

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

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, June 24, 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

Chair  
Vice Chairman  
Assistant Secretary  
Assistant Secretary

Also present were:

Bob Koncar  
Tim Qualls  
Tristan LaNasa  
David Hamstra  
Gerhard van der Snel  
Angel Montagna  
Julie Yevich  
Pete Betancourt  
Corey Westmark  
Residents and Members of the Public

District Manager: Inframark  
District Attorney: Young Qualls, P.A.  
Young Qualls, P.A.  
District Engineer:  
Field Services Manager  
Field Supervisor: Inframark  
Asst. DM: Inframark  
Servello  
Servello-Irrigation

### **FIRST ORDER OF BUSINESS**

#### **Roll Call**

Supv Kramer called the meeting to order at 6:01 p.m. and called the roll.  
Supervisor Scarborough is not present at this time.

### **SECOND ORDER OF BUSINESS**

#### **Audience Comments**

Supv Kramer stated again we ask that you please limit your comments to three minutes.

Hearing no comments, the next item followed.

### **THIRD ORDER OF BUSINESS**

#### **Consent Agenda**

- A. May 27, 2021 Budget Workshop and Regular Monthly Meeting Minutes**
  - B. Financial Statements for May 31, 2021**
  - C. Approval of: #254 Invoices, Check Register, and Receipts**
- Supv Kramer outlined the consent agenda.

Supv Kassel stated the check to John Warner for \$1,000.00 says returned from Mr. John Warner, unidentified check.

Supv Kramer asked does anyone know who John Warner is?

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Mr. van der Snel responded he is a Harmony West resident who wanted to use the amenities for a membership. He has an access card now and has provided a check.

Supv Kramer stated I have been going back and forth with our financial folks, Ms. Sally Chalkley, Ms. Paula Davis and Ms. Randel. I do not know why they could not identify what this was. They located a John Warner in Vero Beach and they refunded the money to him. I asked, did you speak to him and evidently not, so we will need to let our financial folks know that we need to try and get that money back. This is a Harmony West resident who paid the fee to enjoy the amenities.

Mr. van der Snel asked, the check did not say what it was for?

Supv Kramer stated, It did not say what it was for, so they were confused. If you could write up a summary of that and provide it to Ms. Chalkley and Ms. Randel.

Supv Kassel stated, I thought the fee was \$1,250.00 per year. Can we approve the consent agenda reserving this check?

Mr. Koncar responded, yes, you can do that; you can approve the Consent Agenda with the exception of that check.

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| Supv Leet MOVED to approve the consent agenda. |
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Mr. Berube stated, I have some questions on certain bills. In the expenditure file, the Servello invoices, pages 74 and 77, we are being charged two different amounts for identical components. I do not understand why there is a significant difference in price, almost 15%. On page 74, the 4th item down, the I-20 Ultra Pop Up Sprinkler W/ 3.0 nozzle is \$42.00 and on page 77 it is \$48.30. Beyond that these prices are way up there, that identical sprinkler can be purchased from Sprinkler Warehouse for \$25.25. The \$2.73 component above it is \$0.79 at Sprinkler Warehouse, the 1806 NSI Rainbird for \$21.62 is \$4.95. There are similar markups across all of these pages.

Supv Kramer stated I had a concern about that also, so I reached out to Servello. The explanation I got, as you can see, going through this there is no labor charge so what they do is the per item charge is based on the cost of the item plus the labor to install it.

A Servello representative Stated first I would like to address the difference in the price of the \$42.00 to the \$48.30, we did have a 19% increase through Rainbird, our vendor. It did increase our parts; it is not something I want to do but it is something

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businesses have to do. Supply and demand is driving all of the cost up for us right now. As far as the \$48.00 for the rotor that covers the labor to install it, the incidental parts like the elbow that connects to the bottom of the rotor, we put eight to 10-inches of k-flex on every rotor and the connector. A lot of people's concept on replacing irrigation parts is we unscrew something and screw it back together, that might be the case in some situations but not in all situations. In a lot of situations, we do have rootbound heads. It might take us seven to ten minutes to replace a few heads or it might take us a half hour to an hour and a half. I have actually issued chainsaws to my technicians because we get root bound heads. When you have an established property with heads that have been there for 15 to 20 years it is not a simple unscrew screw back in. We do use 6-inch rotor pop ups, we do not use pre-nozzled four-inch box store heads like Orbitz. We use Rainbird and we do use Hunter. We use a quality product that we want to last for years for the association. We also buy rotors that are not pre-nozzled at three gallons per minute, we buy nozzles that range from 2-to-8 gallons per minute, that being said depending on the usage if it is 180 degree and you have another on the zone that runs 360 I would want to put twice the amount of water down on one side up the road and only three gallons in the center. We make sure we measure that weather it is 90 degrees We will do a 2 1/2 to three gallon; we will do a three gallon on the side and a six gallon in the center. The same goes for the pop ups, we do not unscrew and re-screw old heads. I have brought examples of where we actually had to cut out with a chainsaw. Head A might take us 10 minutes Head B might take us two hours; we do not know that until we excavate. We might move the dirt out of the way, and it is easy and we might move the dirt out of the way and find a tree root. It is not on a per case basis it is an overall checks and balances, where for each individual head I would like to charge a certain price and know what it is going to cost in the end but I cannot. If we do that you will see NTE. If you have a lateral line break you will see an NTE because we do not know what is in there until we start excavating. I try to be fair with my pricing and we are within market value.

Supv Berube stated now I understand it but I do not understand why on one of these there is a labor cost.

Supv Kassel stated technician labor on page 75.

Servello Rep asked what zone was that on?

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Supv Berube responded zone 19. I take you at face value for what you said.

Supv Kramer stated the labor charges are associated with two lateral breaks both in zone 19.

Supv Berube stated we decided earlier this year to pay Servello \$26,200.00 to monitor our irrigation plus costs for labor and parts to repair the irrigation. We could have our people do the irrigation for a \$45,000 add on to the Inframark contract, it would require one guy. So far with the proposal that is included in this package coming up and the markups are similar and on the proposal that is coming up there is a lot of labor. If we allowed CDD field services to do it at regular cost the bill that is \$654.64, if field services did it at \$33.20 per hour cost that bill would be \$319.20, in the second bill that is in the package that is listed at \$277.20 and if field services did it, it would be \$118.22. There is a significant savings here. We went with Servello to save money on the irrigation, it is not going to take very long at these numbers to exceed what it would cost to put a field services back on to do it.

Supv Kramer stated, But we have excessive water consumption when our field services folks were doing it. We also had lateral line breaks that were not being repaired properly instead they were being ratcheted down and we were not getting proper watering. We have ended up with a lawsuit with Davey.

*Crosstalk made the discussion inaudible.*

Supv Kramer stated this past month, not the rainy season, April 19th through May 19th when it was just as dry as dry can be our actual irrigation bill with Servello handling irrigation went down from \$16,000.00 to \$11,000.00. That is a \$5,000.00 savings in one month. Once we get through this proposal, and remember we are just now starting to correct a system that has had years long problems, we are getting those corrected now and it is going to cost us some up front but in the long run I think we are going to see significant savings. We agreed to give it a good six months and see how it goes. I think we should continue on with that and try to get our irrigation systems set up properly.

Supv Berube stated, We will purposely spend more money than we would otherwise spend because you want to prove a point and that is fine. When we get to the end of the six-month period, I will be happy to look at it again and we will have the discussion. You are spending people's money foolishly, not to mention the value of having another guy on field services staff, the value of that is when there is a sprinkler

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gushing somebody can get there right now and fix it. What if it is on the weekend and there is nobody around when we have staff and Servello does not. There is a value to that.

Supv Kramer stated we also have a Maxicom system that when it is properly aligned it will have remote control over much of this or offsite control.

Servello Rep stated, No we will not. I have tried to access the Maxicom system and it is actually based off the server in the office. The system is antiquated and on an older operating system, it is on Windows XP and it cannot cross platforms. If you were to upgrade your computers to Windows 7 or Windows 10 the software for Maxicom would not work on it. For us to be able to access the server that Maxicom is on we cannot actually upload updates on Windows XP because TeamViewer does not support that. When you go on Google to try to update it Google says it does not support XP.

It is kind of a quandary because you cannot get rid of that operating system because the Maxicom only goes up to that system because you have the first generation Maxicom, which actually your controllers are outdated. You cannot get 24s anymore you can only get 48's, you can get the 48's on Amazon by getting used and piece together. I am here because I want your system to be correct; I understand that we cannot live here on site and we cannot jump on it on a moment's notice. I get that and I understand that and I do respect your point that if you have it underneath one of the gentleman who works for Mr. van der Snel you have an instant response, But that being said, I also inherited this and it was supposed to be a working system. We found valves that were throttled down and once we turned those valves on, once we located them and turn them on we found broken heads and broken lateral lines, so apparently it was course of action if you find a big issue that zone does not need to run, that is not a repair. I want the system to operate and me charging you what I am charging you for the repairs to get the system to operate, I do not personally benefit. I have a job with Servello, I do not make a Commission, I am salary based. I am on the job site for 16 hours today because I care. I cannot stress that enough. I want your grass here to thrive and you are not the first property that I have gotten pushed back, I have been with Servello for 3 1/2 years now and I get pushed back because they say when I come in you cost me money. When I come in I tell you we have a bridge to cross and once we cross that bridge you are not going to get these exorbitant bills. I want to come in and correct your system, get it up to par and have you happy, that is my goal. One of the things I do not understand is that we use Maxicom to shut off the

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system, this is a 1000 acre property, and I know we do not maintain 1000 acres completely but by it raining we say let us shut off Maxicom. We are shutting off controllers widespread across the property. Can you guarantee me that it rained on 95% of the property or did it rain on an eighth of the property, a third of the property or half of the property? We actually need rain sensors on the controllers which I have found most of the controllers do not have either a rain sensor at all, not operating or not even connected. Rain sensors are a Florida statute. I am not the rain police, and I am not going to run after you saying I am going to get you in trouble. It is actually BMP management. It will save you water in the end. It will save your soil in the end. It will save your grass in the end, because if you get water in 1/3 of the property and you shut the system down that means it is not going to water on the other 2/3 until the next cycle, where if you have the individual rain sensors it will shut it down. People think with irrigation systems there is not technology, there is technology in water. The new rain sensors that we have out there, the mini clicks, rain sensors that measure the water and then shut the system down when you get  $\frac{3}{4}$  of an inch, the new systems actually if it starts raining shuts it down, that is a rain sensor that will go on your Maxicom. It will then gauge if it got that  $\frac{3}{4}$  inch of rain and if it did not it, allows the system to continue running. For the controllers that you have now, you can actually include them on the nodes which are actually battery operated in the ground the only thing that we would need to do is take a piece of PVC out of the ground and have wired rain sensors. The cost of them installed, you are looking at \$75 each and you have maybe 20 to 30 controllers; this will actually allow the system to operate itself and not depend on a person to decide whether or not it is off or on. If it rains enough it will shut down this area and if it does not rain enough in this other area it will continue to water and your grass will continue to thrive. That being said, that is all I have to say and if you have any other questions please let me know.

Supv Kassel Stated I agree that we agreed to give this a try, clearly the system needs some improvement and whether it is through Servello or field services that improvement would come at a cost. I do not think we are wasting money at all and I think we are investing in our irrigation system and our landscaping.

Supv Leet stated I have a question. I am not sure if there is someone within Servello, through my work I deal a lot with using older hardware and having to deal with older operating systems like this, Is there somebody I can talk to about what our situation

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is and what options we might have, whether it involves a new computer and figuring out a way to bring that interface in. I understand it is kind of stringing things along with the old the old hardware.

Servello Rep stated, If you know of any kind of system where we can remotely access the server that will cross platforms between Windows XP, and Windows 7, I am all for it.

Supv Leet asked, Would Mr. van der Snel have the information on the hardware? Are we talking serial boards, who is the right person to talk to?

Supv Kramer asked, Mr. Westmark, would you be able to work with Supervisor Leet?

Mr. Westmark responded, Absolutely.

Supv Kramer stated if you will provide him with a card or your information. Any other information on our financial statements?

Supv Berube responded Yes. Thank you for speaking out on that. I wanted to point out something on the service of vehicles. Vehicles are not being serviced, because there are too many constrictions on getting them serviced. Having said that, if you will look at page 160, getting a brake job done on a Bobcat was \$491.00 and had I done that work it would have cost \$54.00. The machine is still down and if you look at this, there was only three wheels done on brakes because it was going to exceed \$500.00 to do all four. The machine is broken, it has been broken for two months. The second one is a Kawasaki mule it was \$87.55 paid to labor and had I done that work it would have been zero. The next is Supreme Quick Lube on the Chevy/GMC truck for \$62.00, \$40.00 had I done it. I know these are good numbers because I used to do this work. Additionally, there are hidden costs to sending these vehicles down the road. Specifically, our most expensive field services guy is right here and is the guy who has to load vehicles onto the trailer, the trailer that they Chairwoman did not see the value in buying, but that vehicle now has to be loaded on that trailer, hauled somewhere and typically sits at a service facility for a couple of weeks in general over and over again.

Supv Kramer stated, I am hoping through Inframark we will improve our vehicle servicing. I appreciated all of the servicing that you did, the problem with it is that you are doing it in a garage in Harmony, which is a residential zoned neighborhood. There are liability issues if you should get injured or if someone operating the vehicle should get

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injured for a failure that might happen. It is something that you resigned from and now we have reviewed it. I think strictly because Inframark employees will be using the vehicles it is important that they will be addressing the vehicles and the ownership and control of those later on in the meeting, so this may be a moot point altogether. At this point is there any other comments on vehicle servicing? I do have one thing, I have noticed and am concerned that there has been somewhat you might call in voice splitting and I spoke with Mr. van der Snel about this and Inframark to date where invoices were intentionally split apart. Our procurement policy is not overbearing and in one case it was Advanced Marine buying four batteries. The batteries at Advanced Marine were \$149.00 apiece and if you check TOHO Marine which would be a typical second check, they were \$129.00 apiece. Instead, when the invoice was issued, and it was over \$500.00 so the invoice was sent back, and they were asked by Mr. van der Snel to split it into two invoices to keep each one of the invoices under the \$500.00 limit. This happened with Swamp Customs, it happened with a number of different issues. We are working through with our procurement policy but we always have the ability if we are not able to get the number of quotes, which are typically very easy just go to the Internet or call a local vendor and they give it to you quickly, but if you are not able to get the number of quotes for a more complex issue then you just let the reasoning be known and the entity, whether it be the Board or the District Manager at that time, can choose to waive that. So, I do not see the problem. Actually, the procurement policy has saved us an enormous amount of money. There was one on a pool lock issue that Mr. van der Snel asked for permission to spend \$1132.00 on a lock and after it got a second look by the District Manager and sent back, he found he could get it done for much less.

Mr. van der Snel stated that is because they double charged it.

Supv Kramer stated, But you did not notice it until it was kicked back, and you had to look closer. We had the same thing on a couple of other issues, so actually our procurement policy is saving us a considerable amount of money. We had an LED lamp in the pool and once it was kicked back for a second quote all of a sudden it is working again, and we did not have to replace it. We have a number of these issues; it is good to have a second set of eyes on any procurement that is of a significant dollar amount and this Board has set that dollar amount at \$500.00. That is my comment on this. And again, we need to make sure we are doing our procurement responsibly and transparently so that



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our public out there is aware of what we are doing and what we are getting for our dollars.

Supv Kramer asked any other questions?

Hearing none,

Supv Kassel seconded the motion, with all in favor, the consent agenda was approved, excluding the John Warner payment for \$1,000.00.

Supv Berube stated in looking over the agenda I do not see a scheduling of the public hearing to approve the budget.

Supv Kramer stated that was done at the last meeting.

Mr. Koncar stated You scheduled it 60 days out, we approved the resolution at the last meeting that scheduled it for your July meeting.

Supv Berube asked, Included in that was there a review of the rates for the garden and parking facilities?

Supv Kramer responded, No, no one presented any background information, so we did not carry that on the agenda. We can set that on the next agenda if you want to get with the HROA.

Supv Berube stated I have it, I mentioned it.

Supv Kramer stated we need it ten days in advance to get in the packet that is posted on the internet. If you can provide that ten days in advance, then it will be on next month's agenda.

#### **FOURTH ORDER OF BUSINESS      Old Business**

##### **A.      Landscape Contract Services Re-Bid or Extension**

Supv Kramer stated discussion whether we should rebid. We were given a legal opinion that said we could continue on with our current landscape contract services for another year if we so choose or we can choose to start the rebidding process. I do not know whether that rebid process would have Servello back or having another firm come in. I will open the floor to discussion on whether we rebid. If we are going to rebid, we need to make that decision now so that we can get that process started since we do have to go through the full statutory rebid process.

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Supv Berube stated, I think we're at the point with Servello where we always get where we get four or five years in with a landscaper and the quality starts to get a little testy. Having said that, I can almost certainly bet that if we go to bid again right now that our new pricing is going to increase significantly. I am unclear where we are at with Servello do we already have the pricing for the extension. Is it up another 3%?

Supv Kramer responded, Actually we had consolidated and cleaned all of that up just for this point in time, did you want to speak to the increase?

Mr. Betancourt responded 1.5%.

Supv Berube stated we budgeted 2%. It is a guarantee if we change it is going to go up, I think we have been working pretty well with Servello, I think the quality in many areas could be stepped up a little bit, in general it is relatively good, so from my opinion knowing what would happen if we go out to RFP I am okay with staying with Servello knowing we have a fixed cost.

Supv Kassel stated I am for staying with Servello, I think they have been trying, there have been improvements, they have been one of the better contractors to work with and I am happy to stay with them.

Supv Leet stated especially in conjunction with the irrigation that we are still in the process of ramping up. I feel we would be making a more important decision on the other side of that and I would be in favor of extending as well.

Supv Berube stated, The things that I see is green stuff growing out of mulch, the sod generally under the trees along Five Oaks and Cat Brier are very thin, golf course side on both of those areas along the tree line, the sod under there, I know it is in the shade and is probably part of the problem, but that sod is pretty weak and needs something.

Mr. Betancourt stated there are certain parts on the Cat Brier, especially in front of the homes, it is basically all shade. I will get with and talk to Mr. Feliciano and get with the horticultural department and we will figure out something to put there.

Supv Berube stated there are certain other areas of sod that that I have pointed out to Mr. van der Snel, there is an area behind my house and along Schoolhouse where they sod is just thin. It never got vibrant this season and of course the last thing is the two Bermuda fields on Lakeshore Park and in Neighborhood F [Blazing Star]. We spent a lot of money on those fields a couple of years back trying to rejuvenate them, they do not

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look good. Those are my three hot buttons; the rest of the property is okay. Again, I am fine with sticking with you guys, you are responsive, and we have pitfalls here and there but knowing we have a fixed cost let us move and stick with Servello in my opinion.

Supv Kramer stated I would entertain a motion.

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, to extend the contract for one more year with Servello for landscaping services with a 1.5% increase was approved.

#### **B. Billy's Trail Discussions with Forestar Concerning Continued Access**

Supv Kramer stated next is the Billy's Trail.

Supv Leet stated I spoke with Alex Madison, he is the director of development for this region with Forestar, basically we are good to go, they have no intention of restricting or doing anything to affect our residents use of Billy's Trail or the attached areas. They do still have some cattle that are grazing on some of those adjacent fields, but the maintenance of those side trails it is probably property that the CDD cannot do anything about and it had been handled through the Nature and Animal Committee associated with the HROA. If there is to be any future agreement or anything, Supervisor Kassel I can give you his contact information. As far as the CDD point-of-view and being justified in surveying and rehabilitating they tract that goes along that goes along the Enclave's neighborhood, I think we are good to go.

Supv Kramer stated that is good news.

Supv Kassel asked what are the next steps now? What is the condition of the trail? We had that area that there was a low point, what is the condition of that now and what do we need to do?

Supv Leet responded There was a drainage structure that was added, I am not sure if that structure is actually on our tract or on the other side, but I would want to talk with someone with Pegasus to get a better sense of what that next step would be, whether we do need to formally survey or if we can piggyback off of what has already been done by the developer staking out their tract.

Supv Kramer asked Mr. Hamstra are you familiar with it?

Mr. Hamstra responded no I am not.

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Supv Kramer stated we will get you up to speed on it. In the past if a survey marker is out for the Enclave's because their west boundary is our east a boundary of that tract, it is not too hard to pull off of it, but I think Johnston's has surveyed it a number of times and we are kind of tired of paying them to come out and re-survey.

Supv Berube stated, Refresh my memory, and this is going back to what you just brought up with Johnston's survey. Is Billy's Trail completely contained on our property?

Supv Kramer responded, Actually Billy's Trail does not start until off our property

Supv Kassel stated, The trail head starts on CDD property and moves through CDD property until it goes around like this until you reach a gate where it becomes Forestar property. That is where the sign for Billy's Trail used to be, but the whole thing was considered Billy's Trail.

Supv Berube stated, From the trailhead to the gate is all CDD property.

Supv Leet stated, We have the tract that goes along the west side, the issue is the physical trail itself, the clearing was done not exactly along the boundary, so when they came through and staked out everything it was mostly cut off.

Supv Kramer stated, We were able to get that corrected. Our well-tread path kind of veered off into where the Enclave's is now. When they developed the Enclave's we pulled it back and cleared. Brad did a great job doing some clearing in there and gave us another walkthrough. Then we have a spot under a tree to avoid getting into a Conservation Area to the west and we need a little adjustment at that point where we go under the tree. The bigger issue is when we get out there to where they were dewatering across our property. They shut the dewatering operation down and from what I understand there may be a structure there now.

Mr. Leet stated, There is an outflow there now, I cannot tell but it looks like it goes mostly to the tree line and that would put the outflow on our property. We need to make sure everything is graded correctly.

Supv Kramer stated, It sounds like this is an engineering project.

Mr. Hamstra stated, I will be out here next Thursday with the County. I will get Ms. Montagna and you to point me in the right direction.

Supv Berube stated, My question comes down to do we have a usable trail all on our property now.

Supv Kassel stated, It is a 10-minute walk out of more than a half hour walk.

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Supv Leet stated, The Old Branch Road, there is still a little bit that is SunTerra property and then it cuts over to Forestar even before you get to any of the signed trails.

Supv Kramer stated, The part that is on CDD property now is going to need some enhancements to regain its natural look.

Supv Kassel stated, The construction of the Enclave's ripped everything apart there.

Supv Kramer stated, It decimated the buffer we had and now basically our portion of the trail is looking in people's backyards. Maybe we can put some firebush or wax myrtle or something else that can grow up quickly.

Supv Berube asked, Does this require a cooperative agreement between the HROA for the cutting and enhancement?

Supv Kassel responded, I do not think so because it is on CDD property.

Supv Leet stated, The HROA was for the side trails on private property.

Supv Kassel stated, The way the HROA comes into it is the HROA was paying a contractor to mow Billy's Trail up through what is essentially the swamp and that may remain the case. The CDD property is the CDD property.

Supv Kramer stated, If you all could put together a plan.

## **FIFTH ORDER OF BUSINESS**

## **New Business**

### **A. Reserve Study**

Supv Kramer stated the first item is a reserve study. We have three quotes.

Mr. Koncar stated as you will recall the Board asked us to go out and get proposals for reserved studies. They have been slow in coming in, but we did get a third one yesterday. I sent those to the board plus a summary sheet of each proposal and what they cost were. You can see Community Advisors is low at \$3900. I would be a little concerned and am not sure you are going to get what you are looking for at that price with that group. The other two, Dreux Isaac wanted \$25,000 with \$12,500 up front and with Reserve Advisors \$12,500 was their base price and due at signing was half \$6250. They did have some other items on there if we wanted to take advantage of them. There was a computer model that I am not sure we need or that we want it. They do have the insurance appraisal option if we want that.

Supv Kassel asked what is the value of that?

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Mr. Koncar responded it is an extra \$3000. The value for that is just to make sure that all of the District facilities and property are properly valued for insurance purposes. In other words to make sure they are not undervalued but also that they are not overvalued so you are not paying for more insurance than you need or in some cases it is undervalued and if there is some type of catastrophic event then you do not have enough money to rebuild a facility within the District.

Supv Berube stated, Having said that the purpose of doing a reserve study is to assign a value to a particular building, structure, or whatever, so if you are paying for the reserve study and the value is in the reserve study why would you pay another \$3500 to get the value again?

Mr. Koncar responded, As I said, this is an add on and was endemic to just their proposal. I have never really seen that in a reserve proposal. The other thing I thought was real interesting about theirs is that they give you one hard copy of the study and every other copy is \$75.00. I thought that was a little much. Those are the proposals that we have and there are two options. We can try to get some more proposals, because for all of our vendor contracts throughout the state they are coming in very slow, it is taking them a while to get them in. We can go back to the next meeting and try to bring some more proposals, or you can decide on one of these now.

Supv Berube stated, For the \$3500 for Reserve Advisors didn't I read that you people are doing business with them now in some places.

Mr. Koncar stated we do have some districts that they provide service for.

Supv Berube asked, Ms. Montagna are you familiar with them?

Ms. Montagna responded, I have never heard of them.

Supv Berube asked, Have you heard of any of these firms?

Ms. Montagna responded, The other two I have. I have worked a lot with Florida Reserves which does a lot in Hillsborough and Pasco counties.

Supv Berube asked, Is that the \$12,000 one?

Mr. Koncar responded, They did not submit a proposal.

Supv Berube asked, Do you have any experience with any of these directly?

Mr. Koncar responded, Community Advisors has done a couple of districts for us that we manage, one of them is St. Johns Forest. It is in the northeast and they did a reserve study for us there; we did not have any real problems with it. It is a reserve study

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like most of these, in a sense, they are going to give you a 30 year matrix that shows you what the value is now, what you have to put away each year to either replace or maintain your current facilities. We do have experience with that group, and we do have some experience with Reserve Advisors. I am not sure we have done anything with Dreux Isaac.

Supv Berube asked, Mr. Hamstra have you heard of any of these outfits?

Mr. Hamstra responded, If I am honest with you, I think \$3900 is awfully cheap. I hate to spend your money, but I do not know how you are going to get a detailed assessment for \$3900.

Supv Leet asked, What time did you send those out, Mr. Koncar?

Mr. Koncar responded, I sent them to you three times. I was communicating with Ms. Slaughter, because your emails kept coming back to me, but then she said she talked to you and said you are getting emails.

Supv Leet stated, Yes.

Mr. Koncar stated, I sent this last night, it had the matrix in it that showed the comparisons and then the proposals.

Supv Leet stated, Maybe Ms. Slaughter can send it to me, I get her emails.

Ms. Montagna stated, If you want to table it to next month, I can reach out to Reserve Specialists to see if they can submit one.

Supv Berube stated, We had a reserve study that was prepared by an engineer 20 years ago

Supv Kassel stated, It wasn't really a Reserve Study.

Suv Berube continued, and it gets modified all the time. This is a living document as time goes along so whether you spend \$3900, \$12,000 or \$25,000 it is going to get modified every year or so as you change things. With the spread we are seeing on what appears to be similar qualifications on paper with limited experience from our experts in the room I would feel more comfortable with at least one other shot, especially if Ms. Montagna has experience with Florida Reserve.

Ms. Montagna stated I have a couple of different relationships with a couple of different ones and I can reach out to them.

Supv Berube stated I like the recommendation style from our professionals.

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Supv Kramer stated, I was a little concerned with the Community Advisors. When I went to their website, they were marketing franchises for Community Advisors. I kind of went “oh, I don't know about that” and it seemed to be a one-man operation. I do not know that that is the case but that is what it shows in both the website and the proposal. I would be more comfortable; this is such an important study to have done and have done right by a firm that really knows what they are doing. Any opposition to delaying?

Supv Berube stated, Mr. Hamstra I asked your opinion, but I do not think I asked you if you have any recommendations.

Mr. Hamstra stated, The one that did Vista Lakes and I do not know if Mr. Koncar or Ms. Montagna know who that is. That one I was happy with.

Supv Berube ask, Which one did that?

Mr. Koncar responded, Let me check real quick.

Supv Kramer stated, The \$25,000 one.

Mr. Koncar stated, That was done some time ago and I can tell you their price was not \$25,000.

Supv Kramer stated, Possibly if we could talk to them, it is always when you are bumped up against that deadline to get it in and Dreux Isaacs may have said let us just throw this one out and maybe if someone spoke with them.

Mr. Hamstra stated, At Vista Lakes I think it was a renewal from five years prior and maybe why it was cheaper.

Supv Kassel stated, It would be helpful for us to understand what updates would cost. This is a ground floor reserve study; what would it cost us to have it updated every two or three years.

Supv Kramer stated, I think I saw Dreux Isaacs that it was \$25,000 dollars and then an update in five years would be \$5,000.

Mr. Koncar stated, It was Dreux Isaac that did Vista Lakes.

Supv Leet stated, It says first year update fee \$5000.

Supv Berube stated, They are really high.

Supv Kassel stated, I am wondering how often do we really need to update, it seems like every year is excessive.



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Mr. Koncar stated, I do not think you need to update a study like this every year, I think every five years is more than enough. It is just not needed because the values are not going to change that much from year to year unless you build something new and you are adding that to your insurance. It is something new and you are not talking about putting aside renewal and replacement funds for something brand new, at least in the first couple of years.

Supv Kassel stated, I'd like to know from Reserve Advisors and from any other bids we get, what subsequent studies would be.

Supv Kramer stated we will move this to Old Business on next month's agenda and hopefully have more and maybe some adjusted prices. This is such a critical cornerstone of what we do that we need to do this right. Any other questions or comments about this.

Supv Berube stated, When you do a reserve study like this, I presume somebody like Mr. van der Snel rides around with the study person and points out District property and District structures. Is that how this takes place?

Mr. Koncar responded, It depends, in this case you have an onsite full-time person so they would work with them, but it is mainly your District Engineer. The District Engineer is going to have information that they are looking for which would be drawings, and those type of things that they will do take offs from to create the values that they put in your matrix. They will work closely with the District Engineer, and Mr. van der Snel it would be good to work with in this case because he knows the property, and I would think that both of them could work together and initial review of the community and then for technical follow up they would talk to Mr. Hamstra.

Supv Berube stated, This place is spread out and there is a lot of stuff and you might say that is HOA property, that is condo property, this is CDD property and somebody new is not going to know.

Mr. Hamstra stated, We did the same with Vista Lakes. Ms. Montagna and I, we introduced ourselves, we divided and conquered, and it worked out well.

Supv Kramer stated, We will look forward to hearing more about that next month.

**B. Buck Lake Committee - Harmony West FY 2022 Annual Maintenance Plan**

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Supv Kramer stated the next item on the agenda is the Buck Lake committee. We have scheduled our next meeting for July 15<sup>th</sup>. At that time, we are going to be discussing the lake maintenance. I placed it in the agenda package, and I hope you had time to review it. They want our buy in and willingness to pay 50% of it. I have some concerns about the way that it is written if nothing else, in that it talks about doing maintenance from the shoreline, and I do not see how you can take care of a lake that size from the shoreline. I have asked Bio-Tech, which seems to be Harmony West's favorite lake manager, to provide me more information so I could provide it to you today, and I have not heard back from them. Again, number one is the initial maintenance, they say it is for wetland and upland buffer preservation areas to get rid of exotic species. If they are coming in for \$3500 and getting rid of all of our exotic species along our lake shoreline, I will sign up for that in a heartbeat; I am thinking that is not the case.

Supv Berube stated, Somehow this changed; we were around \$2175 a month or two ago.

Supv Kramer stated, That was for doing the initial Buck Lake Management Plan.

Supv Berube asked, Which was?

Supv Kramer responded, For Bio-Tech to draw up a plan that would then be presented to each of the Boards for us to agree on how to jointly manage the lake, not only actual physical treatment.

Supv Berube stated, So for \$4175 they were not doing any work.

Supv Kramer stated that was just for writing up the plan and to come in and present it to each of the boards show that we could agree. Now again we are stuck with the agreement we thought they owned the lake and we are required to be a 50% partner in order to maintain access do their lake.

Supv Kassel stated, But the boundaries.

Supv Kramer stated, The boundaries show it, I think it is a horribly written proposal and I have tried to convey to Bio-Tech, that they need to clean it up and put together a decent proposal. When we go to the meeting that is basically what I am going to tell them, that the way it is written it sounds like they are going to come onto Harmony West and they are going to treat the invasive species on Harmony West, they are going to come in and maintain the lake from the Harmony West lakeshore and we are going to pay 50% of the bill. I do not think that is going to work for us.

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Supv Berube stated, Supervisor Kassel has experience along with me with Bio-Tech some years past, and it was always like, this a poorly written proposal at some outrageous amount of money with not much detail and when you questioned it, it was well and that is what we got.

Supv Kramer stated, The other thing that we got is last month I brought before you a detailed estimate of what we had invested in maintaining that amenity that they own for them during that period. We presented it to them, they took it to the Harmony West CDD Board and their statement back is they want to see our timesheets and our invoices for chemicals. Now, our cost to maintain the lake are considerably less then what they are looking at here. We can no longer continue maintaining the lake because we cannot get out on boats to do that but why are you questioning me when you are willing to write a blank check for twice that much or three times that much. I wanted to keep the Board informed that I am not happy with what I have to work with because of the other half.

Supv Berube stated, The problem is that Bio-Tech sells all of these professional managers on all of their qualifications and Bio-Tech gets all of the business when a CDD or HOA is managed professionally, as soon as homeowners take over the CDDs and HOAs, generally, Bio-Tech is out because someone is now paying attention to what is coming up in front of them.

Supv Kramer stated, I agree to push back but understand that it is a committee of two and if we come to an impasse then they may say that our agreement is violated and pull the plug. I am kind of in a box, but I will do the best that I can with what we have to work with, and Ms. Montagna will be backing me up.

Ms. Montagna stated I will be attending the meeting.

Supv Kramer stated the one thing that we will be dealing with at that meeting in addition this maintenance proposal is the is the Buck Lake policies. Right now, we have a policy that is in the agreement and is a policy that no motorized vessels except for rescue boats can be gas powered. That one is maintained. Are there any additional Buck Lake policies that we have? I know we had a policy that on Tuesdays the lake rests, there is nothing, no boats, no fishing and that is not what our website says. Our website says on Tuesdays we do not put Harmony CDD boats in the lake because of maintenance but it is okay to fish in the lake from the shoreline. I am not sure when the website got

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changed. I do not know if we need to go back and change our website to say Tuesday the lake rests and therefore nothing happens on the lake. If we want to do that and go back to that then we need to change our website and also I will convey that at the meeting, but I need direction from the Board since I do not see anything tangible to get my hands around.

Supv Berube stated, I would agree with no boats on the lake on Tuesdays but to tell people they cannot walk down there and go fishing is a little bit of a stretch and I am not really sure why the lake needs to rest, but it has been the policy forever that Tuesday is off limits to boats. How it got changed on the website I do not know but the gentleman to your left can surely change it to anything that you want.

Supv Kramer stated, I would defer to the Board's decision on that.

Supv Berube stated, I would agree with keeping Tuesdays the boats are shut down.

Supv Kassel stated, I agree.

Supv Kramer stated, So we would ask that no boats

Supv Kassel stated, No boats on Tuesday, but the other thing that has not been addressed is that it has been, at least for us, that boat use is for residents and their guests.

Supv Leet stated, Maybe you misread the website it says fishing is permitted including Tuesdays when the boats are undergoing weekly maintenance. Maybe the maintenance part is not accurate, but we are not saying people cannot fish on Tuesdays.

Supv Kramer stated, I think in the past that was.

Supv Kassel stated, Not to my knowledge.

Supv Berube stated, I remember no boats on Tuesdays. Supervisor Kassel what was your last point about?

Supv Kassel stated that the use of boats on Buck Lake are for residents and their guests only, in other words that Harmony West does not open it up to the public.

Supv Kramer stated, Here is the discussion and I will lay it out, they are adamant that nobody from the public will be able to use that lake, and when I explained to them you cannot do that because you are a governmental entity and Florida State law says we have to.

Supv Kassel stated Well, you cannot prohibit, but you can regulate.

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Supv Kramer I explained to them that it was important to adopt a regulation policy and their attorney backed me up on that and said you cannot just leave it as that you have to go through a homeowner's regulated gate to get to the lake therefore you cannot get to it. They have to put in a policy just like we have that if you want to use this public facility and you are not a resident of the neighborhood then you have to pay the fee and then you can get a card and you will have regulated access. My understanding is they are doing that, and I will make sure that is brought to their attention again so that it does not slip through a crack and then all of a sudden, we had the floodgates opened.

Supv Berube stated, They have decided not to let field services continue treating the lake. Is that a hard and fast with them?

Supv Kramer responded, We cannot. I appreciate the thought that you think you can treat that lake from the shoreline, but we cannot.

Supv Berube stated, Bio-Tech thinks they can. You brought it up.

Supv Kramer stated, I brought up what they wrote in their proposal but again we will be talking to them on July 15<sup>th</sup>. There is no professional in their right mind that thinks you can manage that lake from the shoreline.

Supv Berube stated, Unless you are not going to do much to it.

Supv Kassel stated, That is Bio-Tech.

Supv Kramer stated, I would very much oppose us continuing trying to maintain the lake for the sheer concern of what happens if the Inframark field staff is unable to manage and we get a horrible algae bloom and fish kill right at the peak of Harmony West / Forestar housing marketing plan.

Any other thoughts or questions about the Harmony-Harmony West Buck Lake Committee meeting coming up?

## **SIXTH ORDER OF BUSINESS**

### **Subcontractors' Reports**

#### **A. Servello**

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

Mr. Betancourt stated the mulching project has been completed, the lightning strike tree on Five Oaks has been taken out and we are installing the donated tree tomorrow. As you pointed out, Supervisor Berube, I am behind, not by much, but I am behind on the maintenance. We will get it caught up.

Supv Kramer stated, We are looking for you to.

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Supv Berube stated, Last month Supervisor Kassel asked about bagged mulch behind Lakeshore park, around trash cans, benches and what not.

Mr. Betancourt stated that is done. It was done on Wednesday; I probably need one or two bags for a garbage can.

## **ii. Irrigation Status**

### **a. Irrigation Maintenance Proposal**

Supv Kramer stated, The other quick question is the irrigation maintenance proposal that I think Mr. Westmark is going to address quickly.

Mr. Westmark stated it is proposal 5564. There are quite a few zones that are not functioning, and we have to do a diagnostic on that. What that will consist of is us hooking up a machine to it and tracking wire to find out the electrical and mechanical operation of the valve or if the wire itself going to the valve is viable. We are only charging \$65.00 per valve for that. The wire tracking can take much longer than an hour, but we do not charge for that additional time we just charge for one hour minimum. There are 23 to 25 valves that are not functioning.

Supv Kramer asked, Are there any of those zones that we do not want to be functioning?

Mr. Westmark stated that we do not need them if they are bubblers?

Supv Kramer responded there are some zones on the south side of 192, and I do not know if Harmony CDD wants to continue maintaining those.

Supv Kassel asked, Do we own that property?

Supv Kramer responded, No.

Supv Kassel asked, Are they FDOT property?

Supv Berube asked, You were talking about the private property stuff?

Supv Kramer responded, I do not know. Is it FDOT property on the south side that that zone serviced?

Mr. van der Snel asked, Where the tunnel is?

Supv Kramer responded, On the other side of the tunnel, on the other side of 192. Remember where we had that big leak.

Mr. van der Snell stated, That is Bahia, but we closed all of that off.

Supv Kramer stated, What I am asking is he proposing to open some of it back up?

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Mr. van der Snel responded, That I do not know.

Mr. Westmark asked, Do you know which satellite controller area that is off hand?

Mr. van der Snel responded, That is one and three. 5 and 12 should also not be watering Bahia.

Mr. Westmark stated, I will go through these and check to make sure that they are not.

Supv Berube stated, It would seem that you two guys need to get together about what is off that stays off.

Supv Kramer stated, Not all of what is off because Mr. van derSnel had turned off the sprinklers in the middle of 192.

Supv Berube stated, I mean what is off on purpose.

Supv Kramer stated, Yes, we need to clarify what is off on purpose and so if you all could get together and take those out of the proposal. There are some that are off on purpose because they were irrigating private property or property that we do not own.

Supv Berube stated, Mr. Betancourt we have some valves that are off and you are running them manually to keep stuff green, is that correct?

Mr. Betancourt responded, Yes.

Supv Berube stated, It is not an emergency here of grass going dead because he is putting water on it as it needs it. We have time here where you guys can get together and do a potentially revised proposal.

Mr. Betancourt stated, Absolutely. These zones that are on here, these controllers are not one two or three, these are more along Cat Brier which is clock 8 and clock 25.

Mr. van der Snel stated, Clock 25 is the west entrance and one of the involved. The fence line, the Bahia is not getting on the 192 side.

Mr. Betancourt stated, Mainly what is on this proposal is inside and has nothing to do with Bahia. There is one for one of the pocket parks that have very low pressure.

Supv Kramer stated, What I would like to do, at the pleasure of the Board, but what I would like to do is go ahead and approve the proposal with the requirement that Mr. Van der Snal, Mr. Westmark and Mr. Betancourt get together and eliminate those areas since they have these areas very well itemized and those areas will just be pulled back. That can be done before whatever the final agreement is is written up.

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Mr. Westmark asked, Did you say satellite 2 is also under them?

Mr. van der Snel stated, Number 2 is the median on 192. That has been discontinued.

Supv Kramer stated, I would like to see that come back on; I do not know if the rest of the Board does. I know that you did not like your people out there...

Mr. van der Snel stated, If they are maintaining it that is fine, but I would not let CDD staff with cars flying by.

Supv Kramer stated, I will let them figure it out and if it is a problem, they can bring it back and talk to us about it.

Supv Berube asked, What line item are you going to take this out of?

Supv Kassel responded, Would it not be under irrigation?

Supv Kramer responded, I think it would be under irrigation.

Mr. Koncar asked, Are you talking about repair and maintenance?

Supv Kramer responded, Repair and maintenance-irrigation.

Mr. Koncar responded, You have spent \$3,600.00 for the year and you have \$15,000.00 budgeted.

Supv Kassel MOVED to approve the proposal from Servello irrigation maintenance proposal 5564 for a total of \$6,618.06 and Supv Leet seconded the motion.

Supv Berube stated, Not to exceed.

Mr. Koncar asked, Does the motion include the comment from the Chair about getting with Mr. van der Snel.

Supv Kramer stated, To remove the stuff on the south side of 192 and the ones that irrigate Fusilier property.

Supv Berube stated, That is why I said not to exceed because there is going to be some removals.

Supv Kramer asked, Is that included in your motion?

Mr. Westmark asked, May I interject something?

Supv Kramer responded, Certainly.

MR. Westmark stated, This is diagnostics on quite a few valves, this is not repairing the valves. There will be another proposal coming not are we going to have to



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repair the valves it is going to be a substantial amount. I am just forewarning you of this; I do not want anything to popup later.

Supv Kassel asked, What are we talking about for substantial?

Mr. Westmark responded, There could be a potential NTE for each valve of \$500 to \$550, because of too much valve sticking up and repairing the valve; I would say on average it balances out to about \$375 to \$400 per valve. The \$550 is just in the event we have a bigger issue than expected because we have not excavated. If you are looking at 20 valves minimum, you are looking at \$8,000.00 for those valves. I want you to understand that before you commit to this.

Supv Kramer stated, Your diagnostics would tell us what we need to look at. We need a functioning system.

Mr. Westmark stated, We could actually diagnosis and find out it is as simple as a \$34.00 solenoid. We have found it to be loose connections before. It is an unknown and I just want you to know that after that fact I am the bearer of even worse news, say we get the valve running and we turn on this lateral line now and it has not run in a while, how do we know there are not lateral line breaks and broken heads. I want you to understand that is not a great exponential cost but it is going to include more and more repairs.

Supv Berube stated, We appreciate that, and I figured you were going to say something like that.

Supv Kramer stated, We need to do it because otherwise our system is not running properly, and we have more weeds encroaching and more grass dying.

Supv Berube stated, So this is going to get us to those valves that you just mentioned to figure out what is going on with all the valves on this list.

Mr. Westmark stated, Yes, sir.

Supv Berube stated, And then once you know what is going on valve by valve, then we are going to get another one of these proposals to fix all of those valves.

Mr. Westmark stated, Correct.

Supv Kramer stated, Unless the repair is so small it is under their limit. So let's hope for that.

Supv Berube stated, That is where I am going. If they have \$1,000.00 to spend and a \$34.00 solenoid.

Mr. Westmark stated, To be quite honest if we diagnosis this at \$34.00 I am not

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going to quibble over that. I would rather have your grass growing properly than charge you to fix it. It is not worth the time and effort to submit a proposal; I would rather give 15 solenoids to just get it up and running than sit there and individually bid you.

Supv Berube asked, Don't they have a \$1,000.00 discretionary?

Supv Kramer responded, Yes, they do.

Supv Berube stated, So if you have a bunch of small stuff.

Mr. Westmark stated, We can go ahead and do that. I understand.

Supv Kramer stated, We have a motion and second on the floor.

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

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

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

Mr. Hamstra asked with the Board's permission can we move #1 to the end of my report?

Supv Kramer responded, We can do that.

#### **ii. Proposed Dog Park**

Mr. Hamstra stated, I compared the Steve Boyd Osceola County approved site plan and noticed the fence quantity was different for what Chapco has in there. I took Chapco's total fee and divided it by the length of the fence they had in their proposal, then multiplied it out by Mr. Boyd's approved site plan and came up with \$17,250.00 or \$17,500.00. If you want to approve Chapco's up to a certain amount because they have not giving you an official proposal, but that is what I saw as far as quantities.

Supv Berube asked, Can we talk about the site plan for a minute?

Mr. Hamstra responded, Yes, sir.

Supv Berube stated, The map that I saw is in the wrong site.

Mr. Hamstra stated, That was my concluding sentence in my memo. I talked to Mr. van der Snel about where he thought it was going versus what Mr. Boyd gave me and what we got permitted is a different location, but my last question was where is this going.

Supv Kramer stated, we are county approved we have expended the dollar amount to have a site plan. Is one side of that road that significantly different than the other side?

Supv Berube responded, Yes.

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Supv Kramer stated, It will be a larger dog park where it is going now, I mean where he has it designed in. I do not know if there was board action that said which side of the road.

Supv Berube stated, It was always the east parcel not the west parcel.

Supv Kassel asked, Was it submitted to the county as being on the west parcel?

Mr. Hamstra responded, I saw surveys in Mr. Boyd's file on both sides. he had Johnston's do both boundary surveys for east and west.

Supv Kassel stated, But the west side was possibly going to be playground rather than a dog park. I wonder if the confusion is that.

Supv Berube stated, Mr. Boyd has visited the site at least twice with me and knew it was going to be that side.

Supv Kramer stated, It really does not matter; where we are right now we are here. We have delayed these poor people, residents, on the east side of this development for months and months. There is only a small difference in the size from one side to the other, even if we make this the dog park now and change our mind, it is fenced with a small entry concrete pad and a water line. We could change the use of it in the future but to go back now because somebody is concerned about which side of the road it is on is going to delay it significantly going forward.

Supv Berube asked, Have you looked at the site where it is set up for now? It is really sloping, and it is wet on the backside.

Supv Kramer responded, It does not go all the way to that far area. The actual fencing cuts off earlier. I did not see a significant difference on the two sides.

Supv Berube stated, The east parcel is filled and up and dry and if you walk on the west parcel and go down that slope it is pretty wet there, it is a wetland. I have no idea how it got from there to there but whatever the case it still strikes me that the east parcel is still the better choice.

Supv Kassel asked, Is the approval for the west side or the east side?

Mr. Hamstra responded, The west side.

Supv Kramer stated, That is what Mr. Boyd had submitted.

Ms. Montagna stated, I had some emails back and forth with him and he said that was always the plan and that is why I was questioning everyone, going 'wait, before we move forward, where is it supposed to go?'

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Mr. Hamstra stated, Mr. van der Snel, called me as soon as he got the memo and said what is going on it was always on the east side.

Supv Kramer stated, My frustration is that this did not come to our attention months and months ago. Mr. Boyd drew up the site plan and I want to say he had it to us in January, it was given to staff, and they were told to use it for a scope of services to go out for bids and apparently that was not done, it was not looked at. The fencing contractors were just taken out there and shown this is where we want it. If we had opened that up and looked at it, we would have caught it back then, but now we are six months down the road. Unless somebody has some overwhelming reason why one side of that entry road to the golf maintenance area is better than the other side, I do not see holding the residents up that much longer.

Mr. van der Snel stated, On May 20<sup>th</sup> I received the site development plan from Mr. Boyd. On May 27<sup>th</sup> I requested you for another one because I could not open it; that was the time I received the site plan.

Supv Kramer stated, Right, but I asked months before that to please use that site development plan, whatever he provided, use that for the scope of services and again, as I think the Board members recall, we had different proposals and we had to go back and rebid it because nobody's was uniform. We've been back and forth on this.

Supv Berube stated, There was no site development plan in January. Mr. Boyd did not do it until his last.

Supv Kramer stated, No.

Mr. Hamstra stated, I am assuming Chapco had to see something because they were very specific on gates and...

Mr. van der Snel stated, I told them that.

Supv Kramer stated, I think he gave him the number of feet based on what he measured on the other side of the road.

Mr. van der Snel stated, They measured.

Supv Berube stated, That is probably why there is a discrepancy between the quote and what you got off the site development plan. The site development plan is on the wrong side.

Supv Kramer stated, Again, I need Board direction, are we going to scrap what we have, scrap the approval from the County, scrap the money we have invested in Mr.

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Boyd drawing up the site development plan and getting it in, all the work I did with County staff. If we want to scrap all of that and start over again from square one, we can do that, but I need direction from the Board on what you want to do.

Supv Berube stated, I think it is a mistake to put it where it is currently situated; I do not think it is going to work out. You have a bigger swale there, it is wet in the back, the land slopes significantly, there is more tree interference.

Supv Kramer asked, Mr. Hamstra have you been out?

Mr. Hamstra responded, I have walked both after Mr. van der Snel told me. I see what Supervisor Berube is talking about, but it looks like from what Mr. Boyd drew, he avoided where it drops off that last 20 or 25 feet where that wetland kind of gets into the low area. I don't know if he knew that and pulled it away from the low area. The other side is dryer, but everything that I have gone through from Mr. Boyd's files this is the only thing I can find on all the different versions. There were four or five different site plans that showed the west side and that is why we are here discussing it.

Supv Kassel stated, I remember seeing the shape, but I did not realize it was on the ...

Mr. Hamstra stated, They had surveys for both sides but I have not seen 2 different versions of site plans.

Supv Berube stated, I do not know how he could have swapped it, we were there along with Ms. Suit, we stood right there. The Playground got scratched early on.

Supv Kramer stated, it does not matter , we do not have time, the question is not what happened in the past but does this Board want to move forward putting the dog park where we have the county's permission to put it, where we have bids already, where we have all of this stuff going on and we can move forward tomorrow?

Supv Berube responded, I do not.

Supv Kassel stated, I am divided. In looking at the tax map right now I see there are a lot of trees on the south side and I do not know if the shade is going to project into the park. That is a consideration of a dog park in Florida. In other words, the west side might be better from that perspective. I see also that there is a phone easement on the east side, and I do not know what that means in terms of...

Supv Kramer stated, It means they can come and dig it up.

Supv Berube stated, We were going to put water in this park and the water main is

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on the east parcel and not on the west.

Mr. van der Snel stated, There is a four-inch above ground meter that goes to the golf maintenance facility.

Supv Kramer stated, It is not our meter.

Supv Kassel stated, We had talked about getting a meter.

Supv Leet stated, The consequence of the phone easement.

Supv Kramer stated, They can come in when they want.

Supv Leet stated, We have done this work and I think we can all agree it is a better situated site in terms of how dry the land is there. You have the trees lining the street, so you get that effect on both sides. For how long the dog park should presumably be there and be available for residents, like Supervisor Kassel, I am divided.

Supv Kramer stated, I think shade in the dog park is important and this way we get shade from trees on both sides. The other is going to be in scorching hot sun.

Supv Kramer MOVED to approve moving forward with the dog park on the west side of the golf maintenance facility as is depicted in the site development plan that has been approved by Osceola County and working with Chapco to do a pro rata price increase on the fencing to increase the length of the fencing.

Supv Kramer inquired, If Inframark has a concrete crew that could possibly put in the pad.

Ms. Montagna responded, We do.

Supv Kramer stated, If you could look at that and see if that can be done and that we can move forward. The residents on that side have really had it rough without having anything kind of dog park.

Supv Leet seconded the motion, and with Supv Kramer, Supv Leet and Supv Kassel voting aye and Supv Berube voting nay, was approved. (3-1)

Mr. Hamstra stated, I will schedule the pre-application meeting with the County. I will coordinate with Mr. van der Snel and TOHO to get the water line connection approved. I have survey from Johnston's and they did find permanent markers in the

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ground so the fence guy should be able to find those without sending Johnston's back out there to survey the limits. Do you want to add benches, trash cans, doggy stations?

Supv Kramer stated, We have a trash can and doggy station we moved from the old dog park. I want to thank Ms. Montagna and Mr. van der Snel for taking care of that situation and I want to thank Mr. Steve Fusilier for working with us to allow us access on to that property to remove those items to return them to our ownership so we can now use them in this new dog park. The only thing we do not have is benches and we would want to add that.

Mr. van der Snel stated, We have benches.

Supv Berube stated, It will be part of the concrete install.

Mr. van der Snel stated, The concrete pads probably need to be calculated for the benches.

Ms. Montagna stated, Okay. How many benches do you have?

Mr. van der Snel responded, I have four.

Ms. Montagna asked, Will the dog park hold four?

Mr. Hamstra responded, Yes.

Supv Kassel stated, I will be happy to go over there with you to see where to site the benches. Are the benches on the site plan?

Supv Kramer responded, No, but there was a provision that was written in that allows us to put them wherever.

Mr. Hamstra stated, We still have to pull a building permit as well.

Supv Kassel stated, I will be happy to go over there to take a look for the best place to put the benches.

### **iii. Waterside Stormwater Ponds**

Mr. Hamstra stated, If you had a chance to look at the memorandum, we went out there two weeks ago and the pond is about four feet below where it should belong. We looked at the original soil boring that was done by Devo engineering, they did not punch through what they call a hard pan or a clay layer. It just may be that you are below average rainfall and that area is very sensitive to groundwater conditions. I have since then got rainfall gauge information from South Florida from 1998 to present. I will forward it to Mr. Koncar or Ms. Montagna to provide to you. We can monitor it this

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summer to see if it rises like it should. If the groundwater increase should stay low you can talk about what you want to do in the future to bring it to where it should be to appease the property owners who feel they are getting cheated on a lake.

Supv Berube stated, Apparently that pond is very shallow because they did not dig it very deep. I remember when they put the pond in, they went down to a sand layer and stopped, and it did not fill by itself very quickly. If we were to deepen that pond would that solve some of the problems? As you say go through a hardpan layer and get more groundwater filling the pond.

Mr. Hamstra responded, It might. The plan shows it to be 12 feet deep and I do not think it is that deep in the field. I have not seen any as-built construction plans to see what the actual depth is. If it is as shallow as I have been told from others you are going to have a constant water quality problem as well because the water gets warm and that is when you have all of your different nuisance type undesirables on the surface. If we get a surveyor out here in the near future maybe, we will do a couple of depth readings. If it is as shallow as six or eight feet we need to get it deeper both for the health of the lake and to see if we can punch through the hardpan to see if the lake will then recover the regional groundwater.

Supv Berube asked, Is it reasonable to assume that soil has a pretty high value, dirt is worth some money.

Mr. Hamstra responded, If it is good stuff there is a value to it.

Supv Berube stated< What would be under that pond is probably virgin soil and I have to think some contractor would be willing to go in there and dig to reduce some of the cost in exchange for giving him the dirt.

Mr. Hamstra stated, Possibly.

Supv Kramer stated, You will be monitoring over the rest of the season.

Mr. Hamstra stated, The next time we get a surveyor out here let me get a couple of depth readings to see if it is six feet or eight feet; it should have been 12 feet.

Supv Kramer stated, We are quasi in violation of the permit because it is not the permitted pond.

Mr. Hamstra stated, No it is not what was permitted. If the pond is four feet lower than it should be and was not as deep as it should be you are getting shallow...

Supv Kramer stated, Then you will bring back different options like Supervisor



Berube suggested with maybe digging it out and what the different options are.

Mr. Hamstra stated, If the borings indicated soils used for good fill material, there is a value to that and they can dredge it for you for free and take it out of here.

Supv Kassel stated, But there is dewatering to be done.

Supv Kramer stated, It is a pretty intrusive process that might upset a lot of homeowners, but again it would give them continued waterfront property. If we turn it into dry retention, they might be concerned with that.

Supv Berube stated, That whole area needs sprucing up, at the very least putting some trees around the perimeter and putting some decent grass there.

Supv Kramer stated, We are going to wait until we do all this evaluation.

#### **iv. Five Oaks Drive Crosswalk Memo**

Mr. Hamstra stated, I happened to be out here after it rained on a Sunday and there was a nice puddle where the ramps are going. I brought it to the attention of Supervisor Kramer and Ms. Montagna. We put Ko-Pac Construction on notice that they are going to put their contract on hold. I got ahold of a gentleman named Jerry with Osceola County Roads and Bridge, he will meet with me next Thursday. His observation is similar to mine, there is an oak tree by where the ramp is going which is kind of pushing up the curb and gutter and preventing the water from going around the corner going to an inlet where it belongs. he is going to meet me about them fixing the gutter line so when it collects water it will find its way to the proper inlet to drain. Then we can get your contractor back on board to do the work you approved at the last meeting.

#### **v. Alleyway Maintenance Recommendations**

Mr. Hamstra stated, Based on my reading of Mr. Boyd's memorandum to the Board last year, he had ranked some neighborhoods and it appears that all but one from his memorandum have been completed, that being C1 and C2 and the question is whether you want to do that now or later to have me work with Ms. Montagna and Mr. van der Snel to prepare formal bid documents to get three quotes and get a price.

Supv Berube stated, If you are going to go down that road I do not agree with redoing them, but having said that getting them milled by any of these small contractors has proven to be very difficult in the past, none of them would mill them because of the weird dip. That dip also makes it difficult to eliminate the ponding you see. If we are

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going to go down this road, we need to make sure if they are going to mill, they are actually going to mill it because it turned into a battle the last time. We also need to make it where the contractor has to flood it when he is done so we do not have this ponding. If we are going to do a contract to eliminate ponding, there is only one way to find out if it's still ponds after they are done paving and that is to flood it.

Mr. Hamstra stated, We will get a water truck out.

Supv Kramer stated, That is a situation you always have to check when you have an inverted crown. I presume we have a really good, confident engineer on the team, he could do an excellent scope and walk us through this and not suffer the slings and arrows of past repeating projects.

Mr. Hamstra stated, You are going to get a lot of guys who say they can do asphalt but very few do milling and resurfacing. We will filter those out and see and see what we can do.

Supv Kramer stated, I think it is important at this time to have a motion to authorize you to do the scope of work and to start. I would entertain a motion to start the paving process by developing a scope and going out for bidding on repaving of the alleyways in C-1 and C-2.

Supv Berube stated to that point there is a quote from the engineer in here already for \$15,000 for something. is that developing the scope not part of the \$15,000 you are requesting?

Mr. Hamstra responded, No, since you hired me last month, I never submitted an hourly for the work I have already done. It is to get me through the next couple of months until your fiscal year end. It is all part of what I have already done and will be doing for June, July, August, and September.

Supv Berube asked, Absent hourly billings?

Supv Kramer asked, Instead of hourly billings?

Mr. Hamstra stated, It is an hourly, not to exceed.

Supv Kassel stated, That includes doing the scope of work to go out to get bids for the alleyways.

Supv Kramer stated, I wanted us to have a consensus and a motion not to price it but that we are in agreement that we want to go forward with this scope of work and getting bids on it.

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Supv Kassel stated, That we are in agreement but not that we are actually committing to doing it.

Mr. Hamstra stated, We are bringing bids back to you.

Supv Kassel stated, I just wanted to clarify.

On MOTION by Supv Kassel seconded by Supv Leet, with all in favor, to have the District Engineer to develop the scope of service and obtaining bids for milling and repaving the Neighborhoods C-1 and C-2 was approved.

**i. District Engineer's Report**

Mr. Hamstra stated, If you want to prolong the minor projects to next month since you meet monthly it is fine with me.

Supv Kassel asked, Which projects are they?

Mr. Hamstra responded, The garden road, Cherry Hill, the foot bridges, the reserve study which Mr. Koncar has already introduced.

Supv Kramer stated, There is one project in there that I want to bring to the Board's attention, and we can discuss it in more depth at our next meeting. This project is a situation where the pool contractors are dumping fill in our swale areas and obstructing the drainage pattern that were designed. We are now having flooding in a lot of backyards. If we do get extensive rain, we could be having serious problems. We need to beef up whatever we do with pool contractors or any other contractor that are working and crossing our lands, but the immediate problem is one that exists where they did not return the swale to its appropriate position and we need both Mr. Hamstra and Ms. Montagna to go out on site, take a look at that area, devise a plan on how to restore that swale. We are in the middle of hurricane season and I would hate to see what happens.

Supv Berube stated, There is a situation going on there, but that whole area there and you have probably already looked at it, all of that land flows downhill, it was all filled when it was built and those drains are in the grass area and when it rains hard all of that stuff has to wash through between the houses. That whole area becomes a swimming pool already before all of these pools went in, there are some problems in that zone that requires careful attention.

## **vi. FY 2020/2021 Board Meetings and Miscellaneous Services**

On MOTION by Supv Kassel to approve the not to exceed of \$15,000.00 for services already performed and to be performed through the end of this fiscal year.

Supv Berube stated, I know we are locked in at this point but be aware this is going to blow your engineering line item right through the roof.

Supv Kramer stated We are already headed that way, we are going to have to re-appropriate things.

Mr. Leet seconded the motion and with all in favor, the motion was approved.

## **vii. Stormwater Pond in Neighborhood O - Engineering Evaluation and Hydrilla Treatment**

No action or discussion.

### **B. District Attorney**

#### **i. District Counsel Report**

Mr. LaNasa stated a quick change to the agenda as around 90 minutes ago we received an email from Davey Tree Expert Company and some correspondence I would like to request a shade meeting for.

Supv Kramer asked, Do you have it in hand?

Mr. LaNasa responded, We have it in hand. They wanted a vote on it tonight and we have already made them aware that we need a month's advance for shade meetings pursuant to Chapter 286.1011. I ask the Board to make a motion so we can discuss our litigation expenditures and strategy, and we will get a court reporter for next month's meeting and will work with Mr. Koncar on changing the notice to let the audience know we will begin next month's meeting with the shade meeting.

On MOTION by Supv Leet seconded by Supv Kassel, with all in favor, a shade meeting on the Davey Tree litigation at the July 29<sup>th</sup> meeting was approved.

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1. **Inframark Contract Finalized, Executed, and Effective 6.1.21.**
2. **District Engineer Contract Finalized and Executed 6.1.21.**
3. **Enclave's Documents Executed and Sent to Developer 5.28.21.**
4. **Servello Tree Trimming Hold Addendum: Executed 6.4.21.**
5. **Chapco Fence Contract: Executed by Chapco Fence on 6.15.21.**
6. **KoPac- Sidewalk Contract: Executed 6.13.21; put on hold due to stormwater pond and grading issue at project location.**
7. **CDD Parcels on Tax Roll & Boundary Analysis: Ongoing with TC and PA.**
8. **Discussion on Dangerous Instrumentality Doctrine: CDD Vehicles**

Mr. LaNasa stated, We did a written report and most of these items you are all familiar with. The Enclave's documents were executed and sent to Mr. Jerman.

Supv Kramer asked, Is there any action you need on anything? I think the only item is the dangerous instrumentality document.

Mr. LaNasa stated, We did some research, put the case law in that there is a common law for strict vicarious liability, if we are going to have lending of the vehicles we can draft up some lease language where they will be responsible for damage of the vehicle plus including the District as an insured.

Ms. Montagna stated, That we want to put in there that they would have to be inspected first before we enter into that lease agreement.

Supv Kramer stated, What this is for the Board's edification is if somebody is using a vehicle that you own, and they go out and injure or kill somebody you as the owner are liable. We own the vehicles that Inframark employees are currently using so we need to form some sort arrangement either a lease or a sale, a turnover or whatever between the CDD and Inframark so that we are protected legally. You will work on that and bring it back to the Board ASAP.

Supv Berube stated, As long as we own it and insure it, is the most protection that we can provide for ourselves.

Supv Kramer stated, No.

Mr. LaNasa stated, We would have the lease agreement where ...

Supv Berube stated, Besides the lease agreement. Putting that aside we are going to have that, our best protection for our own protection, we should insure each vehicle on our policy as it is now. Yes?

Mr. LaNasa responded, Yes. Aside from lending them out.

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Supv Kramer stated, We will take care of the legalities and make sure the CD is protected. This does not involve boats; Florida Statute 327.32 specifically states that liability lies with the operator of the vessel not the owner of the vessel.

Ms. Montagna asked, Is this just for one truck?

Supv Kramer responded, This is for, we are going to refine that because I saw it a bit different than our legal counsel saw, we will look at that carefully to see if it is just the one truck because that is the licensed vehicle.

Ms. Montagna stated, It should not be for Mules or anything like that.

Supv Kramer stated, Not to my knowledge yet, they think it may include all of those.

Supv Kassel asked and then who is responsible for maintenance?

Supv Kramer responded they will have to be. They need to be responsible anyway because they have certain standards that they have to maintain their vehicles to.

Supv Kassel asked, Why would we not include the mules?

Supv Berube stated, You have five side-by-sides.

Ms. Montagna responded, Those are District equipment.

Supv Kramer stated, Again, the three of us will work on that.

Ms. Montagna stated, And Inframark's attorney.

Mr. LaNasa asked, Did you have anything else.

Supv Kramer responded, I wanted to make everybody aware that there have been two break-ins at the RV storage lot area. Mr. Mark Hill is saying they have no responsibility, we do need to work with law enforcement and the owners of those vehicles regardless of who is responsibility it is, CDD's or HROA. We need to work with them if we have any information, video or anything that might help in identifying the perpetrator.

Mr. LaNasa stated I am working with law enforcement.

Supv Kramer stated I would like to get the agreement we have with the HROA.

### **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)**

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Supv Kassel stated, I still have concerns with the District Ponds report and Wetlands Report. The issues are still not fixed.

Ms. Montagna stated, That is going to change, next month you will see a full report on that stuff. They are going to start including a daily report on those things to us that we are going to incorporate into a master report which I provided you today. That report is two weeks.

Supv Kramer stated, On the footbridges there are more boards that have been marked so we need to look at that and there is a safety rail. The Wetlands Report did indicate you are starting some invasive treatment in the eastern portion of the Lakes. We do not own any land east of the Lakes or east of Neighborhood O or any of that. Please do not send anybody on our authorization in there to treat. It is private property, although it is a Conservation Area, and designated as such, we do not have any ownership or an easement to be on that property.

Supv Kassel stated, Well if there is the CDD boundary.

Supv Kramer stated, It is the CDD boundary, but we do not own the land underneath the CDD boundary. Mr. Jerman has not deeded over any of that property outside of there or any of that. We do not own it.

Supv Berube stated, That has always been a problem. The water management permit and the CDD boundary are two different spots.

Supv Kramer stated, And that is what I have been working on and will work through Mr. Hamstra, we are going to get all of that done, but the water management district has not come back and said, because I was very clear in all the documents I submitted, that we will only be treating on CDD owned property and they seemed happy with that. Please do not go treat over there; I do not want us to put chemicals on somebody else's property and end up with the liability on that issue.

Mr. van der Snel stated, I have a proposal for you on hydrilla. We worked with Se-Pro. It has proven to be effective in Cherry Hill. Rory is very responsive and worked very well three years ago through that pond.

Supv Kramer stated, These were handed out and were not in your package.

Supv Berube stated, This is for hydrilla treatment. Some years back. . .

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Supv Kramer stated, Se-Pro is the one that did it some years back. I sorry we are out of time. Should this be treated? I am tending that we need to treat it right away so it does not escape into the other pond or anywhere else. Should it be done before you further evaluate that pond?

Mr. Hamstra responded, I would go ahead and do it before it gets crazy this summer.

Supv Berube stated, My question was instead of putting more chemicals in the pond, which sometimes works, sometimes not, we used to put carp in the ponds to eat the hydrilla and other greenery. It worked pretty well so why not just put some carp in the pond and let them eat the hydrilla.

Mr. Hamstra stated, It does work. I am not sure the depth is conducive to it as they get larger.

Supv Kassel asked, Did we have two proposals? CrossCreek Environmental and Rory Rodan - SePro.

Supv Berube stated, Se-Pro is what we used the last time and our guys did it.

Supv Kramer stated, Se-Pro is less than the \$2,500.00

Mr. van der Snel stated if you read the email, he does require a \$600.00 testing, so I am a little over \$2,500.00.

Supv Leet stated, we had good experience with Se-Pro in the past.

Mr. van der Snel stated yes.

On MOTION by Ms. Kassel seconded by Mr. Leet, with all in favor, the Se-Pro proposal was approved.

## **NINTH ORDER OF BUSINESS**

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

#### **A. Discussion of Approved Tentative FY 2022 Budget**

Supv Kramer stated I reviewed it and it looks like they got all the changes.

Mr. Koncar stated, We did all the action items you asked. You can make changes on the budget at the public hearing if you want.

#### **B. Facilities Usage Applications**

- i. Soccer Shots – Soccer Instruction for Ages 2 to 8 – Second Semester
- ii. Steve Berube – Birthday Party – Swim Club



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Mr. Koncar stated, The Facilities Usage Applications are for soccer instruction and a birthday party.

Supv Berube stated, On the soccer shots there has always been a price there. I did not notice the pricing on the application. It is typically \$5.00 per hour of use and needs to be part of the application approval.

On MOTION by Supv Leet seconded by Supv Kassel, with all in favor, the Facilities Usage Applications with the charge for Soccer Shots being \$5.00 per hour of use were approved.

Mr. Koncar stated, Ms. Montagna will take over as the District Manager at the July meeting. We also have Ms. Julie Yevich, she is working with Ms. Montagna as an Assistant District Manager.

#### **TENTH ORDER OF BUSINESS**

Hearing none,

#### **Supervisors' Requests**

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

There being no further business,

#### **Adjournment**

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

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Assistant Secretary/Secretary

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Teresa Kramer  
Chair