved G v/d Snel 11/20/2017*

**Final Details for Order #112-5956660-6444233**

Print this page for your records.

**Order Placed:** November 21, 2017**Amazon.com order number:** 112-5956660-6444233**Order Total:** \$22.10**Shipped on November 22, 2017****Items Ordered**1 of: *Medline Curad Triple Antibiotic Ointment, 144 Count*Sold by: MedicalLine ([seller profile](#))

Condition: New

**Price**

\$22.10

**Shipping Address:**Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United StatesItem(s) Subtotal: \$22.10  
Shipping & Handling: \$0.00  
-----Total before tax: \$22.10  
Sales Tax: \$0.00  
-----**Total for This Shipment: \$22.10**  
-----**Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$22.10  
Shipping & Handling: \$0.00  
-----**Billing address**GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United StatesTotal before tax: \$22.10  
Estimated tax to be collected: \$0.00  
-----**Grand Total: \$22.10****Credit Card transactions** MasterCard ending in 4354: November 22, 2017: \$22.10To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2017, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 11/30/2017*

**Final Details for Order #112-0078541-1268220**

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**Order Placed:** November 21, 2017**Amazon.com order number:** 112-0078541-1268220**Order Total: \$7.13****Shipped on November 22, 2017****Items Ordered**

1 of: *Flexible Fabric Bandages - Flex Fabric Adhesive Bandages Knuckle  
Bandages for Finger Care and to Protect Wounds from Infection - (100 Count  
Box)*

Sold by: TheSavingsMart ([seller profile](#))

Condition: New

**Price**

\$7.13

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$7.13  
Shipping & Handling: \$0.00  
-----

Total before tax: \$7.13  
Sales Tax: \$0.00  
-----

**Total for This Shipment: \$7.13**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$7.13  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$7.13  
Estimated tax to be collected: \$0.00

**Grand Total: \$7.13**

To view the status of your order, return to [Order Summary](#).

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**Details for Order #114-9833278-1136213**Print this page for your records.**Order Placed:** November 27, 2017**Amazon.com order number:** 114-9833278-1136213**Order Total:** \$39.27**Shipping now****Items Ordered**2 of: *PENN Neoprene Conventional Reel Covers*

Sold by: Amazon.com LLC

Condition: New

**Price**

\$13.09

**Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$26.18

Shipping &amp; Handling: \$0.00

-----

Total before tax: \$26.18

Sales Tax: \$0.00

-----

**Total for This Shipment: \$26.18**

-----

**Shipping Speed:**

Two-Day Shipping

**Shipping now****Items Ordered**1 of: *PENN Neoprene Conventional Reel Covers*

Sold by: Amazon.com LLC

Condition: New

**Price**

\$13.09

**Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

Item(s) Subtotal: \$13.09

Shipping &amp; Handling: \$0.00

-----

Total before tax: \$13.09

Sales Tax: \$0.00

-----

**Total for This Shipment: \$13.09**

-----

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$39.27

Shipping &amp; Handling: \$0.00

-----

**Billing address**

Approved G v/d Snel 11/30/2017



**Details for Order #114-4518058-2308264**

Print this page for your records.

**Order Placed:** November 27, 2017**Amazon.com order number:** 114-4518058-2308264**Order Total: \$13.48****Shipping now****Items Ordered**

1 of: Brother P-touch TZe231, 1/2" (0.47") Black on White Standard  
Laminated Tape - 26.2 ft. (8m)  
Sold by: Amazon.com LLC

**Price**

\$13.48

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

Item(s) Subtotal: \$13.48  
Shipping & Handling: \$0.00  
-----

Total before tax: \$13.48

Sales Tax: \$0.00  
-----**Total for This Shipment: \$13.48**  
-----**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$13.48  
Shipping & Handling: \$0.00  
-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$13.48  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$13.48**To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2017, Amazon.com, Inc. or its affiliates

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**Details for Order #111-5925075-2735402**

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**Order Placed:** November 28, 2017**Amazon.com order number:** 111-5925075-2735402**Order Total:** \$209.97**Not Yet Shipped****Items Ordered**

3 of: *Low Back Bass Pro Style Folding Fishing Boat Seat with Marine Grade  
Cushion Pads Charcoal/Gray*

Sold by: Daisywood ([seller profile](#))

Condition: New

**Price****\$69.99***Boats***Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$209.97

Shipping & Handling: \$0.00

-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$209.97

Estimated tax to be collected: \$0.00

-----

**Grand Total: \$209.97**

To view the status of your order, return to [Order Summary](#).

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*2081*

*Approved G v/d Snel 11/30/2017*

APlus  
0067-6718-00  
6990 E Irlo Bronson  
St. Cloud Florida 34  
\* FINAL RECEIPT\*  
For Credit Sales  
Card Charged Only  
Total Shown Below.

Trans #: 178691  
Grade: Regular (87)  
Pump Number: 12  
Gallons: 14.448  
Price: \$2.399  
Total Fuel: \$34.66

Total Sale: \$34.66

Term: JD12417328001

Appr: 032382

Seq#: 037115  
Capture

MasterCard  
XXXXXXXXXXXX4354  
Swiped

11/28/2017 08:00:01  
Thank You For  
Shopping APlus

Approved G v/d Snel 11/30/2017

**Details for Order #111-0001063-7565816**

Print this page for your records.

**Order Placed:** November 28, 2017**Amazon.com order number:** 111-0001063-7565816**Order Total:** \$21.99**Not Yet Shipped****Items Ordered**

1 of: 10Pc Super Strong 90 lbs Neodymium Cup Magnet 1.26" Countersunk  
Round Base Mounting Magnet Used as Tool Holder and Door Latch w/Screws,  
Strongest & Most Powerful Rare Earth Magnets by Applied Magnets  
Sold by: Applied Magnets ([seller profile](#))

**Price**

\$21.99

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

**Shipping Speed:**

Standard Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$21.99

Shipping &amp; Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$21.99

Estimated tax to be collected: \$0.00

**Grand Total: \$21.99**

To view the status of your order, return to [Order Summary](#).

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1 of 1

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**Details for Order #111-2629375-1493008**

Print this page for your records.

**Order Placed:** November 28, 2017

**Amazon.com order number:** 111-2629375-1493008

**Order Total:** \$6.29

**Not Yet Shipped****Items Ordered**

1 of: *Buffalo Tools GSPIN Connector Pins for GSF55/GSCB7/GSBP/GSC8  
Exterior Scaffold Components, 4-Piece*  
Sold by: Show-Me Tools ([seller profile](#))

**Price**

\$6.29

Condition: New

**Shipping Address:**

Gerhard van der Snel  
7360 Five Oaks Dr  
Office trailer  
HARMONY, FLORIDA 34773-6047  
United States

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$6.29

Shipping & Handling: \$0.00

-----

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD  
210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071-7320  
United States

Total before tax: \$6.29

Estimated tax to be collected: \$0.00

**Grand Total: \$6.29**

To view the status of your order, return to [Order Summary](#).

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*Approved G v/d Snel 11/30/2017*

**Details for Order #113-9796869-5173832**

Print this page for your records.

**Order Placed:** November 30, 2017**Amazon.com order number:** 113-9796869-5173832**Order Total: \$14.53****Not Yet Shipped****Items Ordered**1 of: *3M Scotchlok IDC Butt Connector, 100 Pack Yellow*Sold by: JB Tool Sales ([seller profile](#))

Condition: New

**Price****\$14.53****Shipping Address:**

Gerhard van der Snel

7360 Five Oaks Dr

Office trailer

HARMONY, FLORIDA 34773-6047

United States

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Debit Card | Last digits: 4354

Item(s) Subtotal: \$14.53

Shipping &amp; Handling: \$0.00

**Billing address**

GERHARD VAN DER SNEL HARMONY CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS, FL 33071-7320

United States

Total before tax: \$14.53

Estimated tax to be collected: \$0.00

**Grand Total: \$14.53**To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2017, Amazon.com, Inc. or its affiliates*Approved G v/d Snel 11/30/2017*

**7D.**

## HARMONY COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

### ORGANIZATION/COMPANY USE APPLICATION

**IMPORTANT:** Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

#### APPLICANT INFORMATION

Name of Entity/Organization/Company: Soccer Club of St. Cloud

Address: PO Box 701835, St. Cloud, FL 34770

Type of Organization: ☒ Non-Profit    ☐ Commercial    ☐ Government    ☐ Private

If Non-Profit, does your organization hold a current 503(c)(3) certificate? ☒ Yes    ☐ No

Contact Person: Patricia Herodier    E-mail: patty-herodier@hotmail.com

Work Phone: \_\_\_\_\_    Cell Phone: 410.725.6510

#### EVENT INFORMATION

Type of event: Soccer practices & scrimmages

Requested location: Soccer fields by splash pads.

Event date(s): 2/12/18 - 5/6/18 Times From: 4:00 (a.m./p.m.) To: 7:30 (a.m./p.m.)

Anticipated # of attendees: 30    What age group? Saturdays 8:30am - 12pm  
4 - 13

**NOTE:** If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.

#### DAMAGE DEPOSIT

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount **\$250** at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

**INDEMNIFICATION AND HOLD HARMLESS**

The EVENT ORGANIZER agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

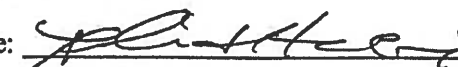
The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), Florida Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, F.S.

**SIGNATURE OF APPLICANT/EVENT ORGANIZER**

**ACKNOWLEDGEMENT:**

- *I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.*
- *I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.*
- *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature: 

Date: 9/26/2017

Printed Name: Patricia H. Hendrix

**APPROVAL FROM HARMONY CDD**

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

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

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

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

## VENDORS/MERCHANDISE

*Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.*

How many vendor/merchandise locations will your event require? 0

Please describe vendors/type that will occur on day of event: 0

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ☐ Yes ☒ No

## CATERING

Will your event require catering? ☐ Yes ☒ No

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell/ Pager: \_\_\_\_\_ Email: \_\_\_\_\_

## CONTACT INFORMATION

*Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.*

### Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-3400

### Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

## **Eighth Order of Business**

**8B.**



# memo

To: Robert Koncar, District Manager, Harmony CDD

From: Ray Walls, Vice Chairman, Harmony CDD

CC: Harmony CDD Supervisors  
Tim Qualls, District Counsel, Harmony CDD

Date: December 11, 2017

Re: Discussion Item for December 21, 2017 Harmony CDD Meeting

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Comments: Given the recent changes in the District Manager position, and the transition from a long-time Manager to new individuals, I think it appropriate that the Harmony CDD board re-evaluate the District Manager position and the duties it should entail.

Based on the board discussion at the November meetings, I believe that it is the board's desire that the District Manager be more involved in enacting the board's policy and providing support and oversight to the Field Operations Manager. This is different from what the current arrangement has evolved into, but I believe a clarification is necessary to effectively manage the growth the CDD has experienced in size and scope.

To that end, I would like a discussion item to be added to the December 21, 2017 meeting for the board to consider drafting an RFP for District Manager services. The aim would be for the board to develop a contract scope that meets the needs of the district, as we see them today and going forward.

Thank you in advance for your assistance.