

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 17, 2020, at 6:00 p.m. at the at the Grace Community Church, 5501 East Irlo Bronson Highway, St. Cloud, FL.

Present and constituting a quorum were:

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| Teresa Kramer | Chair |
| Dan Leet | Vice Chairman |
| Steve Berube | Assistant Secretary |
| Kerul Kassel | Assistant Secretary (via phone) |
| Mike Scarborough | Assistant Secretary |

Also present were:

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| Kristen Suit | District Manager: Inframark |
| Tim Qualls | District Attorney: Young Qualls, P.A. |
| Tristan LaNasa | Young Qualls, P.A. |
| Steve Boyd | District Engineer (via phone) |
| Gerhard van der Snel | Field Services Manager |
| Pete Betancourt | Servello |
| Residents and Members of the Public | |

The following is a summary of the discussions and actions taken at the December 17, 2020 Harmony CDD Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

Supv Kramer called the meeting to order at 6:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Approval of Agenda

Supv Berube suggested moving the three policy discussions to the end of the agenda.

Supv Kramer recommended the policy discussion under the fourth order remain where it is with the Brownies hearing following.

On MOTION by Supv Berube seconded by Supv Scarborough, with Supv Berube, Supv Scarborough and Supv Kassel voting aye and Supv Kramer and Supv Leet voting nay, to move the three policy agenda items to the end of the meeting for discussion and consideration was approved. (3-2)

On MOTION by Supv Berube seconded by Supv Leet, with all in favor, the agenda was approved. (5-0)

THIRD ORDER OF BUSINESS

Audience Comments

Mr. James Bell requested the Board extend the no parking signs on Schoolhouse around the soccer field.

Supv Kramer noted the signs were installed by the County at the request of the school.

Mr. Bell further addressed parking in bike lanes. He requested the Board consider completing the alleyway repaving. He further addressed the street trees on the property between the sidewalk and street on Five Oaks, Cat Brier, and Schoolhouse.

Supv Berube noted those three areas are maintained by the CDD through Servello.

Discussion continued on the maintenance of these three areas and why only these areas with it being noted this was a decision of the developer who was also the CDD at the time. It was noted they can consider discontinuing this maintenance with the next landscape maintenance renewal.

Mr. Qualls noted the rules are that the public gets three minutes and the Board can take it under consideration and address it at the next meeting.

FOURTH ORDER OF BUSINESS

Draft In-Person Meeting Policy

This item will be addressed later on the agenda.

FIFTH ORDER OF BUSINESS

Public Hearing: Brownies Septic & Plumbing LLC Contract

Supv Kramer opened the public hearing with Brownies Septic & Plumbing LLC.

Supv Kramer stated I will be acting as the hearing officer and what I would like to know is which individuals here today will be presenting evidence concerning this matter so that we can swear everyone in together.

Supv Kramer asked everyone who has been designated to give testimony and information in this matter to stand. If you will raise your right hand and repeat after me: I swear to tell the truth, the whole truth and nothing but the truth and several unidentified persons repeated.

An unidentified speaker stated I would like to get on the record how many times we asked to come to this Board meeting and were denied.

An unidentified speaker stated we requested to come to this meeting prior to this and it seems now the bill is due, and you are not agreeing to pay it now we are asked to show up. We have asked to be here many times before and because of the delays and not letting us in the meeting it caused a lot of problems which you will hear on us trying to finish the project. Secondly, I guess we are going to plead our case; I am trying to understand, and maybe someone here can tell me, why they don't feel the bill is correct or why you do not want to pay us. Can someone answer that today.

Mr. Qualls responded the way this works, and we sent your attorney the rules, the Board will make a decision and it will not happen tonight, most likely. What the Board does have before it is the contract and the amount referenced in the contract and that is the starting point. There are two separate contracts – one was for the exploratory work at \$5,100.00 and another contract for \$57,000.00. The rest was sent in a letter to someone at Brownies; I have a copy of the letter if you do not have it.

The unidentified speaker stated we got that.

Mr. Qualls stated that outlines at the time why the Board made that decision. As far as the change order, according to the District Engineer, it lacked specificity to bring to the Board so the Board could make a determination as to the additional \$75,000.00.

The unidentified speaker stated we have had numerous conversations, verbal conversations, texts, and emails telling us the change orders will come, continue with the job. I do not think you have been told the truth, but we have all that information.

Mr. Qualls stated present that to the Board and if you do not have it right now, feel free to send it to me and I will get it to the Board.

The unidentified speaker stated I would like the Board to hear the story of what happened from the beginning to the end and also involved who wanted to get reelected and stated he wanted to get reelected. We felt like we were a victim because he was not telling you the whole story so he could get reelected and that is what he stated to our guys.

Supv Kramer stated before you leave the mic if you will state your name and your position.

Reginald M. Berthiaume, CEO, Brownies Septic & Plumbing.

Supv Kramer asked will you state your name for the record.

An unidentified speaker responded I will get to that in a second. I appreciate you meeting with us today and a chance to hear us out. My name is Brandon Lepper, I work for Brownies Septic & Plumbing, I am the Commercial Plumbing Director. This is Brian Hurst, he is the Head Plumbing Manager for Brownies Septic & Plumbing. I will let our Legal Counsel address himself. Jared Dennerline was the gentleman who this was his project. He was the one who worked hand-in-hand with Steven. We also have, but will not be speaking, the Operations Manager for Brownies Septic & Plumbing. A lot of the information for this project went back and forth through him on our side. Alison Hope represents us at Brownies Septic & Plumbing, she is our CFO. I would like to start painting a picture of dates and timelines and how we are on our side and what we were trying to accomplish. How it starts is Jared Dennerline meets Steven and Gerhard to look at the project – what is needed, what is wrong and that is when the exploratory proposal happens. On 7/17/20 the Board approved the proposal, contracts to be signed, project to begin immediately as requested. That exploratory contract and insurance was executed, we received approval and we moved forward. That was on 7/21. As of 7/26 work order 360604 was ___ by septic and plumbing and we use a vactor truck to perform a hydro-excavation. Does everyone understand what hydro-excavation is? That is a massive industrial commercial vactor truck with a massive vacuum, we water the ground down with water out of the tank, it loosens the soil and the turf and we vac it out rather putting a shovel in the ground and hitting a line because we have no location at this point. That is how we excavate the ground. We get down to the top of the lateral pipe that was supposed to be attached to the manhole and that is where they see the breach. The camera was inept at this point because you could not see anything. It is underwater and full of debris. There is nothing to see with a sewer camera at that point, but they did see the breach with their eyes. At that point they made a decision we are good, lets stop here, the exploratory deal is done, we know where the problem is, why the ground is sinking, why there is a problem and now we need a proposal to fix the issue. On 8/25/20 Gerhard was instructed per Steve, to order a diver and plug the retention ponds because they enter to the retention pond. You cannot fix the issue there unless the plugging is done. 8/26/20 after multiple trips, camera, vactor work with the vactor truck, with the trailer vactor, exploratory work we found the problem, no plans or specs were ever given. I want to say this and make sure that it is clear, multiple times, multiple times, it was requested plans

for that storm system. Multiple times it was rejected that there was nothing that existed, it does not exist for that area, it does not exist in that manhole, it does not exist in that storm drain, it does not exist to where it goes to the pond, there is no way to know. I am really good at what we do and there is a reason why you hire us, we are the best, hands down; that is why you hire us, but just because I am good at what I do does not mean I can read and tell what is underground, where it goes, how it goes and what direction it goes.

Mr. Berthiaume asked did you say multiple times you requested the plans?

Mr. Lepper responded requested the plans and we were told by Steve that they did not exist. What was told to us was multiple developers, that is understandable it happens, it happens all the time. We run into it, plans get lost, half the plans get done, they exit here and just stop for whatever reason, whatever happened it didn't exist. I take that for what it is worth, I believe the man, I have no reason not to believe him. 8/27 we deliver sidewalk protection, curb protection, we start mobilizing equipment to fix the storm pipe and the sinkhole. 8/27, as well, we called in emergency locates, so again, working within what we are supposed to be doing, we are protecting you, we are protecting ourselves, safety at all times, we don't damage something, fiber optic line, whatever. 8/30 the contract was executed by all parties. The original agreement was for \$57,000.00. The original discussion, on property, before proposals were written, before any of this stuff was written, there was conversation had that this could be \$100,000 to \$150,000 job, it was said from the get-go. Was it put on paper, no, so what do we do, we go back and try to give you the best number we can. Why, because we were told we were crazy that number was too high. So, we go in there and think we can get it done for \$57,000.00 because it should be a three- or four-day deal if it dry ground, if there are no problems, if it is not middle of July or August or September or June or the middle of Spring where it rains every day. You live down here, you know it rained every day. I cannot control that, I do not expect you to control it, I can't. 8/30, again, contract was executed by both parties. The best thing is I send you an agreement, you guys send back your own agreement that is executed. I hold that in my hand right here. I am going to read some points to you and this what you guys said – should dewatering be needed approval by your District Manager for all change orders will be required and approved. I did not write that you guys did.

Supv Kramer stated we are familiar with what is in the contract.

Mr. Lepper stated why this is where we are is because you guys did not agree to that. You did not read your own contract. On 8/31 - locates being completed for the entire work area. On 9/2 - we mobilized the 300 Series machine, which is a tractor which was required at that time for the magnitude of this project. On 9/3/20 Brownies Septic & Plumbing is doing its best to make the repair however because of the massive amount of groundwater in the intruding hole and the mud sliding in, dewatering is now needed, not in my contract at \$57,000.00. Pumping and well points as needed. 9/4/20 – District Manager and District Engineer were onsite to look at the project, Brownies was not informed of this meeting, also we informed everyone to have personnel protective equipment on at all time, that did not happen. 9/5 – hole continues to fill with water, we put shore blocks in, to keep it from sliding in and so now we go back to we do not have prints, we do not have plans, we have no idea where that pipe runs, we have an idea, we can tell by looking in the manhole it runs that way somewhere so we put shore blocks in and we have to drive the poles in and I have pictures, we are going to give those to you, you can have them so you can understand what all of this is. Shore boxing is for safety, everything is for safety at that point.

Supv Kramer stated right, it is the concrete block.

Mr. Lepper stated it is the steel wall, steel beams, I have to drive steel beams in to hold the steel walls and the turf back to protect everybody, to protect the job, to protect the person more for the most, everybody, to protect you liability-wise. We drive the posts in, we are told the pipe runs from this manhole straight to that pump where you are standing so I do not put a post there. I put a post where that gentleman is sitting and guess where the pipe is, where that gentleman is sitting. Not my fault. Now all of a sudden because there is a problem and there is going to be a change order back now, I have to fix more pipe, now suddenly Steven mysteriously finds the plans for us.

Supv Kramer stated I have a question; you said you did a major locate, did that not locate...

Mr. Lepper responded they are not going to locate that line like that.

An unidentified speaker stated when they do the locates, they do the locates right in the area we are performing the work in, they are not locating all the grounds on the property. It is the location of the work being maintained.

Supv Kramer stated let me clarify, so you have the locate personnel out on the property, you know you do not have plans, you do not ask them to locate...

Mr. Lepper stated they are not out there with me, they come out put flags and that is it.

Supv Kramer stated so there was a way to potentially locate where the pipes could have gone.

An unidentified speaker stated to locate what they are locating – the fiber optics, the water and everything else, not the retention line depth.

Mr. Lepper stated they are locating stuff for me not to hit electrical.

Mr. Leet asked is there some method within your industry that could be used to locate that type of structure?

Mr. Lepper responded the only way to locate it, but I couldn't because the line was broke and crushed and is why it was falling in, was to send something locating down through there, but I could not do that. So again, we hit the line with that beam and now I have to repair it further back. The hole continues to fill up with water on 9/5. It rains every day, dewatering isn't keeping up with it. We had, I do not recall how many well points, but it was all the way around it and typically I would well point one side of something. They were full of water constantly and we had to pay a person to come fuel that every day. When we get to the point of the water is not receding with well points, with the pumps, it is time to step back and evaluate. Steven is part of the conversation every time. One of the options was we fill everything back in, it cost money, come back in the dry season, repair it, and he did not want to do that. I understand. The other one was keep dewatering and hopefully we get some help. We can put another pump down in the well where the safety barrier is and try to pump that out while the well points are going and put it out to get a better look at what is going. While we are waiting on that and waiting on a change order, we are having a conversation onsite and we say change order is needed for this and he agrees. He calls the District Manager, a phone call onsite with myself, Brian Hurst and Jared Dennerline standing there and says we need to have an emergency meeting, we have a problem.

Ms. Suit asked can you repeat that.

Mr. Lepper responded we need to have an emergency meeting, we have a dewatering problem and he talked to you on the phone in front of us.

An unidentified speaker stated Steven talked to you.

Ms. Suit stated no. I assure you he would not have called me to tell me there was an emergency.

An unidentified speaker stated he was calling asking for an emergency meeting.

Mr. Lepper stated asking for an emergency meeting and you were scheduled out and you said we can try to do it this Thursday, we will confirm that, and we said okay, lets try to get it as soon as possible because we are not getting anywhere until we can dewater this.

Ms. Suit stated there was a discussion about an emergency meeting, I did not talk to anybody in your office. I did talk to the Chair.

Mr. Lepper stated we were standing beside him listening.

Supv Kramer stated my understanding, to clarify, you were standing onsite discussing the need for a change order with Supervisor Berube, Supervisor Berube contacted the District Manager by phone saying there was a need.

Mr. Lepper stated there was a need, he understands that, to this day he understood that. She agreed, say we will try to do it this Thursday, we do not typically do that, we understood that, but this was an extraordinary circumstance. We will confirm, we need to do it as soon as possible is what we told them, it ain't getting better. This was on a Monday or Tuesday, Jared Dennerline is going out of town that week on vacation on vacation, so me and Brian, it is our job anyway as we are the managers, were to have that meeting with you, the members of the association, that meeting got cancelled, that meeting was denied. We sit and wait for close to two weeks, a week and a half, before decisions are made.

Supv Kramer and Mr. Lepper speaking at the same time.

Supv Kramer asked do you know why...

Mr. Lepper stated email to email, when are we getting a meeting, when are we getting a change order, you will get your change order, he was out of town on his work, I'll be in town tomorrow, typed conversations, I have the emails to back that up, it never happened. At some point it becomes a liability problem. We have been around since 1948, we are a 70-year-old company. I did not get to be a 70-year-old company by ripping companies off, neighborhoods off and residents off.

Supv Kramer stated okay.

Mr. Lepper stated I understand but I am painting a picture here because we have not gotten paid

Supv Kramer stated I know but we have a limited amount of time.

Mr. Lepper stated I understand but you have to see if from our side and the frustration.

Supv Kramer stated if you will stick to reciting the facts of what went on.

Mr. Lepper stated I am stating the facts, it is part of it. What the facts are – we finished the job after a two week wait time being told we were going to get a change order, at some point it becomes a liability problem when someone gets either hurt, falls in a hole a kid, a dog, someone's property or whatever, and I do not want that on my conscience or my business' conscience. At some point your residents of Harmony see Brownies trucks out there and that is who gets blamed for it when someone gets hurt in that hole, not you guys, you walk away, and the news is on me. At that point we decide to do in good faith, which has now bit us in good faith, to finish the job so we go ahead and do what we were asked to do by Steven, without a change order, because in good faith that is what we do as a good company. We dewater the hole the rest of the way, get down there and we fix it. It was not a four- or five-day job that was in good faith what we thought we could do, and we can if it is not wet and problems, circumstances, rain and everything, it turns into a four-week deal. There is where your extra cost is, her, him, whoever it is drug their feet for two weeks. It would have been longer than that if I had not decided to say no, no, no. Typically, so you understand, and I do not know how much you know about construction, typically I wait for my change order before I touch another thing. But why should I do that when it could be a problem for you and me, technically I saved your guys tail and now I am being criticized as a company and we are not being paid for work we did and all you have to come to Brownies with is you did not compact it when you were done and put grass down that we went almost \$75,000.00 over what the thing should have been out of good faith. You are welcome by the way. That is where we are at with this.

An unidentified speaker stated we did not compact the hole or put the grass back...(interruption)...that we had already reached...(interruption)...because of what we were told by Steven. So therefore, no we did not compact and no we did not put grass back because the contract had been exceeded already and due to the fact that we waited

and waited and waited what we did was put the dirt back so if anybody – pedestrians, cars, dogs – anything would go into that hole and hold either side liable.

Mr. Lepper stated at some point the job has to get finished. I look back on the hindsight of it now, I should have left the hole open, because not only did I not charge you guys or Brian for the plumbing division as a business of our own, \$89 per hour, we did not charge you that, we lowered it to \$66 per hour to cover costs for you guys.

Supv Kramer asked is there any other specific facts you want to put on the record?

Mr. Lepper responded I do not know how many more facts you can have.

Supv Kramer stated if you have summed it all up, I appreciate it.

Mr. Lepper stated I have massive amounts of emails, these are just pinpoints.

An unidentified speaker stated emails and text messages from back and forth dealing with Steven. That was the only voice that we had, that he stayed present with my guys the entire time, he knew the changes, he knew what was going on, that was the whole aggravation of why we could not be able to come in and sit down with you guys because you are the decision makers. Apparently, excuse me Steven, but you are not the only decision maker, but we as a team out there did not know that because he represented Harmony, he was your representative so therefore as him being a representative, as far as I am concerned, he is an acting voice for you people.

Supv Kramer stated at this point if you have presented all the facts.

Mr. Lepper stated I have a few more things, if I may. We still paid \$66 per hour per person for five guys.

Supv Kramer stated okay.

Mr. Lepper stated it is a fact, you asked for facts I am giving you facts. I still paid that.

Supv Kramer stated this is not a cost-plus contract that you entered into with the CDD, right?

Mr. Lepper responded meaning what?

Supv Kramer responded meaning that we did not agree to pay what it cost you to do the job plus profit. It was a set price.

Mr. Berthiaume stated we were led that change orders were coming, to finish the job. We have emails and texts on that.

Supv Kramer stated if you can provide those additional documents for the record, I would greatly appreciate it.

Mr. Berthiaume stated I would also like to get on the record that we do not know which one you are talking about because that might have been a communication breakdown. I do not know if everything was communicated to you because he was worried about getting reelected. Do you want to talk about that, I am sure he is going to deny it, but we are here to tell the truth and swore to?

Supv Kramer stated Supervisor Berube was not up for election.

Mr. Lepper stated I am just telling you what the gentleman said. I just think it is odd that the conversation come about for the meeting we got denied on was the fact that he felt he was going to be an extra hero, he was going to catch heat because he was going in and asking for a change order when he did not feel like that was a fair change order. I said, and Brian, and Jared Dennerline said, that is fine I would prefer to go talk to your Board as well anyway in person to explain to you and show you the pictures and tell you the things I have to do to make this right and that meeting was denied and that is a fact.

Supv Kramer stated I do want to let you know all of our meetings are public and everybody is allowed to come to them whenever they like.

Mr. Lepper stated I appreciate your listening.

Supv Kramer asked is there anyone else here, our Legal Counsel, did you?

An unidentified speaker stated you said we could submit documents afterward.

Mr. Qualls stated as soon as possible, the District has, according to the rules, has to issue a final order within 45 days. This Board cannot, this is a government, make any decisions or...

Mr. Lepper stated I understand. I do not expect that all I am saying is and again, I do not mean to beat the dead horse, but I bring up the labor only because labor is the tip up. I have fuel, I had everything else, I am still paying for dewatering, you guys never paid me for it. I am paying for dewatering, I paid for it. When I say I, I am talking Brownies paid for the dewatering, I still had to pay for all that stuff, it is rented by the week.

Supv Kramer stated we understand that, so to abbreviate this...

Mr. Lepper asked if you understand that then why aren't we getting paid?

Mr. Qualls responded you are at a hearing so the District can make a determination on it.

Mr. Lepper stated I understand but you have to understand that is why our frustration is what it is.

Mr. Qualls stated I understand. Do you mind if I ask for some clarification?

Mr. Lepper responded absolutely.

Mr. Qualls stated you were talking about when you were looking to schedule the emergency meeting, I did not catch the date on that. It was sometime in September I presume.

Mr. Dennerline stated the meeting was supposed to be September 17th.

Mr. Qualls stated I do not think the emergency meeting was ever scheduled.

An unidentified speaker stated it was never said who cancelled or why. When Steven contacted Kristen that is when it was asked and that was the conversation you guys had that we were a part of. That is as far as what was ever, going back and forth with those two we do not know, we were not a part of that conversation, this was all done over a phone.

Mr. Qualls stated I wrote down in my notes, and do not know that I heard it verbatim, it is your testimony here today that you were told the change order was approved.

An unidentified speaker stated absolutely. I have emails from Steven that say when I get back in town, from his personal job, I will handle the change order.

Mr. Qualls asked at that point you had submitted to him the written change order request?

An unidentified speaker responded yes.

Mr. Berthiaume stated on top of that was verbal as well.

Mr. Joe Taormina, Legal Counsel for Brownies Septic & Plumbing, stated I think generally they found themselves in an emergency situation with the massive hole and know they have to take swift action. While they were told verbally they would get the change order, there were text messages that gives the impression that they would get the change order and a couple of emails basically the same thing, when you combine them and them having relayed the emergency situation and getting what they feel is a green light and knowing the liability and urgency is when they take that action. What they have

not brought up, and I am sure you are aware of, and the Board may consider is if they do not fill that hole and we have an injury or a tragedy, we are having a much different meeting with much different numbers. These are manageable numbers for a CDD and Brownies is on the hook for injuries. There is a serious problem that the company fixed and there may be disputes over amounts and such, but it cannot be disputed that there was a huge problem the company fixed. The District has ... appreciated that they received that benefit and what happened is paperwork ...to try to reach a decision. In your letter you mentioned delays and what you will see through the emails and the testimony today, is that Brownies position is the delays are because the District failed to prove, a very sharp email basically begging we are under emergency, that date is not going to work we have an emergency situation here. Your letter mentions delays and Brownies can say the delays were, we were trying to get this done and asking for help and not getting the help.

Mr. Lepper stated also in your contract you executed as well as us, the equipment to be on this project was one excavator, one skid steer if needed, one dump truck and one vactor truck. No where do you hear dewatering equipment, trench shore boxing, secondary pump systems and trailers, vactor mobile units, you do not hear any of that.

Mr. Qualls asked were they in your proposal or not?

Mr. Lepper responded they were not.

Mr. Berthiaume stated they were in the change order and also you referenced it in the contract as dewatering if needed.

Mr. Qualls stated tell me a little about at what point you realized there needed to be a change order. Was that when additional damage happened to the pipe?

Mr. Lepper responded no, it is basically when we had the well points in. As much water and when I was using my vactor truck and filled the canister in the vactor truck at 2,400 gallons and as much as I would fill it, go relieve it in our given spot, and by the time he was back it was higher than when he left.

Mr. Qualls stated what I am trying to understand is, and I am not the decision maker and frankly when it comes to this, I am just a dumb attorney, I do not know your business so bear with me. At some point you said we think it will cost \$57,000.00; at what point did you realize it was beyond that?

An unidentified speaker responded very early.

Mr. Lepper responded that was after we broke ground. Once we broke ground and was able to expose it, the problem was when we did the investigating work at the very beginning we were able to sump down to the top of the pipe, and that little bit of area being undisturbed is not going to show you what the volume of water is that we are fixing to start working with. Once we broke ground with the excavator and started peeling everything back, realizing how much water was coming in, that is when we had to go to the shoring, that is when we starting moving, we tried in the beginning to uphold those three days running our vactor and excavator at that point in time trying to keep up. After a couple of days, that Steve was a part of, after those couple of days we knew at that point hold on we have bigger problem here than any of us can deal with at this point we are going to have to transition to other and that is when everything else started, the plugging the dewatering and all of that stuff. He was very aware from the very beginning, we have kept everything transparent.

Supv Kramer stated you knew during the investigation.

Mr. Lepper stated no, not until...just so it is on the record, we did not know dewatering would be needed to that extreme until we broke ground.

Supv Kramer stated you could see where the groundwater level was in the open hole.

Mr. Lepper stated the only way we were able to see that, when we were able to investigate which we first came out to do is we sumped down to the top of the pipe at the culvert is where the pipe had been smashed. From prior to beginning of whenever this had taken place or that is what was creating this cavern around the hole.

Supv Kramer stated and you saw that, but you know there is groundwater in Florida that the groundwater tables are very high.

Mr. Lepper stated not necessarily. In 25 years of doing this I can go over to your yard and dig a hole ten feet deep and maybe never hit water. Cross the street and dig down another ten feet and before I get three feet in the ground, I am underwater. You cannot place markers on where water is going to lie.

Supv Kramer stated but you knew where the water was lying based on the water in the hole.

Mr. Lepper stated we knew where the water was a problem at that culvert, we did not know how bad at a 15-foot hole the water was going to be. There is film that I have

that shows the water coming in like rapids. You have a breached pipe. You have a flow – is it water coming from the pipe, the pond, I do not know.

Supv Kramer stated but you had the pipe to the pond plugged up.

An unidentified speaker stated not at that point, not in the investigation point.

Supv Kramer stated I think it was.

Mr. Lepper stated you are right, but at that point was we were able to vactor down, we were able to go into the pipe and see where the groundwater was actually penetrating through the exterior of the piping. We filmed that so it was not where people still thought water was coming in around the plugs. We had the diver come back to investigate the plugs quite a few times because of that theory. Just so you understand, in the investigation there was not a plug in that pipe. You do not have a plug in the pipe until I get approval from you to come in and do the \$57,000.000 work.

Mr. Leet asked was it the third of September that you came to the conclusion that the dewatering was going to become necessary?

Mr. Lepper responded it would have been early September, yes.

Mr. Leet asked what was the gap between that happening?

Mr. Lepper responded the change order would have been on the 15th, the meeting was supposed to be on the 17th, so it would have been in the prior week so somewhere in there.

Mr. Leet asked the pipe damage occurred on the 5th?

Mr. Lepper responded the original damage, who knows, but when we pipe in for driving in the posts was at the beginning of the job when we were putting in shore block.

Mr. Leet asked in sequence that was after the need for dewatering with the original contract was determined?

Mr. Lepper responded around that same time.

An unidentified speaker asked can you repeat the question?

Mr. Leet responded I wanted to determine the sequence of coming to the conclusion the dewatering was needed and the pipe damage occurring. Both occurred at the beginning of the month, but I do not know what the sequence was.

An unidentified speaker stated we came out at the beginning, broke ground, realized how wet it was, had shoring come in, kept vactoring, trying to get through to uphold the three days, realizing you have more water, now you are dewatering and

everything else started to ____ after that point. So, you have break ground, shoring, dewatering.

Mr. Lepper stated where the change order comes in is the added dewatering, the added time and all that other stuff. Again, remember I am paying for that and this is a one-week job that was proposed that turns into weeks. That is where the added extra money and labor come in.

Mr. Qualls stated my only question is what are you asking the District to do?

Mr. Lepper responded to pay our bill.

Mr. Qualls stated pay the full \$75,000.00 in the change order.

Mr. Lepper stated no sir, the entire bill which is \$122,000.00. We received \$25,000.00 as the deposit.

Supv Kramer stated thank you very much.

Brownies Septic & Plumbing stated we appreciate your time.

Sup Kramer stated this will conclude the public hearing. (57:00)

Mr. Qualls stated please send all the documents.

Mr. Berthiaume asked to you?

Mr. Qualls responded you may send them to me.

Supv Kramer stated at this point we will bring the business back to the Chair. Is there any further discussion that we need to do?

Supv Leet noted he would like to see the documentation they are providing.

Mr. Qualls noted as he sees the timing – if they want to think about this, they could request a meeting to discuss where they are and potentially headed to litigation. He noted someone could request a shade meeting, they would advertise and have a court reporter here. The question is can they do that and render a determination in 45 days.

Supv Kramer noted the next meeting is 42 days out.

Mr. Qualls suggested for the shade meeting the engineer, the Board, him and Ms. Suit and they could discuss, but they need to be prepared to iron out a decision. Discussion continued on a shade meeting.

Mr. Qualls requested verbatim minutes of the discussion today to the extent that they can be.

Ms. Suit noted there will be a cost as the minutes are not verbatim.

On MOTION by Supv Leet seconded by Supv Berube, with all in favor, to hold a shade meeting to discuss potential litigation at the January 28, 2021 meeting was approved. (5-0)

SIXTH ORDER OF BUSINESS

Approval of the Minutes

A. November 19, 2020 - Regular Monthly Meeting Minutes

Supv Kassel noted she provided corrections.

On MOTION by Supv Kassel seconded by Supv Leet, with all in favor, the November 19, 2020 regular meeting minutes were approved as amended. (5-0)

SEVENTH ORDER OF BUSINESS

Subcontractors' Reports

A. Servello

i. Grounds Maintenance Status

Mr. Pete Betancourt reported he and Mr. van der Snel drove the property today to inspect trees. The tree project is completed. They are currently working on a few proposals to be submitted. The grasses will be done in the next two to three weeks.

Mr. van der Snel noted Servello had an internal company contest.

Mr. Betancourt noted the best-looking property wins and this year it was Harmony.

Mr. Feliciano noted they judge all the properties and out of 400 plus Harmony won.

Supv Kramer noted she is glad their crew is doing so well. She noted from her notes last month they were going to do a summary of what additional costs might be for the berm area they have assumed from The Lakes.

Mr. Feliciano noted they looked at the area, but he does not know what happened with the addendum being sent over. He will get with Mr. Whitaker to make sure it gets sent over. Until they get the addendum sent over, we will service it.

Supv Berube noted he was notified by Association Solutions there are several parcels around the townhome area that they expect the deeds to be recorded next week so those areas will be added to the maintenance as well.

Mr. van der Snel noted he thinks it is the horseshoe they are already maintaining. He further addressed a row of trees on Clay Brick Road owned by golf maintenance and are the only trees that were not trimmed as they are not the CDD's. If the CDD could

notify them they are not maintaining those trees any longer; it will be a safety issues for the school with the kids walking and biking under them. However, it is still irrigated, it is a small zone and they can shut it off.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

Mr. Boyd noted he will try to get through his report as quickly as possible. The written report was included in the agenda package.

i. Billy's Trail

a. Discussion and Consideration of Trail/CDD Property/Wetland Area Cleanup

o Staking Proposal

Mr. Boyd noted he drove the area today but could not drive all the way back because construction has begun, but it appears the silt fence is in the right location, but they do not know how far into the wetland the CDD can go and it is important to stake it.

Supv Leet reported they spoke with Mr. Jerman regarding the fence that exist at the far northern edge of the parcel and he said the fence is no longer needed. As they get it staked out, they have his permission to remove the section of fence along the southern border.

Supv Berube addressed the overgrown, heavily brushed area of the wetlands and inquired if it is something Field Services can clear.

Supv Kramer noted Mr. Jerman is willing to help with some of the clearing. The construction looks like it is going to be housing to that area and inquired if there is another way to access Billy's Trail or possibly approaching Mr. Jerman to see if it can be accessed through the new development.

Supv Leet noted his understanding is this parcel was deeded to the CDD for that purpose.

Supv Kassel noted she was there yesterday, and it looks like the developer has encroached on CDD property and preventing them from getting further in. She also noted they paid for staking of this area last year.

Discussion continued on encroachments into the CDD area with Mr. Boyd noting before they start clearing a new trail it needs to be restaked.

This item tabled to next meeting to confirm the survey work done in the recent past.

- ii. Garden Road**
 - a. Arrow Pavement Services**
 - b. Straightline Fence**
 - c. Other Option**

Mr. Boyd noted he received two proposals, one was for Arrow Pavement to do maintenance work on the road. It is at the Board's discretion if they want to discuss these items this month.

Discussion ensued on garden road and the compaction standard with Mr. Boyd noting they have to have geo-technical engineering come out to test onsite once compacted.

Discussion followed on the ingress and egress of the roadway and providing a final solution. A question was raised about approaching the gas company with regard to paving the road with Mr. Boyd noting he has not specifically to the garden road.

Supv Kramer inquired if they are going to be able to put in a road that is adequate to service higher traffic with the parking/storage area.

Supv Berube noted the traffic is from Servello to their area. The garden traffic is limited and the traffic for the parking/storage area will be limited.

Discussion continued with it being noted they have added the maintenance area to the traffic. They need to look at the road and come up with a solution.

Mr. van der Snel suggested beginning paved road past the gas line easement.

Supv Kramer suggested approaching Mr. Jerman regarding the strip of land he owns adjacent to the gas line easement into Harmony West.

Mr. Boyd to approach the gas company with regard to the options for paving the road.

This item tabled to next month.

- iii. Compaction of Storm Pipe Repair**
 - a. Soil Profiles**

Mr. Boyd noted it was documented that it was not compacted. There is no action required on this item other than they did submit an invoice for the work they performed.

Supv Berube inquired as to the durability of the hole without compaction.

Mr. Boyd noted with the Board's permission he will get the manufacturer of the HDP pipe to review the situation and give their opinion on the risk of leaving it as is.

Supv Kramer noted District Counsel has reviewed the statute for a shade meeting and in order to have a shade meeting they have to have litigation filed/pending. They will not be able to hold a shade meeting.

Mr. Qualls noted he will make a packet for review with everything including some information based on discussions with the District Engineer.

Supv Kramer will provide rain data for the time period.

Supv Berube noted the swing point is the damage to the pipe.

iv. Proposed Playground on Five Oaks Drive

Mr. Boyd noted he has received the final survey needed to begin the design project on the playground.

Supv Kramer noted the Board had voted to approve moving forward with the design, permitting and construction of the dog park on the one side of the entry road into the golf maintenance facility. One member recommended putting a playground on the other side. The question is with the cost involved to plan the playground plus the construction is it the Board's desire to actually have a playground on Five Oaks Drive.

Supv Berube outlined his reasons for suggesting the playground.

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| Supv Berube MOVED to go forward with the playground on Five Oaks Drive. Motion died for lack of a second. |
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v. Status of RV / Board Storage Area

Mr. Boyd noted this is an update and no action is required. Just about all of the development standards are created that the County wanted to see to retroactively title the parcel.

Supv Kramer inquired if the parking area will be engineered to provide the proper turning radius' and things in that area.

Mr. Boyd noted they are constrained by that site and do not have a lot of opportunities to make it much better than it is. Without paving it will not be possible to stripe it.

Supv Berube noted the original proposal provided an overview that drawn out to fill the area and how the road would go it.

Discussion continued on engineering the parking area with it being noted they will address when it gets closer.

Mr. Boyd noted he has not seen an environmental report this year. He reached out to BioTech and they reminded him they are not doing it. Today he spoke with Randy Austin who stated he was only authorized to do it for three years. Ms. Suit has the executed contract and it did authorize five years. He does not know where the breakdown in communication happened, but Mr. Austin agreed to do the next two years however he has a cost issue and cannot honor the price he quoted for the five years.

Supv Kramer inquired if this puts the District in violation.

Mr. Boyd noted Mr. Austin will speak with the water district as he has a good relationship with the reviewer.

The original proposal had years four and five at \$3,500.00 each. This proposal for year four (2020) is \$2,950.00 and year five (2021) at \$4,800.00. It is a total of \$750.00 more than anticipated.

Ms. Suit noted the original called for a Spring and Fall for the fourth year and Spring and Fall for the fifth year.

Supv Kramer noted she will work with Ms. Suit and they will get with Austin Environmental on the previous contract.

B. District Attorney

i. Update on Fusilier Litigation and CDD Irrigation

ii. Follow-up Regarding East Lakes Deed of Dedication Parcel J Bern to District

Mr. Qualls reported Mr. Jerman has been informed the Board accepted the deed of dedication.

iii. Policies

a. Draft Procurement Procedures

b. Draft Disposal Policy

Moved to the end of the meeting.

iv. Follow-up on Termination of Website Maintenance Contract

Mr. Qualls reported Mr. Farnsworth no longer wants to provide the website maintenance.

Discussion followed on the termination.

v. Follow-up Discussion of District Counsel Billing District at Flat Fee

Supv Kramer outlined the flat fee billing.

Supv Kassel noted she would like to table this until the next meeting to see what they have spent on legal fees for the past five years.

On MOTION by Supv Kassel seconded by Supv Kramer, with Supv Kassel, Supv Kramer and Supv Leet voting aye and Supv Berube and Supv Scarborough voting nay, to table the District Counsel discussion of billing the District a flat fee until the January meeting was approved. (3-2)

Supv Kramer noted the information will be provided to the Supervisors concerning the billing for the last four to five years.

C. Field Manager

- 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.

Supv Berube addressed discussions with Mr. Jerman from approximately 16 months ago, concerning the maintenance of Buck Lake from when they entered the co-use agreement. At that time, they thought the maintenance would cost \$1,200.00 per month and has actually stabilized at significantly less than that to about \$600 per month. They had proposed to Mr. Jerman they would split that cost. He was okay with the contract but held back on agreeing to it as he thought the price was high. The last conversation was a couple of months ago and he believes Mr. Jerman is going to be okay with moving forward at \$300 per month for Harmony West, if the Board agrees. The agreement is complete with the exception of the dollar figure, they will then have to bill Harmony West for the period from November 2019 through September 30, 2020 as fiscal year 2020 and begin billing October 1st and going forward in this fiscal year.

Supv Kramer noted she would like to hold off on this to quantify the cost properly. Also, there are some problems with the maintenance now with exotic weeds

coming into the lake. The CDD does not own the lake, Harmony West owns the lake, there is a joint use agreement but before they enter into an agreement giving him a cut-rate price on them doing all the maintenance, she would like them to be sure of what the maintenance costs are; that is my position unless someone has a motion to enter into the agreement.

Supv Scarborough inquired how they determined it.

Supv Berube noted it was 12 hours per month at \$50 an hour.

Discussion continued on the maintenance costs, increased invasives, and the contract wording with Supv Kramer noting she would like to take this up next month so they can look at the contract to see what they are binding themselves to. They will place on the January agenda and get the proper back up materials out.

Supv Kramer noted there are problems in the ponds at Lakeside and Waaterside; there is a lot of algal blooms and floating algal mats.

Mr. van der Snel noted the water cycle is very shallow.

Mr. Boyd noted it is at six feet which is the minimum depth required by water management.

Discussion continued on the ponds with it being noted they may need to do some plantings.

vi. Alley Way Proposals

a. Install Bollards for Prevention of Garbage Truck Tearing up Corners- \$3,200.00

b. Sawcut and Remove Asphalt, Overlay, Tack and Compact - \$800.00

Mr. van der Snel noted there are some damages to the alleyways that he suggests will need to be done by a contractor. It is an ongoing problem in these areas. The garbage truck cuts off the corners and rides over destroying the asphalt. There are a couple of areas that need attention; the biggest costs are the bollards that are made of steel with a base block that will not budge if hit.

Supv Kramer inquired if this is some of the work the Board discussed in June of last year.

Mr. van der Snel noted that was smaller patches.

Supv Kramer inquired if those patches have been made.

Mr. van der Snel noted not yet.

Supv Kramer noted there was another radius identified in the area of the condos.

Mr. van der Snel noted the smaller ones have not been done but the bigger ones they would like to tackle – behind Primrose Villa, and another on Indian Grass.

Supv Kramer inquired if there were multiple quotes.

Mr. van der Snel noted he did not.

Discussion continued on the areas with Supv Berube noting they have added concrete, asphalt, rocks, posts – it has been going on since these areas existed.

Ms. Suit noted it is 8:00 p.m. and there are items to be approved.

Supv Kramer noted since this has been here forever, and they do not have any competing quotes she recommended having a scope of work and seeing if they can get additional quotes for the work.

On MOTION by Supv Berube seconded by Supv Scarborough, with Supv Berube and Supv Scarborough voting aye and Supv Kassel, Supv Kramer and Supv Leet voting nay, motion to approve the alleyways proposals failed. (2-3)

NINTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for November 30, 2020

B. Approval of: #248 Invoices, Check Register and Debit Purchases

Ms. Suit addressed the agendas, agenda package items noting the cutoff for items to be included in the package is ten days in advance.

Supv Kassel recommended Monday at 6:00 p.m. prior to the Thursday agenda package.

Ms. Suit also requested from the Board no less than five days prior to the meeting should something come up that needs to be included.

On MOTION by Supv Kassel seconded by Supv Berube, with all in favor, the #248 invoices, check register and debit purchases were approved. (5-0)

C. Facilities Usage Applications

i. Farmer's Market

ii. Food Truck

No action.

TENTH ORDER OF BUSINESS **Old Business**

- A. Discussion and Consideration of Relocating West Entrance Crosswalk**
 - i. Junction of 5 Oaks Drive, Milk Weed and Darksky Drive - \$5,304.00**
 - ii. Demo 200 SF Sidewalk and 20 LF Valley Curb, Form and Pour 20 LF of Type “F” Curb - \$3,300.00**

No action.

ELEVENTH ORDER OF BUSINESS **New Business**

- A. Discussion and Consideration of Video Recording Meetings**
 - i. Presentation**
 - ii. ADA Compliance Memo**
 - iii. Records Retention Memo**

Supv Leet addressed Mr. Farnsworth wanting out of the website contract noting he has everything he needs to pick up maintenance of website but would ask that Board to approve no more than \$100 for some additional equipment to make the process easier, ancillary computing equipment.

Mr. Qualls inquired to be clear, are you doing this on a voluntary basis.

Supv Leet noted it is the same a Mr. Farnsworth was doing.

Ms. Suit noted the purchase would be best done through Mr. van der Snel on Amazon so there will not be sales tax charged.

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, authorizing a not to exceed of \$100 for Supv Leet to purchase ancillary computing equipment for District website maintenance use was approved. (5-0)

Supv Berube noted he sees some things on the website with games and such and might be a bit risky for ADA compliance. It should contain only what is needed for District business with the State minimum. He inquired if Supv Leet can handle a projector during the meeting.

Supv Leet noted it has been brought up and inquired if they own a projector.

Mr. van der Snel noted the church has one they have offered the use of.

- B. Discussion of Maintenance of District Vehicles and Equipment**
- C. Field Services – Services/Workload**

Supv Kramer requested the items they did not get to tonight be placed on next month's agenda.

Harmony CDD
December 17, 2020

Mr. Qualls noted if those requesting agenda items could submit them in writing it may be helpful in understanding the item and what the Supervisor is looking for.

TWELFTH ORDER OF BUSINESS

Supervisors' Requests

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

There being no further business,

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| <p>On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, the meeting was adjourned.</p> |
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Kristen Suit
Secretary

Teresa Kramer
Chair