

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, April 29, 2021, at 6:00 p.m. at the Grace Community Church, 5501 East Irlo Bronson Highway, St. Cloud, FL.

Present and constituting a quorum were:

Teresa Kramer  
Dan Leet  
Steve Berube  
Kerul Kassel  
Mike Scarborough

Chair  
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  
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

**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**

**Closed Litigation Session**

Supv Kramer stated the first order of business was intended to be a closed litigation session. Again, we did not receive a settlement offer as they had indicated they would be presenting to us. I recommend we not reschedule until a settlement offer is in hand.

Supv Kassel asked do we need a vote.

Mr. LaNasa responded no; I would have to request the shade meeting. We are going to tell them until we have one in hand, we are not going to request these meetings.

**THIRD ORDER OF BUSINESS**

**Audience Comments**

Ms. Nancy Snyder stated it is very nice to have the mailboxes fixed. Thank you very much to the HOA. I know it is not an HOA meeting, but it is nice to have that done.

**FOURTH ORDER OF BUSINESS**

**Consent Agenda**

A. March 25, 2021 Regular Monthly Meeting Minutes

- B. Financial Statements for March 31, 2021**
- C. Approval of: #252 Invoices, Check Register, and Receipts**
- D. Acceptance of Audit for Fiscal Year 2020**

Supv Kramer outlined the consent agenda and inquired if there was a request to withdraw anything from the consent agenda?

Hearing none,

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the consent agenda was approved.

## **FIFTH ORDER OF BUSINESS**

### **Old Business**

#### **A. Inframark Field Services Proposal**

Supv Kramer stated the first item is the Inframark Field Services proposal.

Ms. Suit stated we narrowed it down at the last meeting and the options would be the five employees versus the four employees. Mr. Tarase looked into wetland area.

Mr. Chris Tarase stated we looked into the spraying and our Safety Director was good with the spraying throughout the community and the areas if we needed to. To be honest it is something we can do if we are doing it from land. We could spray the herbicide especially with a licensed operator. We will recognize it is not something we would prefer to do, but in a case like this we would be comfortable based on the safety data sheets we did. Being able to do spraying and whatnot for the maintenance of the areas when weeds pop up and things of that nature and not the total removal or extermination of it throughout the community, it is something we would be willing to do. If it is really a robust program, we would prefer you give it to the experts who watch it every day and keep track of changes in the laws, regulations, OSHA standards and things of that nature.

Supv Berube stated to clarify, we have been maintaining the pond banks for noxious and invasive weeds routinely for some time and you are okay with us continuing that routine spraying of the pond banks. That is a change from last month where you did not want any pond maintenance being done. Is that correct?

Mr. Tarase responded that is correct. I did get some clarification with our Safety Director on the reasoning. We are not getting out on a boat, it is something we spray from the shore, and there is not a lot of difference between whether we spray in certain

areas within the community or we spray the pond banks to keep up with the vegetation. So, yes, to answer your question

Supv Kramer stated one other issue dealing with spraying because I want everything to be totally clear, the invasive plant management is quite an undertaking. It is all terrestrial in nature, we do not have boats or anything we have to get out in but it is a major project that the Board chose 18 months ago or so to undertake and it does take quite a bit of staff time. They have done a very good job with it but I want to make sure that everybody is aware that the project will continue on unless someone says otherwise.

Mr. Tarase stated this is the invasive plan you have with SFWMD.

Supv Kramer stated yes.

Ms. Suit stated the revised plan is in the agenda as well.

Supv Kramer stated we have done about a third of the conservation areas that are under our ownership with about two-thirds of the areas to complete.

Mr. Tarase stated based on what I have seen so far and what I understand the requirements to be in keeping up with it as it comes up, we would be willing to lay the application and maintain what you are currently doing.

Supv Berube stated I have two other questions. Something I do not see in the proposal is salaries and wages for the current crew. Is it safe to assume that your proposal will have the wages mirroring what they are getting now with the exception of probably the stipend because you offer mandatory health care? The stipend would go away but the wages would roughly reflect what they are receiving now. Is that a fair assumption?

Mr. Tarase responded it is a fair assumption. We took into account their current pay rates and such. We want to make sure it is not a burden on the current staff for this transition, but we will not offer a stipend because we have to offer benefits to our full-time employees and it is not an option for us. If an employee chooses to take it or not, that is up to them, but we do not offer stipends to people for not taking benefits.

Supv Berube stated the second question is we are going to have a fixed yearly contract now and as you know employees come and go, what is a reasonable timeframe for a position to remain open before we would get some sort of wage credit against the open position?

Mr. Tarase responded typically if a position comes available, we are able to fill it in a week or two. Anything typically after two weeks is where we can go back and offer a vacancy credit; we can write that into the verbiage as well.

Supv Kassel stated I am glad the pond spraying can be covered because the proposals from outside contractors were not appealing.

Supv Berube MOVED to approve the Inframark Field Services – Option #1.
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Supv Kassel asked can you state what Option #1 is for the record and for the people listening?

Supv Berube responded Option #1 is Field Management services which is the plan recommended by Inframark and includes the scope of work in this proposal using onsite staff. This option already assumes the outsourcing of irrigation work and is based on a staff of five personnel. The annual cost is \$338,872.00.

Supv Kassel seconded the motion.
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On VOICE vote, with all in favor, the Inframark Field Management Services Option #1 in the amount of \$338,872.00 was approved.
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Mr. Qualls asked do we reach out to Mr. Tarase or does he reach out to us? How do we start working on this contract?

Ms. Suit responded we will provide you with a copy of the proposal with the terms and we will incorporate it into the current management agreement, most likely updating the current management agreement because it is rather old, and bring it before the Board at the May meeting. If you would provide us your form of contract once you draft it, I will provide it internally, and if there are any red-line changes you can work together and bring a final back to the Board for the next meeting.

Mr. Tarase stated depending on how quickly the Board would like this started, I would like to have a contract in place before and we can start the vetting process for the employees, background checks, drug screenings and all of that, but if they are approving

Mr. Qualls and I to work through the details of the contract, if we can comes to terms on that in the next week or so, and then maybe you can ratify the contract at the next meeting. I am wondering if the Board is approving Mr. Qualls to work through the contract language and should we both be good it is ratified at the next meeting.

Mr. Qualls stated my request would be that the Board have a liaison to work with us on that.

Supv Kramer stated we can do that.

Supv Kassel stated I will be the liaison.

Ms. Suit stated Supervisor Kassel has agreed to be the liaison. Is everybody okay with that?

The consensus was yes.

Supv Kramer asked is there anything else we need on this item?

Supv Kassel stated there was a note in Mr. Qualls email about giving Florida Resource Management notice and cancel the health insurance.

Supv Kramer stated if you would take care of those items – you as the liaison and the health insurance. Also, we will have to cancel the phones, there will be a couple of other minutiae you will have to take care of.

Ms. Suit stated we have their phones, FRM and canceling the insurance. I want to make sure they are not left stranded in between that. I guess once the contract is signed then that stuff will happen.

Supv Kassel stated it will happen once we have a take over date. We may have an overlap of a couple of days. I think we have to give FRM 30-days' notice.

Ms. Suit asked is a start date of June 1 reasonable?

Mr. Tarase responded it is.

Supv Kramer stated we will have to work on extracting ourselves from the phone contract.

Ms. Suit asked who is the carrier for the phones?

Supv Kramer responded Verizon.

Supv Berube stated if we have a contract with a termination clause, may be Inframark can carry those phones until the contract closes.

Supv Kassel asked is that viable?

Mr. Tarase responded yes. I can consider it if somebody wants to send me over what the current terms are, rates and things like that. Otherwise, we can look to see about transferring the numbers, but transferring over to our service. It may be more beneficial cost wise.

Supv Kramer stated I do not think it is something we have to resolve here but it should be on the to do list.

Mr. Tarase stated I plan on being out there and would like to come onsite and meet with Mr. van der Snel and the guys on Tuesday, if that is okay with the Board.

The consensus is yes.

**B. Near-Verbatim Minutes versus Verbatim Minutes**

Supv Kramer stated we have two proposals before us.

Supv Leet stated there is actually a third in my section.

Supv Kramer stated I was going to see if we could possibly merge the two items. Inframark has offered to go back to verbatim minutes at an additional cost of \$275.00 per meeting up to 3¼ hours. There is a private transcriptionist, Richard Lee Reporting, which would be considerably more expensive because there is also a per page charge, and it could be \$300.00 per meeting to over \$400.00.

Ms. Suit stated the catch on that is the per page. I looked at a sample and a one-hour meeting were 45 pages.

Supv Berube stated for the cost and a smooth integration of keeping our agenda packages looking good, I think we should go with the Inframark proposal.

Supv Berube MOVED to approve the Inframark proposal for near-verbatim minutes at a cost of \$275 per meeting plus the excess fees should they go over three hours and Supv Kassel seconded the motion.
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Supv Leet asked do we want to discuss the third option we have?

Supv Berube responded I think we need to keep it separate because if the Zoom thing changes and we have the minutes tied to that.

Supv Leet stated the quote was just for transcription. I agree it should be separate as part of me researching that I looked for different services that would provide the transcripts as Inframark would be doing after the fact. I think it should be considered

because it is the same product – we send them the recording and then we get the transcripts.

Supv Kassel stated at \$2,500 per year.

Supv Leet stated the pricing is a little different. It is 50 cents per hour higher for what they call difficult audio which is more than five speakers. In that case we get every person's name that is speaking and accents, mask or whatever the 50 cents per hour covers it. That comes to \$1.05 hour billed by the minute. If you send them a 61 minute, it is going to be \$107.00 versus the \$275.00.

Ms. Suit stated a three-hour meeting is going to be \$300 plus.

Supv Leet stated the only other drawback is they may not have the same level of formatting that Inframark does for motions and everything. You need a much higher volume for them to do that for you. The proposal is done ad-hoc and we could send them a recording that we have and spend a couple hundred bucks to see what the product looks like. We are not contracting anything; it is all done ad-hoc by the minute.

Supv Kassel stated it does not seem like it would appreciatively save anything.

Supv Berube stated I do not think we need to reinvent the wheel, we have had Inframark doing this for years in the past and the only we changed was how much we included and now there is a price to go back to the full thing. With Inframark there is no contract, we already have the recording, it is simple, and it fits.

Supv Leet stated to be clear it says near verbatim and this basically what we had prior to a year and half ago.

Supv Berube stated yes.

Supv Kramer asked is there any other discussion?

Hearing none,

On VOICE vote, with all in favor, the motion was approved.
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Supv Kramer asked do we want to start this for this meeting? Can Ms. Slaughter start this for this meeting?

Ms. Suit responded yes.

### **C. Discussion and Consideration of Video Recording Equipment**

**D. CDD Purchase of Computer**

Supv Kramer stated Item C is discussion and consideration of video recording equipment so we can broadcast our meetings.

Supv Leet stated we received a quote from Complete I.T. who in the past had setup the Zoom meetings and put together a proposal for a computer to handle running the Zoom for our in-person meetings here, having a camera and whatnot. They were not able to get me an update quote in the last couple of months. One is on a family maternity leave and the other I emailed a few times and he did not get back to us. I put some numbers together myself just looking at a cart, a computer and while we are doing that, I also looked at a projector and screen which is something we are missing in the current meetings. I also looked at the cost of having our own Zoom account. Previously we were paying \$30.00 per meeting for them to setup the use of their account versus \$150.00 per year to have our own account. We would have control over the meeting id and whatever other settings to have in the agenda package that would go out. The price I put together was about \$800.00. It is a good camera, middle of the road on everything else. If we want to come up with a number to stay under \$1,000.00 or \$1,500.00, that will let us get slightly nicer equipment but is still well under the costs of the quote we got from Complete I.T. If we are providing the near-verbatim transcripts that covers us on an accommodation request and meanwhile it does give you an overlay while it is talking. You can have it provide a text-based overlay and if that is insufficient for someone, we are already now paying to provide the full transcript after the fact. I think from a legal standpoint we are covered, and the recurring costs would be \$150.00 per year for our own Zoom account to setup and control our meetings and an upfront purchase, pending Board approval, of \$1,500.00.

Supv Kramer stated I miss the audio visual we had; it really was helpful.

Supv Leet stated includes a mixer that we can tie into the church's system here, we should be able to tie our own mics into it if we are doing our own thing in another venue in the future.

Supv Berube stated I like the computer and the projector. I think that the meeting broadcast has a substantial cost to it upfront going in and these things always turn out to cost more than you anticipated plus the ongoing. I am not hearing a huge amount of outcry from residents saying we want meetings broadcast. They liked them when they



were on Facebook because they could comment but that is going to disappear. We said no to this once before, we have discussed this every month of the last six and we have not gotten very far with it because it is a complex situation, it is a legal quagmire as time goes along, it seems pretty simple upfront. I am still for the audio visual with the computer and projector to put the meeting up on the screen, but I am set against broadcasting/video taping of the meetings.

Supv Kramer stated I have had a lot of discussion and found that a lot people said they would really appreciate having it and it would be helpful later when it does come available through Inframark to have it available so they can go back and watch the meetings if there are not available right then. A lot of people have mentioned, especially since meetings are out of Harmony, that it makes a lot more sense that they can stay at home and watch the meetings and it is amazing how many people will not speak up about that but will definitely take advantage of it. We have found that in other local government situations where we broadcast with the cities or counties meetings and a lot of people take advantage of that. I do not see a great expense here; we are going to have half the equipment anyway to be able to do our audio visuals.

Supv Kramer MOVED to approve a budget of \$1,500.00 for the equipment and \$150.00 per year for the Zoom Pro account and Supv Kassel seconded the motion.
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Supv Berube asked how does that meet our purchasing and procurement policy?

Supv Kramer responded we will still meet our purchasing and procurement policy in that we will go forward and they will get bids for the equipment, but this is a not to exceed \$1,500.00.

Supv Leet stated in talking to Bill in passing he mentioned people messaging during the meeting and the way it would be structured is the way we are structured here where people who are participating on the phone or on the Zoom meeting there is a designated time to speak in the beginning otherwise the chat will be turned off so we do not have people jumping in the auditorium here. There is the designated time they can have that interaction in the beginning, and this facilitates that.

Supv Scarborough stated so it would work both ways, that is optional.

Supv Leet stated it would be our account, we would have full control, it would be muted for whoever is not presenting the meeting here except for that time at the beginning of the meeting where we are open for comments.

Supv Berube stated to be clear, the \$1,500.00 is for the video equipment. Do we need a separate computer?

Supv Leet responded no. It is a web cam.

Supv Berube asked how do we get the meeting on the screen?

Supv Leet responded whoever is sitting here would see us sitting in front of them and we would be projecting the agenda or items for discussion on the screen.

Supv Kassel stated the do it yourself package includes the pc, the cart, projector, screen, camera, audio mixer, cables.

Supv Berube stated there was a separate computer purchased listed somewhere.

Supv Kramer stated there is another coming up and I am not sure if that was a part of this originally and somehow got separated out.

On VOICE vote, with all in favor, the motion was approved.
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Supv Berube stated this is a not to exceed with some bids to procure all of the equipment.

Supv Kramer stated that is correct.

**E. Status of VC-1 Survey Monkey**

Supv Kramer stated this has been on the last couple of agendas.

Supv Kassel stated there were some comments made on Facebook particularly about the survey and what the results of the survey show, and those comments were incorrect. It is possible that the format of the survey just did not show up that well on some screens. The result is 68.72% of the responses, that is 195 people who responded to the survey, are in favor of the CDD doing something with VC-10 and only 31% are opposed. More than double the number of people who are opposed want something to happen there. When we get to what to do, it is confusing because there is this green bar that goes across the screen and you think go ahead and it is the opposite; it means totally opposed.

Supv Kassel outlined the options and levels included in the survey. She stated in the end they give a weighted average so you can easily take a look. The highest of the weighted averages is a path leading to a boardwalk along the shore at Buck Lake. That is the highest at 3.53, at 3.11 is a butterfly garden with benches, and the lowest is a community garden in that location with 1.91.

Supv Berube stated number one was a path leading to?

Supv Kassel responded a boardwalk along the shore of Buck Lake. I think it includes the boardwalk along Buck Lake.

Supv Berube stated probably like what we have already there where the path goes down through the woods and out to a dock now. I think what they are talking about is a path along Buck Lake with a boardwalk that leads to it so you can walk the shoreline.

Supv Scarborough stated you are talking about VC-1.

Supv Berube stated yes. You are going to put a path through the woods and not do much else with the grass that is there. What was the second?

Supv Kassel responded the second highest was a butterfly garden with benches. This was just a survey and it said in the beginning we are getting your opinion on this but it does not mean we are doing anything right away, we have to evaluate where we are with our facilities, how much money we have and etcetera. This idea for a boardwalk is going to be extremely expensive.

Supv Leet stated also it was the only one that had more people in favor of it as opposed to it. All of the other one had as many people strongly opposed as there were strongly in favor.

Supv Kassel stated even though it is the most highly regarded amongst residents it is also the most difficult and expensive to execute. My sense is if we were going to do anything with a relatively high 3.11 as opposed to 3.53 is the weight for the butterfly garden with benches, if we were going to go in that direction it would seem that that might be more viable, more feasible for the CDD. Again, we do not have to do anything.

Supv Kramer stated my concern is the very low response rate you got. Having such a low response rate, and I will admit my husband and I got our paths crossed and you got two from our household, so I am not sure how reflective this is of the will of the community as a whole. I do not think we need to rush to do any development on the last parcel we could do development on. We may want to hold it in reserve; it is not going to

cost any more to hold it where it is now than to start with paths or something. It could be cleaned up a little more and look a little nicer.

Supv Leet stated we are also about to onboard a new District Engineer and there were throughout the proposal's projects along the lines of community gardens and those type projects.

Supv Berube stated something to consider, a year or so ago we put up a new sign at the entrance and sprayed the wooden fence, perhaps we just do a little bit of enhancement. We have a nice entrance to Buck Lake there, but it is not delineated by anything. If you think about, maybe a nice archway over the path just to start the sprucing up effect. Buck Lake is a big feature in this community. What I am thinking about is the archway as you are driving into Kissimmee that says Welcome to Kissimmee; something like that that says Welcome to Buck Lake. It is a start with an enhancement on that property and who know where it goes from there. I think we are paying for it every year and we have absorbed that, and to Supervisor Kramer's point, we do not have a need to go do something with it in particular but it should be spruced up a little bit. Maybe some statuary. Just something to consider in showing Buck Lake in its grandeur by recognizing with a sign is a fairly simple and nice upgrade.

Supv Kramer stated there is really no action for the survey. If someone wants to bring back a proposal for...

Supv Leet stated budget season.

Ms. Suit stated budgets are the next meeting. If you are going to do anything with next fiscal year you are going to need to know what you are doing.

Supv Kramer stated I would presume this is not a huge budget item unless you wanted to more formalize the parking area.

Supv Leet stated it would depend on what we do long term.

Supv Kassel stated it seemed like something we might want to do now if we may do something else later.

Supv Kramer stated why don't we all think about different things to improve it. Supervisor Berube did you want to try and draft something up or do something that might give us an idea of a way to enhance it?

Supv Berube responded sure.

Supv Kramer stated maybe we can put some nice buffers with butterfly bushes in there since the butterfly garden is the second.

Supv Berube stated to the point of the parking area we are probably going to be spreading some concrete fines on the garden path and the parking area is a similar situation, it is pretty bumpy and dusty now. The fence has been painted but it is years old, and maybe we enhance the area with doing the concrete fines on the parking area and perhaps step it up with the black wrought iron four foot fence rather than the wood.

Supv Kramer stated if you could bring some ideas back to us.

## **SIXTH ORDER OF BUSINESS**

## **New Business**

- A. RFQ for District Engineer**
  - i. Hanson Walters**
  - ii. JMT**
  - iii. Pegasus**

Supv Kramer stated our new business is the Request For Qualifications for District Engineer. The qualifications were distributed to the Board members and the Board members have their rankings.

Ms. Suit stated I sent the ranking sheets to the Board in advance and the Board has ranked them as: Pegasus Engineering - #1, JMT - #2 and Hanson Walters - #3. With that, the motion would be authorizing District staff to negotiate a contract with the engineer based on the rankings before the next meeting. If you have terms you want to be negotiated that will allow if #1 says no, they are not going to go with those terms we can go to #2 and then #3 if needed.

Supv Berube stated when you say terms you mean fees, costs, hourly rates and all of that.

Ms. Suit stated right. They all have a fee sheet.

Supv Kramer stated a not to exceed hourly rate or something.

Ms. Suit stated their hourly rates are set and I think they all are relatively the same. It would be more of if there are specifications I would think.

Supv Berube stated the devil is in the details. The hourly fee is one thing but how much is a particular engineer going to charge us to prepare for a meeting, what is the mileage rate to drive here and home. Those are the details that become the killers when you get into billings. How much per copy, how much for bindings, associate hourly fees.

Supv Kramer stated I do not think Board members are going to get into that minutiae, but we do need to instruct the management company to work on that.

Ms. Suit stated it will be District Counsel.

Supv Kramer stated between District Counsel and the management company to work on that and come back with the best contract, hopefully with #1.

Ms. Suit stated all of the engineers have a flat rate sheet they usually provide. I have not personally had a Board with a lot of negotiating, but if there are specifics you want negotiated.

Supv Kramer asked is there anything anyone feels strongly on one specific item that has to be?

Ms. Suit responded I do know with Pegasus if they exceed the budget, he will send a work authorization letting the District know we have reached that limit and here we are to the next limit.

Supv Kramer stated I would ask the Board to approve our ranking #1 for Pegasus Engineering, #2 for JMT and #3 for Hanson Walters and authorize District Counsel and District Manager to begin negotiations and bring a proposed contract back to the Board.

On MOTION by Supv Leet seconded by Supv Kassel, with all in favor, the District Engineer rankings as #1 for Pegasus Engineering, #2 for JMT and #3 for Hanson Walters and authorize District Counsel and District Manager to begin negotiations and bring a proposed contract back to the Board was approved.

Ms. Suit stated District Counsel should also send out the award notices.

**B. Pond Maintenance Proposals**

- i. Bio-Tech Consulting Inc.**
- ii. Crosscreek Environmental**
- iii. Sitex Aquatics**

Supv Kramer stated the next item is pond maintenance proposals and from what I have heard we are keeping pond maintenance in-house. Let's back up a bit; there is a difference between keeping the vegetation along the shoreline down and if the pond has a major problem that would need them to get out in a boat to do something about it which we had recently in the pond in Neighborhood O. Is that something we do want to get a regular pond maintenance company, such as these proposals, to do? Or is that something

you want to deal with on an as needed basis and let our Field Management contract out if there is something they cannot handle from the shoreline?

Supv Berube responded as we get into it with Inframark maybe their restrictions will loosen up or whatever the case. To your point though, if they have to go in a boat to do something, we have 20 ponds and there may be two or three ponds that need something done from a boat, we could bring in a contractor to have them do the two or three ponds all at once.

Supv Kassel stated I did a little research on the companies we got proposals from – we have a little experience with Bio-Tech and it has not been a positive experience. I researched the other two and the reviews of them – Crosscreek had some good reviews and Sitex had some really poor reviews.

Supv Kramer stated unless I hear any objections, we will do the around the pond maintenance as agreed to by Mr. Tarase and then on an as needed basis if one of our ponds starts going belly up then we will contract and have them do it. We will give it a trial basis and if it looks like it is working well, we will continue on in that.

Ms. Suit stated so I just want to confirm that this is what they are doing now.

Supv. Berube stated right.

Ms. Suit continued, I just want to make sure that they are not getting in a boat.

Supv. Berube asked Mr. van der Snel, how often does the boat go into the water?

Mr. van der Snel responded, Once in the last three years.

Supv. Berube stated that rarely does the boat go in the water.

Ms. Suit stated that's okay, I just want to be sure that the ponds are being maintained.

Supv Berube stated the pond maintenance will continue as it is, we will not put people in the water.

### **C. Ratification of Servello Addendum – Irrigation**

Supv Kassel MOVED to ratify the Servello Addendum for Irrigation.
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Supv Berube stated this changed from last month to this month.

Supv Kassel asked what changed?

Supv Kramer responded very little.

Supv Berube stated the amount of money that can be spent without authorization.

Supv Kramer stated it was actually reduced. They had proposed to be able to do \$1,000.00 worth of repair without authorization and we have reduced it to \$500.00, unless there is an emergency. They had requested \$3500 ability to do an emergency major repair without bringing it back to the Board, we said because of procurement policy we have a \$2,500.00 approval and again that would have to be approved by the District Manager and the Chair. It is actually less expenditures than what they originally proposed.

Supv Berube stated to the point of the purchasing policy, this contract is way over the purchasing policy guidelines, yet we only got one quote on this.

Supv Kramer stated I think last meeting would have been the time to have discussed this. The discussion at the last meeting was based on the fact that Servello is our landscape contractor and irrigation, due to the problem we had with Davey, and we are still in a lawsuit because there was finger pointing with the irrigation services. The discussion at the last meeting was in order to prevent that finger pointing and having a separate irrigation contractor that we would give them a six-month trial period and that was voted on last month.

Supv Kassel stated now we are just ratifying the contract.

Supv Leet seconded the motion.
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Mr. Feliciano stated one of things with the irrigation contract is the MaxiComm system. If we are going to control it we would like to have it not only on our laptop so we could monitor it as well. Mr. van der Snel can have it and we have no issue with that because our guys are still going to be working closely with him, but we also need access to download to our computer as well.

Supv Kramer asked is there a problem with that?

Mr. van der Snel responded no.

Supv Kramer stated let's get it done as quickly as possible. This is your six-month trial so you need to have all the tools that you need to have, you are primary on making these decisions and the status of our landscaping and the amount of water we will use.



Mr. van der Snel stated we need to record whatever changes there are doing to system because after six months if we say this is not going to work then we will be able to square it where it was.

Supv Kramer stated there should be a way to download all the current settings and everything.

Supv Berube stated we must have a software license from Rainbird for the Maxicomm system; does it allows us to transfer it out?

Mr. van der Snel responded you can grant remote access.

Supv Kassel stated I just wanted to mention it was a unanimous vote of the Board last month.

Supv Berube stated last month's vote was subject to District Counsel coming up with a satisfactory agreement. The agreement got signed and put in place, but we never saw a final agreement.

On VOICE vote with Supv Kassel, Supv Leet, Supv Kramer, and Supv Scarborough voting aye and Supv Berube voting nay, the motion was approved.
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## **SEVENTH ORDER OF BUSINESS**

### **Subcontractors' Reports**

#### **A. Servello**

##### **i. Grounds Maintenance Status**

Mr. Betancourt stated the mulching project has been completed, which is all the tree rings and planting beds inside of Harmony. What I have left is the pools at Ashely and Swim Club which are done with a black cypress mulch. Aside from that is the Lakes at Harmony, all the trees around the pond has to be done by bag and will be put on a schedule. I will get with Mr. van der Snel.

Mr. van der Snel asked will the berms – pine needles this time?

Mr. Feliciano responded we did the pine needles less than a year ago. I will look at the exact date; in the contract it is per year.

Mr. Betancourt asked are there any questions?

Supv. Kramer asked if there are any questions from the Board.

Supv Kramer stated we have a horrible problem with fire ants.

Mr. Betancourt stated I spray granules on the mounds when I come across them. I see they are getting out of hand and will be putting a service request in tomorrow for the fire ants to be treated throughout Harmony.

Supv Kramer stated thank you, Because by spot treating, we are just moving the mounds around. It is really bad in the soccer field; I saw they had some treatments, but a lot of the mounds are still active. We just need to bait the entire area.

Corey, with Servello, stated when we treat the mounds, we inject those and do what is called a down rodding. We down rod into the mound to kill the queen so she will not relocate.

Ms. Kramer stated it has been a hot topic on Facebook and with our kids playing soccer out there, it has been difficult.

Mr. Feliciano stated we do the down rodding and we do that with our hortex (sic). Mr. Betancourt is not able to do that kind of application. For the high traffic areas like the soccer field and playground I would suggest, and I will check the contract, but we can use Top Choice. It is a bait that you put down and lasts up to one year. In most cases we do not put it in the contract because it is an additional expense as it could be expensive, but we have used it in many communities. I'll go back and see if it's in the contract. If it's in there, then we'll do it.

Supv Berube stated to the soccer field a couple years back we spent a lot of money on a special intensive treatment and it kind of got green and it got a lot of weeds and 14 different kinds of grasses. We stopped the intensive care program and the soccer field is not the prettiest of places right now. What are we doing with this mess?

Mr. Feliciano responded we have to keep irrigating it and we have to fertilize it. Unfortunately, we are at the time in the season where we cannot put down high nitrogen right now due to regulations. We can keep fertilizing it with a slow release granule but the problem with a slow release is you are trying to build a root system up and to build up a root system you have to stay off the field for a few months and you are not able to do that because you tend to have kids on there. We also discussed the expense of sodding the fields and again, if you are going to re-sod you have to shut down the entire field. What might help is when we get to June or July with the rainy season you are not going to see as much activity out there as you normally would and maybe hit it with some slow release fertilizer at that time and maybe a little more nitrogen because you have the rain

in and hopefully it will green up and build some stability. We have tried pot ash in the winter which is really good for the root systems but the problem again with that is you continue to have kids out there.

Supv Kramer stated I think one thing we need to do is take care some of the weeds in it first. I think there is a good sound base underneath. The other thing we are up against is the Sand Hill Cranes. They do a number on that soccer field. They are out there probing for worms and tear up the sod. But, trust me, no one in this community is going to stop that.

Mr. Feliciano stated some of the issues with Bermuda, besides Sand Hill Cranes, is it is required to be cut at a certain height. The difference between Bermuda and St. Augustine is if you have weeds in St. Augustine you can let it grow up, so the St. Augustine is able to choke out the weeds. With the soccer field there is a lot of Alexander grass which is uncontrollable and needs to be removed, there is a lot of other grass that we have been fighting out there. You have so many things going against that field and you almost have to hit it at the right time and shut everything down on the field and let the Bermuda grow up in height to help choke out some of the stuff.

Supv Kramer stated the soccer field is not Bermuda.

Mr. Feliciano stated it is a mixture of Bermuda.

Supv Berube stated it was Celebration Bermuda when it was put down.

Mr. Feliciano stated you may be thinking of Zoysia.

Supv Berube asked can we let it grow up?

Mr. Feliciano responded absolutely, but I do not know how many people you are going to anger on Facebook.

Supv Kramer asked can you put together a proposal on how to correct our soccer field, as far as, timing, shutting it down and things of that sort?

Mr. Feliciano responded the correct proposal for your soccer field we are talking about experimenting with different ways to help your turf right now. As a professional I am going to tell you the only way to correct your soccer field is putting in soil and re-sodding it. In June we will get a reprieve with the rainy season and we can start pounding it with a lot of fertilizer and hopefully keeping the kids off, timing with your irrigation system when you know kids are going to be out there water it in ahead of time

to keep them off it. If you put tags or anything around the soccer field they are going to get right on the field. Timing is going to be crucial to help.

Supv Scarborough stated all the professional fields that I know of cycle every single field, they do not allow constant use.

Supv Kramer stated we are not professional; we need something that is good enough but not too crazy.

Mr. Feliciano stated re-sodding those fields can be very expensive.

Supv Berube stated when Davey was here, they did it and it cost almost \$50,000.00 to do that field and for one year it looked really nice, then in the winter they overseeded it with rye grass and killed it.

Supv Kramer stated we will go forward. Thank you. I am hoping we see significant improvement with consistent irrigation. You wanted to address trees.

Mr. Feliciano stated I know the proposal for the trees here is your issue, throughout the homes was approved last month and there was a time delay.

Supv Kramer stated yes, and I am a little concerned about timing.

Mr. Feliciano stated it is not so much timing with the Black Oaks. You have Black Oaks, White Oaks, Sycamores and a few Maples out there, it is not the timing, I went through the community and looked at it, especially on Cupseed. Your issue is anthracnose spot. It is a fungus disease and happens over several winters. Whether I got the contract today or a month from now, it does not stop what is there. Anthracnose can be a leaf spot on the tissues of the tree, or it can be a canker style which attacks the vascular system of the tree itself. You tend to see black lesions on the tree, and some people think it is mold or something, but if it gets really bad it will bleed out of the tree which is a sap you see on the tree. There is a fungicide for it, and you can control it, here is the problem with that, you have well established trees. Fungicides you usually drench down, meaning the foliage, the branches, the trunks and everything. Fungicides are also poisonous if you drink them. If you go through Harmony trying to drench every tree with this on it then you might run into some liability concerns with the residents because they are placed in front of the homes. There are different fungicides, one is a neem oil which you can put on there. I need to do a thorough investigation of the community to see how many trees have it. Right now, I am seeing most are Black Oaks and some of the White Oaks. I did not really see any on the Maples.

Supv Berube asked does it affect Sycamores too?

Mr. Feliciano responded yes. Any type of tree.

Supv Berube asked sap dropping off the leaves?

Supv Kramer responded we have two problems with our Sycamores, we have the Sycamore aphids which are dropping the honey dew and then the sooty mold grows on this.

Supv Berube stated this sugary stuff gets all over my vehicles.

Supv Kramer stated that is the aphids. We released, and hopefully you will see a benefit from them, we released an enormous amount of lady bugs into the Sycamores. They will eat the aphids and that will prevent the honey dew. We can look at some biological controls for that. However, the other disease is ...

Mr. Feliciano stated what I will do is consult with Mr. Tom MacCubbin to see if there is anything we can put directly on the bark. The trees are stressed and one in particular at 6923 Cupseed, the branches are dying out. That also tells me that the tree had issues prior to going in because it is not the same height as your other trees. The growth is stunted. I would suggest you go through the community and count how many trees on each street has these lesions and see if we can treat it that way. The problem with the tree trimming is when you trim a tree with a fungus the tree is stressed, and you are infecting the equipment that is used and the equipment has to be cleaned. We can go back and say we can trim trees that are healthy, but they are going to be spotty throughout the community. Let's first tackle how many trees have the fungal disease, see what we can do to treat the trees and then move forward with trimming the trees.

Supv Kramer stated we also need to look at the Oak Boring Beetles.

Mr. Feliciano stated the tree at 6923 shows signs of a beetle as well.

Ms. Suit stated another district I have works with Mr. MacCubbin and he does a quarterly walkthrough, he is an expert. It is not very expensive. The landscapers, field manager and Mr. MacCubbin do the walkthrough and he does a detailed report of items.

Mr. Feliciano stated he is really good. He is the top agronomist. He is also a mediator. He doesn't take the side of the Community or the side of the landscaper. He is going to document what he sees and give his recommendations. It is something you may want to consider even twice a year.

Ms. Suit stated he does a very detailed report and it takes him about a half a day if not longer.

Supv Kramer stated if we could get a price on doing that and have an expert come out.

Mr. Feliciano stated I can reach out to Mr. MacCubbin.

Supv Kramer stated as far as our existing tree trimming contract is there anyone on the Board opposed to delaying until we evaluate to make sure we are not spreading the fungal disease to our other trees.

Supv Kassel asked will we have an answer by the next meeting?

Mr. Feliciano responded we should have.

Supv Kramer asked since we have entered the contract and they were supposed to start within ten days do we need a motion from the Board to authorize delaying?

Mr. LaNasa responded I think that would be best since it is not weather or an act of God.

On MOTION by Supv Kramer seconded by Supv Berube, with all in favor, to put the Servello Inside Tree Trimming agreement on hold under agreement by Servello and the Board until they evaluate any fungal disease that might spread by tree trimming was approved.
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Supv Kramer stated the other thing we had was there was a tree severely pruned by a homeowner. Have you had a chance to take a look at that?

Mr. Feliciano responded yes. The tree is not going to die. The tree is uneven now and if you get a hurricane or wind it could fall over.

Supv Kassel asked which tree, where?

Supv Kramer responded it is on the corner of Cat Brier and Buttonbush Loop. It is where the trailer had burned. It was singed but we had an evaluation and it was going to come back. We had advised the homeowner not to do anything and he took it upon himself to hire a gentleman with a chainsaw and the canopy of the tree is hacked.

Mr. Feliciano stated they powerline hacked it; straight down the center.

Supv Kramer stated the problem is the homeowners right now feel they have to protect their homes and go out and cut the trees themselves because they do not feel like we are taking good care. I would like to bring this up at a future meeting, I don't think

we should take the time here. We have a lot of situations where the owners have lobbed the trees, left a foot or so out and maybe this can be evaluated by the walkthrough too where we can come back and properly prune those cuts

Mr. Feliciano stated technically they should only be trimming those trees, if they are going to trim back anything, where the sidewalk is.

Supv Kramer stated I told the neighborhood man with the chainsaw he can go to the edge of the sidewalk only and do not cut any closer to the tree than that.

Mr. Feliciano stated we will fix it. (*Crosstalk inaudible*) We will look at the branches and cut the 'umbrellas' back flush cut to the tree.

Supv Kramer stated you are going to evaluate those and bring it back to the next meeting.

**ii. Five Oaks Lightning Strike – Remove & Replace Live Oak - \$1,710.00**

Supv Kramer stated there is a tree that suffered a lightning strike and there is a proposal to remove and replace it with a substitute Live Oak tree.

Mr. van der Snel stated which I have.

Supv Berube stated the proposal is changing.

Mr. van der Snel stated by about \$500.00.

Mr. Feliciano stated you will have to resubmit the proposal.

Supv Berube asked is there a timing issue? Do you have a tree on the ground?

Mr. van der Snel responded no, I planted it.

Supv Kramer stated the proposal will be revised. If we do some comparisons, we should be able to do it because it is under the \$2,500.00.

Supv Kassel stated it was \$1,710.00 and should now be \$1,210.00.

Mr. Feliciano stated we will resend it.

Supv Kassel stated the Live Oak in the proposal is \$720.00, so that brings us below \$1,000.00.

(*Crosstalk made comments inaudible.*)

Mr. Feliciano noted there is a bubbler in the proposal that we have to leave in there. It will tie into the irrigation.

Supv Berube stated the warranty only counts if you are buying a tree and we are not so the warranty is a moot point.

Supv Kramer stated we will take a look at the tree Mr. van der Snel salvaged for us and we will figure it out from there.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Engineer**

##### **i. District Engineer's Report**

##### **ii. Foot Bridge Rehab Proposal Summary**

Mr. Boyd stated the bids for the bridge repairs are in your agenda package. There were five bidders, the only bidder that did not fully respond by completing that request for bid form was Orlando Deck and Dock. All others submitted complete bids and we believe are qualified to do the work. All the information is in your package.

Supv Kramer stated it was very comprehensive and it is nice to be able to compare apples-to-apples.

Supv Kassel MOVED to approve DOCK-TERS Marine Construction, Inc proposal for the Trex replacement.

Supv Berube stated I have a concern that we are replacing a lot of wood that is perfectly serviceable. I understand the need to fix the ends where the grounds are collapsing and all that and there has to be some wood taken off at the ends to fix the loading and unloading ramps, but we are spending a bunch of money on wood that is perfectly serviceable for another decade at least.

Supv Kramer stated if you look closely at where the screws go through the boards, the boards have split significantly and what you have is the water will pool down in those and has been over the years, and as it continues and gets closer to your support beams it will wick down into the support beams and you find you are replacing the entire bridge structure. That wood is on its last legs and going fast.

Mr. Boyd stated you have to look at the continued degradation at this point.

Supv Kramer stated it has to be pulled up and try to re-screw it down, I am telling you it is going to be a nightmare. I would recommend we move forward with upgrading it now. We have already replaced one board that was completely rotted out.



Supv Kassel stated I made my motion.

Supv Kramer asked is there a second?

Supv Berube asked which one are we at?

Supv Kassel responded DOCK-TERS Trex proposal.

Supv Kramer stated for a total of \$35,404.00 and would include both bridge A and B for the decking, correcting the erosion problem, re-deck and redo the handrails.

Supv Berube asked are we funding this out ...

Supv Kramer asked do we have a second?

Supv Berube asked are we funding this out of reserves?

Supv Kramer responded I have a motion on the floor and need a second.

Supv Berube stated no, you have to figure out where you are paying it from.

Supv Kassel stated after this we have the discussion.

Supv Kramer stated right.

Supv Leet seconded the motion.
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Supv Scarborough asked if Trex does not require tighter spacing than your typical 2-by lumber.

Mr. Boyd stated I cannot say specifically, I do not have any personal experience with it.

Supv Berube stated typically Trex is board to board.

Supv Scarborough stated I mean if the structure underneath sags, it does not span the same space as a 2-by.

Supv Berube stated our spanning on that bridge is pretty tight anyway because of the load capacity. Trex will not have any problem.

Supv Kramer stated there are four or five stringers; there are significant stringers there for the Trex to span. I presume our professionals would have indicated that.

Mr. Boyd stated we did not get any exceptions on the Trex options.

Supv Berube stated this is going to be a 2-by-6 tread.

Supv Kramer stated the Trex option is typically more expensive but since lumber has gone up four times and does not look like it is going down anytime in the near future, Trex is very attractive. Any other questions?

Supv Berube asked are we funding this out of reserve accounts?

Supv Kassel responded we should be. Reserve and Replacement.

Supv Berube stated that is what I am suggesting.

On VOICE vote, with all in favor, the motion was approved.

Supv Kassel stated we have used DOCK-TERS before and they have done good work for us and that was also a factor in addition to their pricing.

Supv Kramer stated motion passes unanimously and we will work to put together a contract and get our bridges rehabilitated.

### **iii. RV Park & Garden Road**

Mr. Boyd stated we have submitted the drawing that is in your agenda package to Florida Gas Transmission (FGT) and have not heard back from them yet. We are ready to go ahead and proceed with the submittal of the RV & garden road and the garden plans as a package to the County. I wanted to make sure that that is what you wanted me to do at this point or if you prefer me hand it off to your new District Engineer.

Supv Kassel stated that is for the site development plan.

Mr. Boyd stated site development plan, the improvements for the RV park which will also have the road in it. As you will recall, the County made the statement that they wanted the road paved. We are using the requirement of FGT that it not be paved to get approved without pavement.

Supv Berube stated this has been a long process with many spiderous links to it and I think it only makes sense to keep you onboard for this considering all the background that you have intimate knowledge with that we would have to bring a new engineer up to speed. That is not to knock the new engineer, we don't have them onboard yet and I think it makes sense to keep you, if you are willing to continue, onboard until the completion.

Supv Kramer stated I think at this point, and it depends on how it goes with the negotiations with the new engineer, but it might good to have him involved jointly as an introduction to this process. I think it is important before we submit the site plan approval or invest too much more money, to get a commitment from the County that they

will consider this. They said they wanted it paved and put a little wiggle room in there, but my concern is if they come back and say because FGT said concrete fines are okay but nothing more permanent, they may still say from the point where our easement ends since it is an RV storage area you are going to have to pave. That is a whole other operation, am I not correct?

Mr. Boyd responded yes.

Supv Kramer stated let us broach that question before we get too much more involved in the site development plans and everything. Does that make sense?

Mr. Boyd responded certainly. I think we could make a good argument that it would not make sense to have a section paved, unpaved and then paved.

Supv Berube stated you have to remember you are dealing with County people.

Supv Kramer stated they do not want to set the precedents for an unpaved RV parking area. We have two entities that do not want to set precedents that are putting us in a log jam. We will get the new engineer on; you guys can double track it and you can introduce him to Harmony.

Mr. Boyd stated that will work. We can engage with the County about that concern to keep it moving forward in the meantime and then do a handoff.

Supv Leet stated Pegasus mentioned specifically in their proposal that they have looked it over and whether they have received the in-process or the finalized drawings, they have worked with FGT on something similar.

#### **iv. Discussion of Harmony Conservation Area Monitoring**

Mr. Boyd stated this item is under the Engineer's Report, but I do not know that I have a lot to add.

Supv Kramer stated I ended up taking the lead on this and will report to the Board. Mr. Boyd had previously, on November 20, 2019, submitted a maintenance plan to deal with our invasive weed problem. They had accepted that and what they have found to date is that although we are doing an excellent job moving forward and our staff has been after it, there is just so much of it that they had a concern. We submitted an updated maintenance plan to them, they had one more item that was not included and in fact, the updated maintenance plan mirrored what Mr. Boyd's plan was but added a few items on updates on treatment and things. The problem is I think they are interested in a

more timely addressing of the situation. That is why with Field Services going over to Inframark, that Inframark was very much aware of the importance of keeping staff on a consistent schedule of doing this mitigation.

Supv Berube stated you mean spend more hours on getting rid of weeds.

Supv Kramer stated exactly. Unfortunately, our dock master gets pulled away and it takes a long time to get in and out and ramped back up. We will be working with them to do. The one thing they wanted us to add was a quantifiable amount of treatment that they could measure us against as far as getting back into compliance with dealing with the invasive weeds. I have been working with our main staff member, Mr. Brad Vinson, who is the lead on this project and putting something together. The bottom line on this we have essentially for the conservation areas under CDD ownership, not within our boundaries, just our ownership, we have treated approximately one-third of them to date with good results. Mr. Vinson has gone back and is monitoring and spot treating to make sure it does not regrow. We still have at least two-thirds to go and it is heavy infestation. To date, and again this is a broad estimate, considering staff time because we had committed 32 man hours per week, it has cost us over the last 18 months with chemicals, equipment and other things, it is approximately \$80,000.00 to do one-third of it. We have two-thirds to go and we continue with our staff and I have verified that. I can put in the estimation; I do not want to overestimate I would rather underestimate and then come back to say it looks really good. I want to brace you that if they come back and say that that is not fast enough because it spreads faster than you are treating it then we may have to be back here before the Board to look at another option.

Supv Berube stated we are short one staff member.

Supv Kramer stated yes.

Mr. van der Snel stated well, no, we have five total now.

Supv Scarborough asked do we not have our available hours with the lack of irrigation maintenance?

Supv Kramer responded we lost one staff person at that point. We have five and one leaving May 1<sup>st</sup>.

Supv Berube stated if push came to shove you could speed it up and devote some additional manpower to this problem to get it sped up. Is that a fair assumption?

Mr. van der Snel responded David and Brad are working at least three days a week on it.

Supv Kramer stated we will see what they say and come back. I just wanted to give you an update on this because it is very expensive but necessary treatment.

Supv Berube stated the numbers seem pretty close because the quote we got a couple of years ago was \$263,000.00, but we have expanded the area greatly since then. If you triple what we have spent, we will be at \$240,00.00 and still under the contract but will have done much more area. I think we are on target with where we need to be.

Supv Kassel stated you were discussing lands owned by the CDD, have you got any answers from SFWMD in regard to the lands we do not own but are CDD boundaries which we were under the belief that we would also have to deal with?

Supv Kramer responded we are working through that now and when I add the quantifiable amount and laid it out that these are the only areas we can legally treat because we have not had easements over those other conservation areas that under private ownership then I think we will get a resolution to that question.

Supv Leet stated there was no conservation easements.

Supv Kramer stated they were supposed to be turned over from private ownership and again, even if they do come my recommendation would be that they only be turned over once they are treated.

Supv Berube stated if we are working up to a boundary, we need to do all we can to get the owner on the other side of that boundary to treat the same way we are.

Supv Kramer stated if the water management district sees it our way and understands we cannot trespass and spray toxic herbicides on their land then I am hoping they will bring their weight to bear to get that other property owner to step up and treat.

Supv Berube stated a foot over and those spores blow right back onto us and it is a losing battle.

Supv Kramer stated the problem now is it moves faster than we do so we need to step up our game.

Supv Kassel stated you said it has been 32 hours per week, but you are saying it is now two people working three days per week which triples the amount.

Supv Kramer stated we have been tracking hours and unfortunately, the net hours because of the need for Mr. Vinson to leave to do dock master work, it is just not coming up to snuff. We need to rearrange some of that, and I think we can work to do that.

Mr. van der Snel stated that two of them are working three days a week on this.

Supv Kramer stated as I said we will be dealing with that and finding out if there is a better way to do this. I am sure our new management company will help in that.

Ms. Suit stated Field Services, not management company.

Supv Kramer asked is it okay with the Board if I continue going ahead and provide a quantifiable diagram showing where we will be treating in the future?

Supv Leet responded I know there are a couple of other small parcels that are CDD owned in the conservation area, on the periphery, is this map just for reference?

Supv Kramer responded that map I thought was accurate in our ownerships.

Supv Leet stated okay, I point out the areas?

Supv Kramer responded if you will markup a map, I would appreciate it.

Supv Berube stated we have a number of maps floating around that are less than accurate.

**B. District Attorney**

**i. Report on Servello Irrigation and Arborist Agreements**

**ii. Resolution and Ratification of 2019 Servello Amended Agreement**

Mr. LaNasa stated I was able to get out to Harmony before the meeting, it was nice to see the community again, it has been quite a while since I have been over there since we were meeting at the school before COVID-19, everything is looking good. I wanted to check out a couple of sites that we wanted to see where everything was laid out. We sent out our report earlier and some of it is redundant at this time. I will go through it and you stop me as we are going.

We did the Servello irrigation agreement and the arborist agreement as well. There will be a pause with the tree trimming contract to examine some of the mold spore issues, and now Servello is taking over the irrigation. Should there be a contract extension that all went in with the revised scope of services for when you consider that item. With the ratification of the last two years of Servello, we will circulate a resolution

for that and will get that to Inframark as soon as possible, so we have a clean contract especially if there is an extension of Servello.

**iii. Discussion of Enclave at the Lakes Plat**

Mr. LaNasa stated we have had a couple of meetings regarding the Enclave at the Lakes plat. We have had a couple of meetings with the District Manager and District Engineer doing our due diligence on the properties that Harmony Land was trying to give over. We are working with developer Counsel and we have a few agreements – maintenance and access. The District Engineer looked over them and said they were pretty good, we had a few red-line changes with the access agreement, we needed to put in the gate code access information, and we need to make sure we have K100 access. I do not know if there is anything I am missing there.

Mr. Boyd stated the main thing to make sure the CDD has the rights to access to maintain the ponds and roads but to not actually take any property until it has been completed and certified complete.

Mr. LaNasa stated that language is reflected in the agreement they wrote up. We are going to take a closer look at it. I saw an email earlier that they are fine with getting it on the next agenda.

Ms. Suit stated there was a change of 400 to 600.

Mr. LaNasa stated I just saw that they were fine with us taking more time to look at all the agreements they sent on Tuesday. We have looked at them and they look pretty good, but they are just giving us a little more time to make sure that our items we are considering.

Supv Kramer stated this ran up way too late and would not have permitted Board members time to truly review it. Accepting a plat and all that comes with that is a serious undertaking we felt it best to wave it off for another month and make sure it is finalized and you have the full seven days to study it. I know some of you have extensive experience in accepting plats

Supv Berube stated the engineer said access to maintain ponds and roads. Were roads a slip of the tongue?

Mr. Boyd responded to maintain the ponds you need access to the roads.

Supv Kramer stated we will not own the ponds; they are not deeding the ponds to us, they will remain with the HOA, but we will be required to do the maintenance.

Ms. Suit stated her (the developer's attorney) note today said she spoke with the client, the developer, and their attorney said he would rather not change the plat note dedication re: Plat 400 and 600 since the County has already signed off. We understand that you may need more time in revising the agreement, so placing it on the net Board meeting agenda is acceptable.

Mr. LaNasa stated that is what I was referring to. I am sure we will have a few more meetings and discussions on it, but we are going to make sure everything is dotted and crossed.

Supv Berube stated we ran into this before with the golf course with the CDD maintenance of ponds. The golf course wanted a higher standard of maintenance than what we were providing for the CDD owned ponds.

Supv Kramer stated if the HOA wants to do a lot more in maintenance than we do and it meets all the requirements of the permit, we can let them do it, but we have to be sure we have the easements so that if we need to get in there and maintain it we can. The other thing would be the streetlights, we want to make sure streetlights are paid off with OUC before we assume maintenance and powering them.

Mr. LaNasa stated they had some language on streetlights that initially investment and they had not paid that yet.

Supv Kramer stated we do not want to be paying these payments again since we did such good work to get us out of it.

Supv Berube stated historically the developer had the CDD buy the streetlights because it went against our account for the maintenance and then at the point of purchase, they developer gave the CDD a check in reimbursement. I do not know if that is how it is working this time but that is how it worked in the past.

Mr. LaNasa stated we can look into whatever is the most effective way.

Supv Kramer stated as long as we do not get stuck with the bill.

Supv Berube stated in that way we saw the check; we provided the check to OUC and got a clean transfer of those lights to our maintenance bill.



**iv. Discussion of District Parcels on Tax Roll and Boundary Amendment**

Supv Kramer stated next is the parcels.

Mr. LaNasa stated one you brought up and the other was from the District Manager. We spoke to Mr. Boyd that at least one of them is outside of the boundary because it goes all the way to water edge where the boundary goes halfway through the wetlands.

Supv Kramer asked is that the delineation between the park and the conservation area along the lake?

Mr. Boyd responded I did not have time to prepare exhibits for the agenda package, the boundary we have along that goes to the waters edge and is the boundary that has been there since I became the District Engineer. When the question came up, I called Mr. Rick Brown and asked if he could send me the CAD work that represents the legal description of the District boundary. He did and the line in the legal description actually goes through the wetlands but not all the way to the waters edge. We might need to amend the boundary to go to the waters edge which I think at the time the CDD was created I do not know why it did not go to the waters edge then, but it seems arbitrary the way the line looks right now.

Supv Kramer asked the extra small parcel is part of the west end?

Mr. Boyd responded it goes kind of through the middle of it as well.

A question was raised that was inaudible.

Supv Kramer responded the issue is that we are being taxed on that property. Legal Counsel will evaluate to see what the pros and cons are of going through the full amendment process to bring it within our legal boundaries because the statute does allow us to own properties outside of the legal boundaries of the CDD provided they are being used for CDD purposes which these definitely are. The taxes on that little strip of land are \$58.00 per year and the other is under \$1.00 per year. It is not a big tax burden, but we should not have a tax burden based on the fact that our ownership is for the purpose of the District and they are working with the Property Appraisers and Tax Collectors office.

Mr. LaNasa stated we will have the cost analysis memo and the procedural steps for the amendment, but right now we are already engaged with the Tax Collector on getting it off the roll.

Supv Berube asked how are we being taxed as a governmental entity?

Mr. LaNasa responded that is what we are fixing.

Ms. Suit stated we are talking about the ad valorem taxes not the non-ad valorem.

Supv Kramer stated it is not within our boundaries and is an error in the understanding of the Property Appraiser and Tax Collector, I do believe. There was another legal counsel that said it can be outside your boundaries, you can still own it and not have to pay taxes. So, we now have two legal opinions that say that, and they just have to convince them, and we may have to put them in touch with other Tax Collectors. They are doing that and luckily, we have them under a contract where they can talk all day and not cost us much.

Ms. Suit stated if you do get approval please let us know because we will have to file for the exemption. There is a timeline and it already had to be paid for this year.

Supv Kramer stated that will be coming back before us at the next meeting.

**v. Discussion of Florida Resource Management (FRM) Agreement**

Mr. LaNasa stated the final thing was the FRM agreement termination 30-days prior to the expiration of the extension of the initial term. The agreement was executed on October 21 and ends 21 of the extension year. it is ending June 1<sup>st</sup> as I understood for Field Services.

Supv Kramer stated that is what they will be negotiating and trying to work out. As long as they know with a 30-day notice we can get out of it.

Supv Kassel stated it goes the 21<sup>st</sup> to the 21<sup>st</sup>.

Supv Berube asked did somebody sign a renewal of that contract? I never have.

Supv Kramer responded no, and we have a number of contracts that need to be corrected; we have a lot of loose ends out there. We do want to give them a 30-day notice.

Mr. LaNasa stated I will have to check my notes, but I have a here that there are no term dates.

Supv Kramer stated there are not any and that is part of the problem and what we are trying clamp down on.

Mr. LaNasa stated the expiration date as the effective date of initial term, so on and so forth, and that is how we came up with the termination. That concludes the Attorney's report, I would be happy to take questions or any other items.

**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 stated my reports were in the package and asked if there were any questions or concerns.

I would like to report on how far I am with the east entrance study. I am doing a study together with Supervisor Kramer to see if we can redirect the irrigation water from the east entrance and disconnect and abandon the three meters that are now on clocks 1, 2 and 3 that we have the issue with Mr. Fusilier. I am working on a proposal that is sufficient enough to make that happen. I have worked with a locator and have worked with Insight Irrigation to do a study on the feasibility of the project. I have been in contact with TOHO to do a feasibility investigation on where the new water meters would be. If we abandon the three water meters that are there, they would be disconnected, also the MaxiComm clocks would be abandoned and we would create two new clocks – one inside the tower which already has power and one on the corner of Sebastian Bridge and Claybrick that has a power pole that we pay for so there is power and my issue now is to get water there with two new meters from TOHO. The one at the tower would be a one-inch meter and the other would be a two-inch meter at the corner of Claybrick and Sebastian Bridge. That is all pending, and I think it is all feasible for under \$10,000.00. the main issue is we have to directional bore under the exit because we want to have one zone connected to one meter. The last thing we need to know is how much the boring is, they estimated at \$150 per foot and it will probably require a permit. It is all pending and a very tedious process.

Supv Scarborough stated to clarify, we are boring under the road and trying to come up in a spot in the middle of the tower to run our zone wires. How do the zone wires get through the top?

Mr. van der Snel responded no. What happens now is when you come in the east entrance on the right hand side there is the water meter, there is already a sleeve going under the road to the middle section, so we need to have a sleeve going on the outside going out the east entrance to include that little strip between the sidewalk and the curb that is on clock 3 and a clock we are abandoning.

Supv Scarborough stated you still need zone wires. Are you going to fish them through the chase pipe?

Mr. van der Snel responded they are going to go from the median into the...

Supv Berube stated that strip along there has historically had low pressure. Are you going to fix the low-pressure problem along the strip?

Mr. van der Snel asked which strip are you referring to?

Supv Berube responded in front of D'Oros and moving along the west side.

Mr. van der Snel stated that has nothing to do with this. It is the feed from Town Square.

Supv Kramer stated part of this \$10,000.00, and it may be less, Insight Irrigation has given us an estimate and we will have to do bids once approved to go out and go forward. It was \$1,000.00 for the actual redesign and engineering.

Mr. van der Snel stated he said \$1,500.00 to put it on paper and make it architectural drawings.

Supv Kramer stated to make sure we have enough pressure where we need it to go and that the system will work properly.

Supv Scarborough asked how many zones out of the entire clock are we going to abandon or need to keep to do our stuff?

Mr. van der Snel responded we have four zones now going in the east entrance. We have to include the zone going out which is on clock 3 because we are going to abandon that entire area. We are going to restart on the corner of Claybrick and Sebastian Bridge with a new meter and we are going to cut the four-inch pipe along the fence line and put a two-inch meter on it because we only have to go to the end of Claybrick and then the golf maintenance takes over again.

Supv Berube stated you mentioned golf, they were on our system and were supposed to be shut off.

Mr. van der Snel stated they are rotors and is something we still have to work out. Behind the site where the kids walk to school, the whole tree line is not trimmed because it is not ours; that is golf. I think the attorney notified the golf property owner that we would not maintain it anymore.

Mr. LaNasa stated we sent that letter.

Mr. van der Snel stated I told Servello not to trim those trees because they are not ours.

Supv Kramer stated I will double check that.

Mr. van der Snel stated it is on the other side of the golf course.

Supv Kramer stated it looks like it is going to be doable. The biggest snag has been getting TOHO to get with us so we can finalize the final costs.

Mr. van der Snel stated TOHO wants us to have it engineered. I sent you the response from TOHO with that.

Supv Kramer stated hopefully it will be a solution to our problems with our neighbors.

Mr. van der Snel stated the only downside is we have to abandon the three stations. They are connected on MaxiComm now, so clock 3 will have to abandon and make it a standalone clock which on one it will be five zones and on the other it will eight to ten zones.

Supv Kramer stated if and when the property is ever developed and we end up taking over the common space, and we asked when we have it designed to be in a way that we can switch it back so it is not an expensive cost to reconnect.

**vi. Proposals – Pipe Break Damage Mitigation**

1. Beacon - Regrade & Turf - \$13,350.00
2. Servello – Regrade & Turf - \$15,950.00
3. Arrow Paving – Sidewalk - \$7,588.00
4. Beacon – Sidewalk - \$7,557.00
5. Big T Mid Florida – Sidewalk - \$11,300.00

Mr. van der Snel stated as you can see, we put in a lot of quotes. I do not have the quotes in front of me.

Supv Berube stated we are talking about the turf replacement. Who measured them? All three have dramatically different square footage notes. There are several thousand feet in discrepancy here.

Supv Kramer responded they did it, they all based their quotes on their measurements and guaranteed it will look like it did before.

Mr. van der Snel stated I told all three of them the same story.

Supv Berube stated everybody knows they have big number differences, right?

Supv Kramer responded huge number differences. The number for Servello originally started out at over \$18,000.00.

Supv Kramer MOVED to approve the Cepra Landscape proposal for sod repairs in the amount of \$8,892.00.
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Mr. van der Snel stated when we make the contract with Cepra we definitely have to put in that the measurements weren't taken the right way.

Supv Kramer stated their job is to make it look like it did before.

Supv Kassel stated to speak to the Servello proposal, even though they were expensive, if we spend the extra money there will not be finger pointing if anything goes wrong with the sod.

Mr. van der Snel stated there is no irrigation there and what is going in is Bahia and a small piece of St. Augustine. There is nothing really to go wrong with Bahia.

Supv Berube stated according the proposal there is 400 square feet of St. Augustine here. I have a concern with Cepra being so low compared to the other two. It is attractive to go with the low guy.

Supv Kramer stated we found them based on some excellent references. It might not hurt us to try them being that we are going to save so much money and see how they do. If we get a guarantee from them, that I presume will be in our contract.

Supv Scarborough stated with the Bahia, my speculation is they are going to use pasture grass and why they are getting it so cheap, but if it doesn't matter, it doesn't matter.

Mr. van der Snel stated it was not beautiful to begin with.

Supv Kassel seconded the motion.
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On VOICE vote, with all in favor, the motion was approved.
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Supv Kramer stated on to sidewalks.

Mr. van der Snel stated there are three proposals – Big T was the highest one and a little out of line, the others are Arrow Pavement and Beacon.

Supv Berube asked is Arrow the guy who has been doing our sidewalks?

Mr. van der Snel responded yes.

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, the Arrow Pavement proposal for sidewalk repair in the amount of \$7,588.00 was approved.

**vii. Proposals - Fencing**

1. Chapco Fence LLC - \$19,750.00
2. Straightline Fencing - \$15,700.00
3. Tighten Up Fencing - \$21,575.00

Mr. van der Snel stated we have the fencing for the dog park and it is quite a story because it has been awhile and prices went up 30% to 40% compared to October/November 2020.

Supv Kassel asked have you worked with Straightline before?

Mr. van der Snel responded we have been working with Joe for a while to get the RV parking project.

Supv Kassel asked have they done actual work for us?

Supv Kramer responded no.

Supv Berube stated we have money in his hands and fence laying on the ground.

Supv Kassel stated I could not tell this makes it look like materials are included. You said we have money in their hands, is some of that money represented in these quotes?

Supv Berube responded that money is separate. The only connection with Straightline and money and previous work is that we contracted with them at the very beginning of the RV park and the permitting stopped and he had already bought the fence, so we have fence sitting on the ground for the RV park.

Mr. van der Snel stated the only thing with Straightline is he said normally I do not do permits and that is how we got into the...

Supv Berube asked are permits included with any of them?

Mr. van der Snel responded yes, with the other two. We have to add \$500.00 to his.

Supv Berube stated he would still be the low price.

Supv Kramer stated I do have a concern with Straightline. Did he get back with you on the additional?

Mr. van der Snel responded he did. This is the only way he does quotes, he said I do not have that fancy computer stuff.

Supv Kramer stated I just need to be sure we are looking at apples-to-apples. I do not want to get a fence with no top rail or tension wire.

Supv Berube stated we would typically have District Counsel write up a contract that would include it.

Supv Kramer stated it is better to see it in the quote, tell us what you are going to provide us, what gauge it is, apparently, he has it here.

Supv Berube stated you save \$3,000.00 by having a kindergarten style quote.

Supv Kramer stated I don't mind what it looks like, but I mind what it says.

Supv Leet stated they do have a website.

Supv Kramer asked when you were vetting them for the previous fencing, did you go see any of their projects or quality of the fencing?

Mr. van der Snel responded they have been in business for 17 years.

Supv Kramer stated we can go forward today, but let's doublecheck before signing on the dotted line to make sure we have quality fencing going in.

Supv Kassel asked how are we going to doublecheck?

Supv Kramer responded ask him where he has put up fencing before and look at the jobs. It is better to check than have problems on the other end.

Mr. van der Snel stated on that it is going to be commercial grade fencing. Pretty much the same as the dog park. The same self-latching hinges. I showed him the hinges and that is pretty much what he is going to do.

Supv Kramer stated the only other thing I see is Chapco is a 6-gauge and he is doing a 9-gauge. That is a fairly significant difference, the 6-gauge is much stronger and heavier than the 9-gauge.

Mr. van der Snel stated I need to go back because I told him industrial strength.

Supv Kramer stated again this is why it is critical to write up a scope of work with the specs we are looking for. We do not want ones of those weak fences that gives. If somebody feels strongly, we can go forward.



Supv Scarborough asked what is the price difference with Chapco?

Supv Kramer responded Chapco is \$19,750.00 and Straightline is \$15,700.00.

Supv Scarborough stated if he matched it gauge for gauge.

Supv Berube stated I am reading about gauges and it says fence gauges range from 13 down to 6 and the most common gauges are between 11½ and 9, with 9 referred to as light commercial duty and most often found in public and government projects.

Mr. van der Snel stated I can go back to the drawing table.

Supv Kramer stated it is up to you, I can entertain a motion to take one of these three if you want or if you want to go back and give Straightline another chance.

Mr. van der Snel stated we can say it is accepted with a 6-gauge. If he says no, then we will have to find somebody else.

Ms. Suit asked at this price or a higher price?

Mr. van der Snel responded at that price.

Supv Kassel stated I cannot imagine him agreeing to that.

Mr. van der Snel stated I would say let's table it.

Supv Kramer stated we will refine the scope of work, so we have an apples-to-apples for the bids next month.

Mr. van der Snel stated I am getting quotes for the sidewalk at Milkweed and Five Oaks.

Supv Kramer asked those are the ramps for the crosswalks?

Mr. van der Snel responded yes. I can ask Beacon for another quote and will go to Big T; unless the Board says go with Arrow.

Supv Kramer stated what I had asked for is to put all the concrete work into one package so we can avoid the mobilization costs, but that is not the way it was bid. We have Arrow doing only 4-feet of curb in the repair and Beacon doing 11-feet. It does not hurt if Big T wants to bid again. We just need to write the specs and Arrow can bid it with the sidewalk and give us a better price and maybe they will have the leg up. In the future if we have more than one concrete project and we have a couple other cracked panels that we need to get done we can put them in with the next one that would be good.

**D. Buck Lake Committee**  
**i. April 6<sup>th</sup> Meeting Report**

Supv Kramer stated we had a meeting on April 6<sup>th</sup>. I presented a written summary of the meeting and they have asked for several items to be brought back and asked for action by this Board. One of the things they asked for in order to come up with a equitable split for the work that has previously gone on in maintaining the lake has been an estimate of what our costs were during that time period to preserve that amenity for them. I worked with our field services staff to pull together an estimate including staff costs, chemical costs, cost of the boat usage, including the overhead which we are required to pay to maintain our staff. The estimate comes out to approximately \$523.41 per month. We thought we could present this to them and I would like to get approval from the Board to present them with this estimated costs that we have incurred in the past so they can consider the two options – either reimbursing 50% of this during that time period or coming back when they contract for lake maintenance, they would like to contract with Bio-Tech going forward. The proposal was possibly to take an equitable period of time and they would incur 100% of the Bio-Tech cost during that period of time to recognize we paid 100% during that same amount of time prior to this.

Supv Kassel stated I have seen what Bio-Tech has not done on Cat Lake when the developer was paying them to do the work and I am not sure I would be comfortable having Bio-Tech be our contractor for maintaining the lake.

Supv Scarborough stated I agree, but the flip side is we are talking about Buck Lake. It is largely self-sustaining; the ecosystem takes care of itself. I do not know how much care and how bad you could even screw it up. There are issues from time-to-time.

Supv Kassel stated last year I went out on Buck Lake before coming to a meeting just to see what the invasives issue was and there were 200-foot banks of water hyacinths in a number of spots.

Supv Scarborough stated I have seen that before, but then gone back and not seen them.

Supv Kassel stated I have not been out recently.

Supv Scarborough stated it tends to go through a cycle and take care of itself.

Supv Berube stated no, the situation with Bio-Tech was they were a good contractor during some months and a lousy contractor other months because they kept turning their personnel. You came up with \$523 a month, was that the estimate?

Supv Kramer responded that was the estimate.

Supv Kassel stated costs already incurred.

Supv Berube stated our maintenance started November 2019.

Supv Kramer stated you entered into an agreement with them that only specified that it would be about a year. However, the Harmony West representative, the Chairman of their Board, did indicate they might do it for a two-year period. They would pay 100% of lake maintenance for two years, but I do not know what their final result of that will be because he answers to a Board.

Supv Berube stated that would be about right because we paid for all of 2020 and it looks like we are going to pay for all of 2021 because their agreement says they will pick it up starting in 2022.

Supv Kramer stated that may need to be changed if our field services staff, under Inframark, is not going to maintain past June 1<sup>st</sup>.

Supv Berube stated they can maintain from the shoreline but not in the boat. Let them have all the grief as long as we get some sort of equity back from what we have invested.

Supv Kramer stated what I am looking for is I would like the Board to approve this summary of maintenance costs so that I can present it to them for a starting point.

On MOTION by Supv Berube seconded by Supv Leet, with all in favor, the Buck Lake summary costs were approved for submittal to Harmony West CDD.
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Supv Berube to authorize the Chair to enter into an equitable agreement considering our current investment for Buck Lake maintenance.
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Supv Kassel stated I thought we just said they were going to expect us to cover maintenance cost to the end of 2021 and they would pay 100% of Bio-Tech for the next two years.

Supv Kramer stated they wanted to know if we would be able to keep maintaining at the current status through the end of FY 2021.

Supv Berube stated they are probably wanting to do it in line with the annual budget.

Supv Kramer stated it is the same as we. What we are trying to do is get these numbers together so we will be able to do the budget. The question is - can the staff maintain the lake in its current condition until the end of the fiscal year 2021 without getting in the boats after June 1<sup>st</sup>.

Supv Berube stated Yes

Supv Scarborough seconded the motion.

On VOICE vote, with all in favor, the motion was approved.

Supv Kramer stated the next thing we need Board direction on is pursuant to Paragraph 9 of the Buck Lake agreement, the Buck Lake policies were agreed upon to be implemented by both CDDs. We are to prohibit gas powered boats for purposes other than rescue operations and not treat residents of Harmony differently than Harmony West. They wanted to know if we are good with sticking with those two policies until such time as the Boards can get together and amend those.

Supv Berube stated Yes.

Supv Kassel asked what does it mean not to treat the residents of Harmony West differently?

Supv Kramer responded Harmony West owns the lake right now, so the agreement says they will not treat our residents...

Supv Kassel stated so in order they cannot prohibit.

Supv Kramer stated they cannot cut us off.

Supv Kassel stated these policies are currently in place.

Supv Kramer stated they are currently in the agreement that our Board entered into.

Supv Berube stated the spirit of the letter was everybody has equal usage of the lakes, no discrimination, nobody owns more than half the lake, equal and just for both sides.

Supv Scarborough asked what does until amended mean?

Supv Kramer stated until both Boards agree to either add or change anything.

Supv Berube stated the agreement was to go further but we never got together with Mr. Jerman on the final pricing of it, so it just ran month after month. We never finished the sit down of putting all the rules together, policies and all of that. Then he sold his interest to the new group and now this agreement comes forward and credit to them for saying we have to fix this.

Supv Kramer stated they are following the letter of the agreement and think we are in a good step there.

Supv Kramer MOVED to keep the Buck Lake usage policy as currently written.

Supv Leet asked is there a standing expectation of a revision that Harmony West wants to do?

Supv Kramer responded they did not make any indication that they want to change. They indicated as we go forward with lake management plan...

Supv Kassel stated that this was acceptable to them.

Supv Kramer stated right. They said these two are acceptable at this point until we agree on something different.

Supv Kassel seconded the motion.

On VOICE vote, with all in favor, the motion was approved.

Supv Kramer stated the last item and one of the requirements of the agreement is that there be a formal Buck Lake Management Plan. Their desire is for Bio-Tech to draft that plan and include information from the required permitting authorities, etcetera, on how to maintain and go forward with that. They presented a cost for that and our portion of the cost would not exceed \$2,175.00.

Supv Kassel stated that would not be included in the costs.

Supv Kramer stated this would be additional to actually maintaining the lake itself.

Supv Berube asked \$2,175.00 would be our half?

Supv Kramer responded that would be our half and a not to exceed price. It will be done on an hourly basis and could come in under that. That would include Bio-Tech's staff time to do any presentations associated.

Supv Scarborough asked this is an evaluation?

Supv Kramer responded this is developing a full-blown lake management plan. It would be a comprehensive plan on how to keep that amenity preserved for both CDDs.

Supv Kassel stated that is still a lot.

Supv Scarborough asked if it is needed.

Supv Kramer stated it is required under the Buck Lake agreement the CDDs entered into with them.

Supv Berube stated it does say that, but it does not say you have to hire Bio-Tech, however, we are not the owners.

Supv Kramer stated I strongly encouraged them to get other bids and they said they do not want to do that.

On MOTION by Supv Kassel seconded by Supv Leet, with all in favor, the Harmony CDD portion of the Buck Lake Management Plan in an amount not to exceed \$2,175.00 was approved.
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Supv Kramer asked does anybody have anything to add or input I need to take back to the committee when we meet next? Are there any additional Buck Lake policies you would like to see instituted?

Supv Berube responded the major one is to try to keep it the way it is now which is a cool, calm, private lake with no noisy gas engines. It's a recreational serene lake. I think most residents appreciate that and if we could maintain it I think most people would be happy.

Supv Kramer stated I will give you some good news, in our discussions they say they are only going to have two entry points into the lake and both will be behind fenced gates of the HOA and will be strictly for canoe and kayak launch. The one thing that gives me a little anxiety is they will not have any maintained boats so they will be permitting private owners to bring their private boats. My concern is where have those

private boats been before this. The possibility of introducing Hydrilla through the use of private boats.

Mr. van der Snel asked what happens if we come across a gas-powered boat or an air boat? Who enforces that?

Supv Berube responded it is their lake.

Supv Kramer stated it is their lake. The air boat I understand was Bio-Tech's, but they did not apparently realize that now that it is owned by a CDD it is now open to the public. Within their CDD they are going to come up with some sort of policy as we have for the pools and boat docks. You have to allow the public but since it is behind locked gates, they can sell a key card, pass or something.

Supv Berube stated very few people launch a boat from our side and I think unless they put a launching ramp in on their side, which seems unlikely, there will be very few boats that people are going to bring into the lake.

Supv Kramer asked any other input you want me to take back?

Supv Leet stated I do not know how this relates to the Lake Management Agreement but the West CDD owns the land that is around the canals, is that in the purview of the Buck Lake Committee? The question is there any thoughts on us having access to the butterfly trail going forward?

Supv Kramer responded during the construction period, no, because they have it silt screened off and everything, but I can bring that up with them.

Supv Scarborough stated everything is fine during the honeymoon phase but I worry about long-term bad blood and they want to prohibit access from us, and then it gets ugly.

Supv Berube stated the initial agreement, the spirit and letter of it, came out pretty well, equal on both sides, however, you now have new ownership over there. Probably if we can maintain a working and talking relationship, it should work out. We are next door neighbors, we share a name almost, you have to think they are professional managers and they do not want to have animus between people who are sharing a big body of water.

Supv Kramer stated we will work to maintain a good working relationship and again, things change as it changes from developer to homeowner. We are changing from developer to homebuilder, and then we will change from homebuilder to homeowners' associations and CDD Board.

Supv Berube stated you mentioned gates and said they are maintained by the HOA or the CDD.

Supv Kramer stated the gates to launch areas are going to be maintained by the HOA. The CDD will own the lake and the HOA will control the access to the lake.

## **NINTH ORDER OF BUSINESS**

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

#### **A. Facilities Usage Applications**

There being none, the next item followed.

## **TENTH ORDER OF BUSINESS**

### **Supervisors' Requests**

#### **A. Consideration of Reserve Study**

Supv Kramer stated I think there is a situation where we need to evaluate, and I think we need to take a look at that and consult with our new engineer. We will push it forward until we have the new engineer onboard.

Supv Leet stated this relates to the Harmony West agreement but specifically to the Billy's Trail issue. I asked Mr. Boyd if the survey quote we had back in December or January and was for staking out a portion of that parcel we own along Neighborhood K. With the fill work they have done I almost wonder if we should have that entire parcel staked out. I am not sure if we want to, as an action item we would want Mr. Boyd to do. I am just worried about the transitioning engineers that this is just going to sit there. They are done with the dewatering and is in a state now where you can get back there. If we want to do something to bring the parcel up to spec, we could start doing that now. The question is do we need to discuss it at next month's meeting, can we proceed with the quote from December, do we need to have a new quote?

Supv Kramer responded I would think we would want to do a new quote, but we do have survey stakes out there. I was able to plot the existing surveying stakes and the stakes from the developer next door and not need to do a new survey. To get the area cleared so we are not going through the muck hole and further on out, we should be able to do that too.

Supv Leet stated so that would be something for action next month whether it is Servello.

Supv Kramer stated we can take a look at it as far as cutting whatever needs to be done. Brad had cut that area nicely. Is it easier to get through there now?



Supv Leet responded somewhat. I know it is not following the outline of the parcel exactly, but it has been a couple of weeks since I have been back there.

Supv Kramer stated the bigger question is where it comes around the end of the development and into Billy's Trail.

Supv Leet stated there is fencing that needs to come out. I know we had permission from Mr. Jerman and think he stills owns part of it. Fore Star has acquired most of the parcel including Billy's Trail and the side trail. Just so the Board knows I did reach out to Fore Star just asking, because through the HOA we have done the maintenance of those side trails and all of that, I spoke with someone and waiting for them to contact back, that was specifically for Billy's Trail side of it.

Supv Kramer asked Fore Star owns it? I did not think they purchased that.

Supv Leet stated Fore Star owns right up to the line that cuts from Buck Lake to Cat Lake. The guy knew what I was talking about on the phone and he was looking at things on his side and will get back to me.

Supv Kramer asked who are you working with on that?

Supv Leet responded Alex Madison, Director of Development.

Supv Kramer stated I am working with Chris Tyree, the Developer and Chairman of the CDD.

Supv Leet asked do we need anything else as an action item next month for clearing out the parcel based on the survey stakes?

Supv Kramer responded I think what we should do before we survey anymore is find out if they are going to continue to let us go back in there. If they are not, I don't see any clearing out.

Supv Leet stated that would be a County enforcement issue, that is a pretty big chunk of trail, I don't think that is even something to consider. We are still waiting to hear back.

Ms. Suit stated follow up with them, let us know what you have, and we will put it on the agenda.

Supv Kramer stated for some reason I thought Mr. Jerman was maintaining that section so it surprises me that it was deeded over. They had offered to bring heavy equipment in, if necessary, to cut that back to connect to trail proper but if he no longer

owns the trail no need to take that out if we cannot get to anything past the end of that. Let us get that resolved first.

Supv Leet stated the other thing I asked Mr. Boyd to look at is there is a new drainage structure that comes under our property west of Neighborhood K.

Supv Kramer asked is it an outflow structure?

Supv Leet responded yes.

Ms. Suit asked is it on their property or our property? It is CDD property, but still with the developer.

Supv Leet stated I think the outflow is maybe past. My question was is it graded enough so that going forward if we have trail access and actually making use of this does them putting the structure there turn our property into a swamp.

Supv Kramer stated I will try and get out there to look at that and talk to Robert about it.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Adjournment**

There being no further business,

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

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Secretary

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Teresa Kramer  
Chair