

## MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, September 24, 2020, at 6:00 p.m. via virtual teleconferencing using WebX.

Present and constituting a quorum were:

Steve Berube  
Bill Bokunic  
Kerul Kassel  
David Farnsworth  
Mike Scarborough

Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Kristen Suit  
Tim Qualls  
Tristan LaNasa  
Steve Boyd  
Gerhard van der Snel  
Scott Feliciano  
Pete Betancourt  
Residents and Members of the Public

District Manager: Inframark  
District Attorney: Young Qualls, P.A.  
Young Qualls, P.A.  
District Engineer  
Field Services Manager  
Servello  
Servello

*The following is a summary of the discussions and actions taken at the September 24, 2020 Harmony CDD Board of Supervisors meeting.*

### **FIRST ORDER OF BUSINESS**

#### **Roll Call**

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

Roll was called and the record will reflect a quorum.

### **SECOND ORDER OF BUSINESS**

#### **Audience Comments**

Ms. Kramer addressed the VC-1 usage noting she would not encourage a working vegetable garden, but a flower garden or English garden would be pretty.

Supv Berube outlined a vegetable garden which is alongside a road at Lake Nona in Laurette Park.

### **THIRD ORDER OF BUSINESS**

#### **Approval of the Minutes**

#### **A. August 27, 2020 - Regular Monthly Meeting Minutes**

Ms. Suit noted edits were received from Supervisor Kassel's. The minutes have been updated.

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the August 27 regular meeting minutes, as amended, were approved. (5-0)

#### **FOURTH ORDER OF BUSINESS**

#### **Subcontractors' Reports**

##### **A. Servello**

##### **i. Grounds Maintenance Status (*Work Chart*)**

Mr. Servello reported they have had a hiccup with the trees. They were there all week trimming trees. They have had five who have tested positive for COVID-19 on the arbor crew. The arbor foreman should be back at the beginning of the week.

Supv Berube noted a few months back he requested they replace some sod in front of the tree rings in front of Cat Brier. It was done, but all of the sod installed has died. Mr. Betancourt said he would pull it out, which has not happened, and they have not heard anything about a plan for replacement.

Mr. Feliciano noted in a lot of those areas the sod is not going to grow due to the tree roots and too much shade. In those areas he would like to install Liriope grass. It provides a different look and nice plantings around it. It will give the desired look coming down the boulevard plus cover the bare areas.

Supv Berube noted it sounds like a reasonable plan. If they will send some pictures to Mr. van der Snel, if he likes it, he will bring it to the Board.

Mr. van der Snel noted he does not have any comments. He is satisfied; they are working hard. He does not have any concerns.

#### **FIFTH ORDER OF BUSINESS**

#### **Storm Drain Pipe Failure Update**

Supv Berube addressed the storm drain pipe failure noting there has been a lot of movement on it this week. The storm pipe is in the ground and reconnected. The hole has been filled and the area graded. There is still some construction equipment onsite that will be removed. The bad news is they were still having legal discussions with District Counsel and Brownie's. They have gone over the contracted amount and the overage is still subject to discussion. The problem being the contract calls for written change orders to be approved by the District Manager which they did not get. Now they have to have negotiations with District Counsel and Brownie's as to where they are going to end up money-wise. There will be further discussion next month.

Supv Kassel inquired if they know the overage amount?

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Supv Berube noted as of where they are now, Brownie's says the total project is worth \$122,000.00. To grade, sod and blend it all in they say it will be \$150,000.00 in total. The numbers are very high, higher than anticipated rental cost because they projected forward for rental days, by filling in the hole they also did not fulfill the contract properly and it has to be checked for proper density of the soil compaction in the hole. If that needs to be fixed it will change things. The problem is they have not had enough time to figure out, it has been a live job this week with fast progress and many changes as it went. Supv Berube, the District Manager, District Counsel, and the District Engineer have been going back and forth all week with the changing situation. This is what they know right now, they anticipate it will double the contract costs and have spent 2/3 of the way there without any authorization from the District and they are having that discussion now. The good news is the job is mostly finished; the specific job of fixing the broken drain pipe and sealing it in is done and water will flow the way it should be. The rest of the details are still to be worked out.

Supv Farnsworth inquired if there was a not to exceed of \$75,000.00.

Supv Berube noted they did, and they blew right by it. The first they heard of it was Monday afternoon when they were provided a change order for \$75,000.00. He inquired if Mr. Qualls had anything to add.

Mr. Qualls noted he has not been onsite and would like to speak with Mr. Boyd. The contract used the typical language that any change order has to be approved in writing. He understands Brownie's did some damage, he needs some specifics so he can send them a letter to try to bring some closure to it and direction from the Board on how to proceed.

Ms. Suit noted to date Brownie's has been paid \$30,170.00.

Supv Berube noted the initial contract was \$51,070.00. They paid a little less than 50% down, paying \$25,000.00 on the second contract that was a total of \$57,000.00. Total money on contracted work of \$63,000.00.

Mr. Qualls inquired if the job is done to the District Engineer's standards at this point where they could pay the remaining amount agreed to under the contract or would it be premature?

Ms. Suit noted they have not received an invoice.

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Mr. Boyd noted his concern at this point is they backfilled it very quickly which means to him it was not compacted in layers. His recommendation is they will need some geotechnical engineering to do some SPT borings. If they find it is too loose then they may be in a situation of having to enforce Brownie's or bring somebody else in to re-excavate and re-compact the area for long term stability of the pipe. The good news is it is not an area that has heavy loads on it, although the weight of the earth itself is a load and if it is not sufficiently compacted there could be problems down the road. He is recommending they test the density and they need verification that they pulled the plugs on each end.

Supv Berube noted he knows they have not pulled the plugs as he saw the rope hanging out of the manhole today. To his knowledge the driver has not been back today. There are a lot of moving pieces and they will have to handle them one at a time.

Mr. Qualls noted they should keep him posted and give him direction on what they need to do and when.

Supv Berube noted Brownie's has not left the job site yet, he does not know what else they are going to do. They will let them finish what they are going to do at this point, see where that ends up and once they know that they will put their heads together and decide what the next step is.

## **SIXTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. District Engineer**

#### **i. Discussion and Consideration of Updated Maps**

Mr. Boyd reported he sent Mr. Farnsworth the updated maps earlier today with the second pond and Neighborhood O. At some point, someone graphically enhanced the map and renumbered the ponds and he does not have that file to do that. If they will send him the file, he can do the numbering. Neighborhood O is 44 and should be 44A and 44B as it is an extension of the Neighborhood O pond and share the same outfall.

Supv Farnsworth addressed the numbers noting the larger numbers are used by Field Services for maintenance.

Mr. van der Snel noted they will add a number to the map and include it in the report.

#### **ii. Easement Request**

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Mr. Boyd reviewed the easement request from Harmony Central for the neighborhood being built. It is outside of the Harmony boundaries, but they will be extending water, sewer and reclaimed waterline parallel to but south of the gas easement on the southside near the garden area. Most is developer owned and they will be obtaining an easement from the developer, at the west end where the gas easement intersects Five Oaks Drive there is CDD property. The last exhibit shows the extent of the easement they are requesting from the CDD. The retains ownership of the property and the right to use it other than building something that would interfere with the utility lines, from a practical standpoint there is no use for the property that he can envision. The grantee, the developer, will be responsible for any maintenance to the lines required. The lines will be dedicated to TOHO and they will become the maintenance entity once the development is completed. He noted there was a request to ask the grantee to regrade the access road and he thinks it is a suitable request in exchange for granting the easement.

Supv Berube noted his thought was they will be working along the length of the road.

Mr. Boyd noted the developer is responsible for obtaining permissions from the gas company for any work they are doing adjacent to the line or if they are going to be driving on the line.

Supv Berube addressed his thought on having them grade the access road noting he thought it was a reasonable request to ask to regrade and compact the entire road. What is the next step if it is approved?

Ms. Suit noted he has been calling her to follow-up to find out when it was going to be addressed. She has told him several times it would be tonight.

Supv Berube inquired if there is anything in the easement request that is unusual; he did not see anything.

Mr. Boyd noted if you want to make the regarding request that would be the only additional condition to put on the easement.

Ms. Suit noted she told him about when she spoke with him yesterday and he did not see it as a problem. She can let him know if the Board approves, but what documentation do they need.

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Mr. Boyd noted they will send them the request of what they want them to do on the road, have them add it to the easement and then it can be signed.

Supv Kassel inquired if that would include some kind of specs about the road.

Mr. Boyd noted they would attach a specification of some sort for regrading without bringing in new material. He has not had a lot of experience with regrading an unpaved road, so he will do some research and come up with a specification.

Ms. Suit inquired if the easement documents will be sent to Mr. Boyd.

Mr. Boyd noted it will need to be signed by the District and the applicant.

Ms. Suit noted she is not going to understand all the language and wants to be sure someone is reviewing it.

Mr. Boyd noted both Mr. Qualls and he will need to review it.

On MOTION by Supv Berube seconded by Supv Farnsworth, with all in favor, the easement request from Harmony Central subject to approval of easement documents after review by District Counsel and the District Engineer and adding that Harmony Central regrade and recompact the road from beginning to end, was approved.  
(5-0)

## **B. District Attorney**

Supv Berube reported two additional ethic complaints have been filed against him by Ms. Ash-Mower and Ms. Nancy Snyder. The Commission on Ethics has dismissed all three complaints filed.

Mr. Qualls noted they provided their report and hopefully everyone had a chance to review it. He would be happy to go through it or take any questions.

Hearing no questions or comments, the next item followed.

### **i. Brownies Drain Replacement Agreement**

Previously addressed.

### **ii. Update on CDD's Irrigation System Infringement**

Mr. Qualls noted it is addressed in the General Counsel report.

Supv Kassel inquired if he had any response to the letter written in early September.

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Mr. Qualls noted he has not. Supervisor Bokunic had a conversation with Mr. Fusilier. He reached out to Mr. Fusilier's counsel and asked that the conversation be reduced to writing and he has not received anything on that.

Supv Kassel inquired if Supervisor Bokunic can share the outcome of the conversation.

Supv Bokunic inquired if he is okay to discuss.

Mr. Qualls noted he is. The reason they asked for it in writing is any sort of offer in order to be legitimate has to be reduced to writing. Technically speaking, until it is reduced to writing it is not a settlement offer.

Supv Bokunic reported on his conversation with Mr. Fusilier noting he seemed agreeable to working some things out with the District in exchange for taking care of some of his stuff. He agreed to drop the lawsuit and wants an apology from Supervisor Berube. He asked that they have Mr. Qualls write it up and now they are waiting for a response.

Supv Kassel noted she appreciates Supervisor Bokunic's efforts.

Ms. Suit noted they do not yet have the terms.

Supv Bokunic noted they have the terms and put them in writing.

Mr. Qualls noted no, I called Mr. Marks and said I understand a discussion took place and here is how I understood the discussion. Please confirm with your client and if this is accurate please provide that in writing. This is standard and how a settlement negotiation process would work. Under Florida Statute it has to be reduced to writing. You did an excellent job and I think I accurately conveyed what you provided to me and now that next step just needs to be taken. If the next step was taken, we would probably advertise to have a shade meeting. You want to be careful when you are discussing a settlement. The process only officially begins when something is received in writing which to date, they have not received, not only in terms of a settlement, but they have not received anything in writing suggesting why Harmony Retail believes or some documentation that would indicate there is some proof of ownership of the irrigation system itself. The District submitted easements, it is all included in the agenda package, and they have not received a response to that. It could be for a variety of reasons and he would not read anything into silence but that is where they are procedurally. Everything sent to the other party they have in the agenda package.

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Supv Farnsworth inquired if this means they are still shut out of controlling the meters and flow of water and so forth to irrigate our land.

Mr. van der Snel noted that is correct.

Supv Farnsworth noted they cannot even irrigate their own property.

Mr. van der Snel noted on this particular clock.

Supv Farnsworth noted there are two boxes there.

Mr. van der Snel noted there are actually three boxes they do not have access to right now. They are only use two of the boxes, but they do not have access.

Supv Farnsworth inquired since they do not have access has Mr. Fusilier hooked back up his line, so they are now watering his property again.

Mr. van der Snel noted one main line has been shutoff. The water bill shows the area is not being irrigated. He has not had the chance to irrigate the boxes as he does not have permission.

Supv Farnsworth noted if they know when the watering cycle is they could check whether it is being watered.

Mr. van der Snel noted Maxicom takes over the entire system, but if he puts it on off of Maxicom he has control over the boxes.

Supv Berube noted they have discussed it for the last two months.

Supv Farnsworth noted he thought the deadline had taken care of this and now the deadline has gone by twice.

Supv Berube noted they did last month, and Supervisor Bokunic stepped up to say he would talk to Mr. Fusilier to see if we can reach some sort of agreement. They had the conversation, Counsel tried to reduce it to writing and make sure this is the real thing and no response. Supv Berube reiterated the conversation of last month noting they are trying to undo whatever is going on.

Supv Scarborough noted it is an ongoing trend and he cannot figure why they, month-after-month, continue to kick the ball down the road. At some point they have to stop the bleeding and with this entity they just continue putting band-aids and nothing ever gets resolved.

Supv Farnsworth inquired if it has come the time to seek injunctive relief or eminent domain or something to get this settled and behind them.



Supv Scarborough noted this is what he is thinking, it is now month number three. At what point do they decide they have to take control of for their responsible entities of the CDD property.

Supv Farnsworth noted he was posing the legal options to District Counsel.

Supv Berube inquired if they should go on property to cut the boxes open and take control back or do, they do what has been suggested and get injunctive relief which will take even more time and cost more money.

Mr. Qualls noted his understanding is vegetation is not dying and they can still control everything through the Maxicom system, he is reluctant to advise, even though they have a right, it is a sticky wicket. Unless vegetation is dying or the public is losing money or assets at this point, I would not advise cutting the locks off. Going to court is an avenue they have, but it will not be fast. He cannot make the decision for the Board.

Supv Scarborough noted while the system is controlled by Maxicom, they cannot do the ongoing maintenance of the system. Things break and get clogged and you cannot let that go on for very long especially with the reclaimed water system they have. You need to have the remote access at the standalone clocks to perform the maintenance on the different zones.

Supv Bokunic noted Mr. Fusilier told him if they want access they just have to ask.

Supv Kassel noted there is nothing to prevent him from putting new padlocks on if they are cut off.

Supv Scarborough noted he is not for asking permission to work on his own property.

Supv Berube noted here they go another month without resolution, but if they are going to ask, if that is what he said, then go ahead and ask. However, let them back up to a point District Counsel made or asked. Do they have vegetation of any kind – plants, bushes, grass, anything that needs to be watered – that is not being watered now and an estimate of how much is not being watered because they do not have control of the clocks.

Mr. van der Snel noted with the weather there is not a problem with any damage occurring. Clock 1 has four zones on the east side and Clock 3 covers the entire side where the tunnel is, the outside horseshoe of Ashley Park and the fence line. There are

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eight zones that cover St. Augustine grass, the other zones cover Bahia grass. He is no concerned about the Bahia because it will green again, however, the entire strip on Sebastian bridge, the tunnel side, and the little strip on Clay Brick will not be watered. That little strip needs water to survive.

Supv Berube noted if they do not have the rainfall, they will have grass that will wither away and/or die.

Mr. van der Snel noted if the Maxicom system is shut off that would be the case, however, it still runs right now.

Supv Kassel noted it is running so why do they need to cut padlocks.

Mr. van der Snel noted you have to do maintenance. If one of the fuses in those boxes goes the entire system is down on that clock.

Supv Kassel noted if Mr. Fusilier is only asking that they make a request as a body to have the padlocks removed, she does not see why they cannot just make the request.

Supv Bokunic noted that is not what he thinks he said, the way he took it was he did not say he would remove the padlocks he said to request when they want access so he might open them up for that duration or something.

Mr. van der Snel noted someone from Mr. Fusilier's maintenance crew has to be with them to do maintenance.

Supv Kassel noted they are not paying them only their own field services.

Supv Bokunic noted he sees where some of the Board wants to go but he does not think they need to be provocative on this yet.

Mr. van der Snel noted they can give it a try and ask to see what happens.

Supv Berube noted they had not heard the piece about asking for access. The request would be to have reasonable access and see what happens.

### **iii. Review of Memo re: District Solicitation Policy**

Supv Berube noted there was an add today from Supervisor Farnsworth regarding some changes. He requested Supervisor Farnsworth address his concerns with Mr. Qualls wrote and his suggested changes.

Supv Farnsworth noted what he submitted as an alternative is an industry standard template that was customized for Harmony. It was intended to augment or supplement

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the item he designated in the Employee Policy Manual. Item H has a brief statement regarding solicitation and distributions, and this merely clarifies and expands it making it formalized, in his opinion better than the version District Counsel put together. The one he put together was very narrow in scope.

Supv Berube noted with the email coming out today he did not have time to read the suggested changes.

Ms. Suit noted it was in the package last month, it was missed in this month's package and was resent today.

Supv Kassel noted the CDD property is essentially public property and this policy prohibits requesting support for political candidates.

Supv Farnsworth noted is on CDD property, it has nothing to do with private property.

Mr. Qualls noted years ago the CDD adopted a policy regarding no political signs on CDD property.

Supv Berube requested they table to next month if everyone is okay with it.

To be placed in the October agenda package.

Mr. Qualls noted congratulations is in order for the Board with the three ethics complaints being dismissed. He thinks it is a good thing. He takes a lot of pride in the Harmony CDD, in his opinion it is the best in the State, it has been above reproach since the day it was put together; it is surviving attacks, and these were thrown out. It is a strong indication of how they are operating, it is good for their reputation and what they are doing. It is something to be proud of and to keep operating like they are operating in the Sunshine. They are not all going to agree on things, but the fact that they come together and continue to serve their community well and do it in the right way, this is a testament to that. He commends all of them for it.

Supv Berube noted they appreciate his guidance and sometimes get a little at odds with him, and perhaps a little testy because they do not always like what they hear, however, his guidance is usually adhered to and again they appreciate him being there month after month and during the month for all as needed. He thinks his counsel is well grounded and if he had other thoughts, he would certainly tell him. He appreciates him and is sure the rest of the Board does.

**C. Field Manager**

Supv Berube noted page 142 is George, he is carrying a big hunk of wood that is also known as roots. This is what they are pulling out from under the sidewalks. It is a significant amount of work to remove these from every sidewalk panel replacement. He noted a resident was kind enough to donate a chainsaw to the CDD today. Slowly but surely the sidewalks are getting done and will be an ongoing project.

Ms. Suit noted Mr. van der Snel can start sending her the next batch of receipts to get to \$10,000.00 because they are now in the next fiscal year and can be reimbursed \$5,000.00 on the first \$10,000.00.

- i. Facilities Maintenance (Parks, Pools, Docks, Boats, etc.)**
- ii. Facility Use Records (Inclusive – Boats & Other)**
- iii. Resident Submittals (Facebook & Direct)**
- iv. Pond Maintenance (Chart & Map)**
- v. Wetlands Report (Chart & Map)**

Mr. van der Snel noted his reports were in the package and inquired if there were any questions or concerns.

Mr. van der Snel requested two more phases for the sidewalk repairs starting in October and the second will be in November.

Supv Berube noted as they have done before it is 800 square feet at \$12.00 per square foot which totals \$9,600.00 per phase.

Ms. Suit noted it would be easier if it were in one invoice for the reimbursement.

On MOTION by Supv Berube seconded by Supv Farnsworth, with all in favor, sidewalk panel replacements in an amount not to exceed \$19,200.00 was approved. (5-0)

**vi. Discussion of Irrigation Meters – East Lake HOA and Ashley Park HOA**

Supv Berube addressed the property ownership with regard to what they are maintaining, and it was found there are three areas around Ashley Park owned by the Ashley Park Townhome Association but are being watered and maintained by the CDD. The policy is and has been that they do not maintain others property. Mark, the Association Manager, came to Mr. van der Snel and Supv Berube to say we have some property lines at the east end of East Five Oaks Drive there is some property being watered by that Association and the CDD on one meter and by the Association and CDD

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on the CDD meter. Mark and Mr. van der Snel met several times to try to figure out a way to separate out the meters and property, swap meters, there is no easy way of doing it. He outlined the irrigation system installed by Sun Terra and during the dedication of property to the CDD by Sun Terra pieces of the CDD got on their meter and their property on the CDD meter. The easiest way to solve this is to have the property owners deed those lands to the CDD.

Supv Kassel addressed owning the property noting in addition to paying to irrigate they will be paying to maintain it.

Supv Berube noted for Ashley Park the CDD is maintaining and watering.

Mr. van der Snel noted the CDD owns the berms in front of East Lakes, on the side where Mr. Fusilier put the fence that berm is the HOA's. There are two zones in this area that the CDD is watering but is not theirs. The rest is on one meter that is in the HOA name. They swapped the wrong meters. For the landscaping they are maintaining only the front side on Five Oaks.

Supv Kassel noted if they donate those lands to the CDD they are adding the maintenance costs.

Mr. van der Snel noted it is the area along the fence from the access to Cat Lake.

Supv Berube inquired how large an area.

Mr. van der Snel noted he thinks it would add about \$5,000.00 per year with Servello.

Ms. Suit noted she thought when the berm was being completed it was that the CDD would maintain it and the HOA would irrigate it.

Supv Berube noted they have a separate berm maintenance agreement. This is a different area.

The cost for Servello maintenance is about \$5,000.00 per acre which is 44,000 square feet.

Supv Farnworth noted it is two different HOA's involved. He has questions on the Ashley Park one wanting to split the cost of the meter.

Ms. Suit noted the meter is The Lakes HOA.

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Supv Berube noted they are both managed by Association Solutions. Ashley Park is all being paid by the CDD. There are no meters at Ashley Park, they are The Lakes. For Ashley Park they are paying to maintain three different parcels they do not own.

Supv Kassel inquired if Ashley Park and The Lakes want to donate the land to the CDD.

Supv Berube noted Mr. Hill surveyed both HOA Boards and is 99% positive that they will be willing to donate the land to the CDD. The Lakes will require an ownership vote. For Ashley Park HOA the Board can make the decision.

Supv Farnsworth noted if it comes about and these are donated to the CDD, the question of the meter goes away because they would automatically pick it up.

Supv Berube noted that is correct.

Supv Bokunic noted he owns a townhouse, so he has a conflict here. He has been asked to join the HOA so he will be voting on something that may potentially benefit him.

Ms. Suit noted there would be no benefit.

Supv Berube noted there would be benefit to either the CDD or the townhomes because the townhomes are not paying anything to maintain the property, the CDD is and has been. The only thing that would be changing is ownership of the land at the townhomes.

Supv Kassel inquired why they would not just ask them to take over the maintenance and irrigation of the land they own.

Supv Berube noted he is not sure they can easily separate out the irrigation.

Mr. van der Snel noted they have been maintaining it for 20 years and they just found it is not in the CDD's name.

Supv Kassel suggested asking Ashley Park to pay for the irrigation, mowing and landscaping.

Supv Farnsworth noted that would only apply if they do not donate the property. If they do not the CDD would be justified in making that request.

Supv Berube noted that also works while everyone is friendly and all involved know the situation, but what happens when all the personnel involved changes. It has to be clean because things change down the roads with personnel and Boards and nobody remembers what happened and why it is being done.

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Supv Bokunic inquired if they have been maintaining it how is it going to raise the costs.

Supv Berube noted for Ashley Park it is not.

Ms. Suit noted it is two different – East Lakes initially asked for the HOA to pay 50% of the TOHO bill for the meter issue.

Supv Berube noted for Ashley Park the question is are they willing to accept the deeding of the parcels from the Townhome Association.

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the dedication of parcels by Ashley Park Townhome Association, subject to District Counsel review and Board approval of Deed of Dedication, was approved. (5-0)

Ms. Suit inquired if the CDD needs to draft the deed agreement.

Supv Berube noted Mr. Hills said he would do all the paperwork on that end and submit for approval.

Mr. Qualls noted it would be a Deed of Dedication, they will review it and bring it back to the Board for approval.

Supv Berube MOVED to accept the dedication of parcel by East Lakes HOA and swap meters.

Ms. Suit inquired why they would take the land if they can swap the meters.

Mr. van der Snel noted if they swap meters, they will take ownership of the bigger meter that also waters the land in question. They smaller meter that only serves the middle strip of the entrance is now in the CDD name and needs to go to the HOA.

Supv Berube noted if they do the swap the meter will only be watering CDD property, if they deed the property to the CDD.

ON MOTION by Supv Berube seconded by Supv Farnsworth, with all in favor, to accept the parcel from East Lakes HOA and swap meters, subject to District Counsel review and Board approval of Deed of Dedication, was approved. (5-0)

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Supv Berube inquired as to the feedback on the new boat motor.

Mr. van der Snel noted it is perfect and is a little more horsepower. He managed to sell the older motor for parts for \$1,500.00.

Supv Berube noted that made the net cost of the new motor about \$2,700.00.

## **SEVENTH ORDER OF BUSINESS**

### **District Manager's Report**

#### **A. Financial Statements for August 31, 2020**

#### **B. Approval of: #245 Invoices, Check Register and Debit Purchases**

Ms. Suit noted she would be happy to answer any questions.

On MOTION by Supv Kassel seconded by Supv Farnworth, with all in favor, the August 31, 2020 financials, Invoice Approval #245, Check Register and Debit Purchases was approved. (5-0)

#### **C. Authorization to Change “Reserve – Self Insurance” to “Reserve – Underground Drainage”**

The authorization to change the name of the Reserve – Insurance of \$50,000 to Reserves – Underground Drainage was discussed with it being noted better terminology would be Reserve – Uninsured Repairs.

On MOTION Supv Berube seconded by Supervisor Bokunic, with all in favor, rename the Reserve – Insurance to Reserve – Uninsured Repairs was approved. (5-0)

#### **D. Discussion and Consideration of Field Staff Increases**

Ms. Suit addressed Field Staff increases noting her suggestion would be between 3% and 5% with it being noted this is for a pay increase not a staffing increase. The increase would be effective immediately for Shawn and Mr. van der Snel and on a rolling basis of anniversary dates for the remaining staff.

Supv Farnsworth inquired if the increases stay within the pay ranges established.

Ms. Suit noted they are within the second range within the scale.

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, Field Staff pay increases for FY 2021 not to exceed 4% were approved. (5-0)

#### **F. Discussion and Consideration of FY 2020 Audit Engagement Letter**

Ms. Suit noted the engagement is for the budgeted amount.



On MOTION by Supv Berube seconded by Supv Farnworth, with all in favor, the Audit Engagement for FY 2020 was approved. (5-0)

**G. Discussion of FY21 Board Meeting Location**

Supv Berube reported he contacted many of the churches in the area and there were either scheduling conflicts on meeting nights or no response. Grace Community Church did respond and are happy to provide space. There is a general note of what the Church expects from the CDD. The cost is less than they are currently paying at the school.

Ms. Suit noted one of the employees lives in Harmony and said he would be happy to run the sound system if they needed it.

Supv Berube noted it states both organizations as it is anticipated the HROA will move their meetings to this location also.

Supv Kassel addressed paying the meetings up front and the possibility of another pandemic.

Supv Berube noted they can agree to pay with a note regarding unforeseen circumstances - can they get additional meeting time at the end of the contracted time or a refund for unused meetings.

Supv Farnsworth inquired about additional or emergency meetings.

Supv Berube noted they are \$250 each; they just need to be provided reasonable notice to have the Deacon there to open and close the building.

Supv Kassel addressed item I. each group agrees to clean and sanitize the facility at a \$600 to \$900 estimate should any of the attendees' contract COVID-19 tied to their church visit.

Supv Berube noted the agreement states "your" attendees. They are asking the CDD voluntarily report it to them so they can clean the facility.

On MOTION by Supv Kassel seconded by Supv Scarborough, with all in favor, the FY 2021 meeting schedule with meetings to be held at Grace Community Church at a rate of \$250 per meeting, paying for 12 meetings in advance in the amount of \$3,000 subject to execution of an agreement was approved. (5-0)

*The record will reflect Supervisor Bokunic left the meeting.*

**G. Facilities Usage Applications**

- i. HROA – Music in the Square
- ii. HROA – Winter Fest

Supv Berube noted the HROA has always had use of the District facilities but the concern of the District Manager is the crowd size for these functions exceeds the number. The functions are outdoor events and social distancing is easy to achieve outside. The HROA will sign the liability waiver and has separate insurance for these events to cover them with the CDD being named as an also insured. He does not know if the CDD needs to be the traffic police with regard to these activities. The community they are serving is the same whether they are attending an HROA activity or on CDD property. He is recommending they provide approval to the HROA manager to do her outdoor activities.

Supv Kassel inquired if District Counsel has any advice he would give since the events are projected to be higher than the recommended number of participants and they are actively approving.

Mr. Qualls noted they are talking about social distancing and COVID-19 policies.

The events are outdoor at Town Square and Lakeshore Park.

Mr. Qualls noted they could approve it subject to District Counsel including some language that the entity putting on the program is responsible to ensure people comply with the latest COVID-19 restrictions from the Governor's office. He does not remember what the current outdoor requirements are other than the social distancing aspect.

Supv Scarborough inquired if the rallies being held are approached any different than what they are talking about.

Mr. Qualls noted all rules kind of go out with those.

Ms. Suit inquired if the current hold harmless signed for the October 3<sup>rd</sup> is fine.

Mr. Qualls noted it is.

Discussion followed signs being posted at the venue.

Supv Farnsworth noted there is no fee associated with the applications.

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, the HROA (4) Facilities Usage Applications subject to the HROA conforming to guidance from District Counsel regarding COVID-19 restrictions and signage was approved. (4-0)

## **EIGHTH ORDER OF BUSINESS                      Old Business**

### **A.      Discussion and Consideration of Replacing Play Equipment at Cat Brier Dog Park – Jammin’ Playgrounds - \$30,000.00**

Supv Berube suggested they approve the Jammin’ Playgrounds proposal.

Supv Kassel noted she thought they were getting more proposals.

Other proposals were received and provided to Ms. Kramer for input. The District Manager has experience with Jammin’ Playgrounds versus Game Time.

Ms. Suit addressed another community where the playground was going to be on CDD property but the HOA was paying for the playground. The proposals were expensive, so she reached out to Jammin’ Playground and received the proposal with more items included along with benches and trash cans for \$11,000.00 less than the other companies.

Discussion continued with it being noted the playground equipment is not on the gas line.

Supv Kassel noted she still does not know why they do not have more quotes noting she provided a link to Mr. van der Snel and Ms. Suit.

Ms. Suit noted the site is more like an Angie’s List type site.

Supv Berube MOVED to purchase and install from Jammin’ Playgrounds in an amount not to exceed \$30,000.00 and Supv Scarborough seconded the motion.

Supv Kassel noted she still does not know why they do not have more quotes noting she provided a link to Mr. van der Snel and Ms. Suit.

Ms. Suit noted the site is more like an Angie’s List type site. Maybe she is doing something wrong.

On VOICE vote with Supv Berube, Supv Scarborough and Supv Farnsworth voting aye and Supv Kassel voting nay, the motion was approved. (3-1)

## **NINTH ORDER OF BUSINESS                      New Business**

### **A.      Discussion of Parcel VC-1 Usage**

Supv Farnsworth addressed the purpose for bringing this back up noting Ms. Kramer believes there is no cost involved but since they now own it they are not receiving income from the property and by not using it, it is costing them.

Harmony CDD  
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Ms. Suit noted it is costing them as they are paying the debt service which is \$20,000 plus per year.

Supv Farnsworth noted the idea is to kickoff batting around some ideas and options for its use.

This item tabled to next meeting.

**TENTH ORDER OF BUSINESS**

**Topical Subject Discussions**

There being none, the next item of business followed.

**ELEVENTH ORDER OF BUSINESS**

**Supervisors' Requests**

There being none, the next item of business followed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the meeting was adjourned.

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Kristen Suit  
Secretary

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Steven Berube  
Chairman