

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, September 29, 2016, at 6:00 p.m. at Harmony Golf Preserve Clubhouse, 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube	Chairman
Ray Walls	Vice Chairman
David Farnsworth	Assistant Secretary
Kerul Kassel	Assistant Secretary
Mark LeMenager	Assistant Secretary

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young Qualls, P.A.
Steve Boyd	Engineer: Boyd Civil Engineering
Peter Brill	Severn Trent Services
Bob Glantz	Starwood Land Ventures
Rick Mansfield	Davey Commercial Grounds
Gerhard van der Snel	Harmony District Staff
Residents and Members of the Public	

FIRST ORDER OF BUSINESS

Roll Call

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

Mr. Berube called the roll and stated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Tom Phelps stated I am the Deputy Superintendent for Human Services for the Osceola County School District and a resident of Harmony. I want to provide some information to the community in reference to the half-cent sales tax referendum that will be on the November 8 ballot. I distributed an information sheet that highlights some of the information so that you will have it as you are preparing to cast your vote on November 8. A half-cent sales tax has the potential to generate about \$25 million annually for the school district. The money that would potentially be raised would be used for capital improvements. Just like in your home, you have needs over time. If you have lived in it for 10, 20, or 30 years, you will need a new air conditioner or a new roof or other renovations. Schools are no different, and in fact, schools tend to need renovations a little more often than a home due to the wear and tear on them. The school

district typically builds a school for a 50-year life span, but it needs some refurbishment along the way. Things that this money would be used for include a new roof, HVAC systems, chillers, carpeting repairs, infrastructure for technology to keep up, wifi, and security. Years ago, we did not have to worry as much about security in our schools, but now it is on the forefront of everyone's mind. Some of our schools that were built years ago need more fencing, more cameras, and that type of thing in order to make sure the students are safe while they are at school. We are also looking at fire alarms, lighting, and other things that you would do at your own home as it ages. One thing that I think is important with this half-cent sales tax is that approximately 50% could be generated from visitors to our County as opposed to residents themselves. For the average home, we estimate it will be between \$25 and \$50 annually if you are an average spender. There is a cap on it, so if you are purchasing a vehicle, you will not be paying the half-cent sales tax on the full amount. It is capped at \$5,000 maximum. For a vehicle priced at \$20,000, you will be paying an extra \$25 for that due to the sales tax. The school board has always made an effort to try and utilize local vendors for all our projects. Typically with any project, especially a large project, we generate between 60% and 70% local vendor participation. These are smaller companies that can deal with a roof, an HVAC system, and that type of thing. There is a great potential for the money that is generated here to be returned to the economy in the form of contracted services through local vendors. I appreciate the Board allowing me the time to share this information so that you have it as you make your decision when you cast your vote.

Mr. Moyer asked does this sunset?

Mr. Phelps stated it has a 20-year lifespan.

Ms. Kassel asked is it Osceola County only or the State?

Mr. Phelps stated Osceola County. It is earmarked just for capital projects. On the back of what I distributed is a list of schools that have been prioritized, primarily by age of the school. The highest priority would be Michigan Avenue because it is the oldest school and is beyond the need for a renovation. Some of our older schools are in need of a total refit and redesign of the school due to the age. We have been kicking the can down the road for years because we have not had the funds to keep up with capital needs. These funds would allow us to put projects on a cycle so that we know what we need to do every so many years and will allow us to do more maintenance work. Right now, we

repair things as they need it, but they are in need of replacement. Our HVAC systems and chillers are perfect examples of that. I do not know how many calls I received the first day of school from parents who were concerned because their child did not have air conditioning.

A Resident asked is this a retail sales tax or something else? Sales tax is currently 7%.

Mr. Phelps stated that is correct, it would be an additional half cent, making it 7.5%.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the August 25, 2016, Meeting

Mr. Berube reviewed the minutes and requested any additions, corrections, notations, or deletions.

Ms. Kassel stated page 29 in the middle of the page, “Mr. Hoffstead” should be “Mr. Hostetler.”

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the minutes of the August 25, 2016, meeting, as amended.

FOURTH ORDER OF BUSINESS

Developer's Report

Mr. Glantz stated at the Lakes of Harmony, we are finishing the landscaping and doing interior design work now at our new recreation center. It will be open to the public on October 23 at our event. Look for emails and invitations regarding that. It will not be open to the public after that date, just for the open house. You must be 55 or over to be a member. We have three new home owners living in there, so three families have moved in. They are members of different associations and also of the club. We are working through that so it is as smooth of a transition as possible when they move in. They will have a gatehouse, a key fob, a clubhouse, a recreation center, and a variety of things in addition to being members of the CDD. We have had quite a bit of rain and have been working diligently to get small ruts and washouts cleaned up so we can turn over maintenance to the District. We are going to wait one more month before we do a walk-through. At that time, we will consider turning over maintenance to the District for those areas. We are still paying maintenance costs for the next month. The street lights are going in now. A lot of headless poles are out there if you drive around. That invoice will come to us and it should come in soon. Parcel O is called Waterside and is under development now. We will be complete with development sometime in the next 45 days.

We will have landscaping installed and a certificate of completion sometime in December. Several builders are interested in buying those lots from us. We are very pleased that the dewatering activity in the area in order to excavate the lake has been done very well. Once the lake was excavated and we turned off the pumps, the lake did not fill up quickly but it did fill up. It is looking much better right now. It is tough to have a community called Waterside if you do not have water in the lake, and it is now filled up again. For budgetary purposes, you can figure sometime in the first quarter 2017 to take over maintenance of those common areas, which will be two small pocket parks. They will be named, but we have not come up with names yet. The golf course is 99.9% complete with greens and bunker renovations. Once those greens and bunkers are renovated, we will take care of all the damage that occurs from crossing over sidewalks and other areas. We are fully aware of that and do not need to be reminded every day. We will take care of it. We will be opening the club for normal operations, including the restaurant, on October 1, which is this Saturday. We will have an event with free food and a golf event. I will be teeing off the first tee in the first group to open the course. Regarding the fence on U.S. Hwy 192, a good portion of the fence is situated on CDD property. It is the white fence that was installed years ago using recycled milk cartons. This particular fence has been cleaned, pressure washed, bleached, and so forth over the years. Much of it is black. With the approval of the Board, we want to take some remedial action on this fence. This Board has made it clear that it does not want to spend any money on this fence, but in some cases, it is an eyesore. A couple areas to the west of the west entrance are very black. That section of fence might be new but is in the dark, so it should clean up pretty quickly. Other areas, such as the north side of Gallagher which backs up to a wetland, are completely black. That area looks like a black fence with some white patches. We are considering just removing it in totality in that area. It is going to be gray if it is pressure washed. Since it is porous, it is going to mold relatively quickly, especially once it is tight up against the landscaping. Our intent is to selectively remove a few sections of fence where it backs up directly to wetlands to try to clean up those areas. Ms. Amber Sambuca will supervise a crew next week to paint certain sections of the fence to get it white. Once it is painted, then it can be pressure washed. We will not deal with the fence to the west of Harmony West. Harmony West will begin development in the first of the year, so a good section of that fence will be removed anyway. I read the

minutes of your last meeting, and I was contacted by Mr. Moyer regarding parcel F, Cherry Hill, asking the developer to meet with the builder. The builder, Richmond American, has just replaced their division president with a new president. I have not yet met Mr. Schumacher. I was in contact with their director of sales. I will be meeting with them in the coming days, and we will address the issue. I have nothing to report on that since over the past 30 days, they have been in the process of replacing their division president.

Mr. Berube stated you mentioned the fence, and I think the reason is because it does not look very good. It is not a nice reflection of Harmony. You are taking out some sections and painting others. I think the Board will put faith in you to ultimately have the end result of whatever you do to the fence to make it look good. That is the only reservation I have. Based on past history with what the developer has done, the end result sometimes goes through a couple configurations, but you ultimately get it right. I do not have any qualms with your modifications to the fence and painting it because I am pretty confident that the end result will be a pretty, shiny white fence, while other areas will be green space where fencing used to be. I think it will be a nice result along U.S. Hwy 192.

Mr. Glantz stated we drove that area, and Ms. Sambuca will be supervising the work. We know some areas will be wide open if we remove it and someone could potentially drive right in. This is not a gated community, but we would at least try to continue the fence and end it at a wetland or a bushy area and not leave a large gap. The look where you have fence and lake would remain. Where you have fence and dense woods, for example opposite the traffic light, that is a prime candidate for a change. The fence is on CDD property and is technically a CDD fence. We are going to go ahead and address it. We have a large stockpile of white pickets that we took off another job. We have a project in Horizons West called Summer Lake where we had a long section of this fence, so we brought it here. To the naked eye, they look the same, but they are a slightly different shape. They do not fit in the same holes. That would require removing the posts and putting in new posts. I think we will hold off for now, but the goal is to do some of this pressure washing and painting. I think something we should discuss in the future is the landscape maintenance at the front entrance, which I believe is maintained by the District. The fence in there probably should also be maintained by the District, but we are going to handle it this time. That is something for you to consider rather than

acknowledging it is black and asking when we are going to clean it. This should be something in the District's regular routine for maintenance.

Mr. Berube stated this is a work in progress. We will look at it and monitor it.

Ms. Kassel asked how many housing starts do you estimate have taken place this year, and how many do you anticipate for next year?

Mr. Glantz stated we anticipate this year around 120 to 130 housing starts. Next year will be approximately 200 housing starts. We are looking at approximately 100 housing starts in all the other neighborhoods other than the Lakes of Harmony, and we are looking at about 100 per year in the Lakes of Harmony. The Lakes of Harmony got a little bit of a late start. They had their grand opening June 1, just in time for off season. It is a little slower than we anticipated because they opened a little late. They will have just over 120 starts this calendar year. In subsequent years, we will be looking at approximately 200 homes.

Ms. Kassel asked are those 200 in the Harmony CDD or in Harmony West CDD?

Mr. Glantz stated we have a total of 410 home sites in the Lakes of Harmony. We have approximately 45 homes to start in Cherry Hill and 67 homes to start in Waterside. They have about 14 more homes to start and they have two under construction in Hawthorne. Next week as soon as our engineer gives us a new base sheet, we are going to be working on starting parcel M, which is going to take on a slightly new life. Currently, parcel M is in the one area in the town center that is not TC designation. TC designation requires attached housing. With the new PD amendment and moving the urban service line, the TC line is moving over slightly so it will be a bit larger area where we can have detached homes. We will be working on a site plan for that, and it will be a new section of housing basically where the big dirt pile is right now.

Ms. Kassel asked what will happen to the garden?

Mr. Glantz stated the garden is not changing. The garden area is squeezed between wetlands and wetland setbacks.

Ms. Kassel stated and the golf maintenance facility.

Mr. Glantz stated there is another wetland that sticks out on a point. Frankly, it could be that the Davey area is slightly into the setback. All those twists and turns do not allow for that area to be developed for a road and lots. There is room to expand the RV and parking area farther beyond. It does get quite a bit narrow, but it has room. It is filling up.

It is not a CDD facility but an HOA facility that we can discuss at another time. Parcel M is our next section. We have approximately two years' worth of housing starts other than attached housing in Harmony CDD.

Ms. Kassel stated you have more than that because of the Lakes.

Mr. Glantz stated yes.

Ms. Kassel stated there is also A-2.

Mr. Glantz stated but A-2 is attached homes and is part of the TC area. Harmony West is going to be starting and we will break ground as soon as we have some offsite permits in hand. Those permits are to extend the sewer and water from the Toho Water Authority plant that they are expanding now. We have to extend those lines to the west. We are very close to having those permits in hand for the first development phase of Harmony West. All that is happening on the permitting side right now. We are going out to bid in the next few weeks, and we are looking to break ground at the first of the year. We are looking to start selling houses there in earnest in 2018. We are forming a brand new CDD that will encompass about 500 homes in Harmony West. We disbanded the 12-year-old Harmony West CDD, primarily so that the developer could be on the Board for as long as possible rather than having a resident Board in place. I do not mean any offense, but it is easier for us. With 500 units, we will be able to expand it to take on an additional 1,000 units in Harmony West, or we can set up a new District. That is all in the future.

Ms. Kassel asked will Harmony West have any retail?

Mr. Glantz stated Harmony West has a parcel that is approximately 30 acres, and that parcel is designated to have commercial and apartments. We have an approved PSP from Harmony West, which is public record. If you would like a copy, Ms. Sambuca can provide it to you.

FIFTH ORDER OF BUSINESS

Subcontractor Reports

A. Landscaping: Davey Tree

i. Contract Renewal and Contract for Mulching and Annuals

Mr. Berube stated we have been discussing several different contracts, and the question came up as to pricing. I went back through the minutes, and I have a question for Mr. Mansfield. The renewal that we are contemplating is at the same price that we have currently.

Mr. Mansfield stated that is correct.

Mr. Berube stated the original discussion was for the base contract. If we are going to move forward with flat pricing with the new grounds maintenance price, then mulching and annuals will also move forward at their current prices.

Mr. Mansfield stated yes.

Mr. Berube stated the extensions that are possible after the first year continue at the same price for the possibility of two additional years.

Mr. Mansfield stated I talked with Mr. Qualls, and we decided that is what we are going to do.

Ms. Kassel stated I thought it increased 2%.

Mr. Berube stated we have gone back and forth on the 2%.

Ms. Kassel stated in the draft contracts we received, they showed a 2% increase.

Mr. Qualls stated I heard Mr. Mansfield say that he is willing to take that out.

Mr. Berube stated somehow Mr. Qualls picked up the 2%, but that was included in the previous contract. It is all documented in the minutes and the comment was made that why would we not want to move forward because we have a flat price. The 2% was put in but it should not have been. That is step one. We know what our price is going to be moving forward and for an additional two years if we exercise those options, which is this year's price. Step two might be housekeeping for Mr. Moyer, but our budget is way off. The numbers that were put in the budget were off where we should be. Maybe there is a reason, and maybe not. The pricing sheet that Mr. Qualls used to put all this together says that we should be paying \$409,917.60 this year. Somehow we budgeted \$429,893. So far this year, we have spent \$409,376 with two months left to go at \$35,000 per month. We will exceed the \$429,893 budget number. The budget is \$20,000 more from what the pricing sheet says we should be. What am I missing? That does not take into account neighborhoods F and H-2 which should be billed at \$24,336. They have not been billed which is a problem with Davey because the bills have not been received. F and H-2 began January 1, 2016, and we have only been billed twice. Something is way off, in the amount of about \$60,000 at this point.

Mr. Qualls asked could that be for the addenda that were signed adding new neighborhoods?

Ms. Kassel stated that is what I was thinking, or the extra work they are doing.

Mr. Berube stated no, when we prepared this budget, we did not have the numbers yet for the new neighborhoods. We received the numbers in October but did not put it into effect until January. Our first bill for F and H-2 was January 1, 2016.

Ms. Kassel stated the total expense item might include things like the Blazing Star park refurbishment and other things.

Mr. Berube stated I am only going by the contract lines: trees and trimming, shrub care, groundcover, and turf care. Those get billed every month at \$35,781, and it is broken out.

Ms. Kassel asked is it possible that we received some bills in fiscal year 2016 that were actually incurred in fiscal year 2015?

Mr. Berube stated that could be.

Mr. LeMenager stated I am sure Mr. Brill will say the answer is no.

Mr. Brill stated that might be possible but I cannot say if that happened.

Mr. LeMenager but you do accrual accounting.

Mr. Brill stated yes. If we are expecting an invoice, then we do an accrual to apply it to fiscal year 2015.

Mr. Berube stated I get it, and I thought about that, but that is not the issue. The problem is, we have a pricing sheet from Davey that counsel used to come up with the contract price, which says this year will total \$409,917.60 for the last year of the contract ending September 30, 2016. Somehow we budgeted \$429,893, and we will exceed that amount. I went through the minutes back one year and I cannot figure out how we got there.

Mr. LeMenager stated we did a number of special projects.

Mr. Berube stated those amounts are not part of the base contract.

Ms. Kassel stated they are not paid from those four line items.

Mr. Berube stated we have exceeded miscellaneous services.

Mr. LeMenager stated we also assume that the accountant got it right in terms of the allocation process.

Mr. Berube stated on groundcover, we are already \$16,000 over budget.

Ms. Kassel stated we paid for some groundcover replacements, and it may appear in this line item.

Mr. Berube stated it should not be in the contract line item.

Mr. Walls stated you are probably right. Now that we know what the issue is, let them go back and find it.

Mr. Berube stated that was my point. We are probably going to approve a contract tonight, and many numbers have been thrown around. The contracts are not filled in with numbers yet. We will approve the contract based on Mr. Moyer doing the homework and getting us to the price where we need to be. Right now, we will be over budget by \$60,000 from where we should be with Davey's contracted services. That should not happen. Something is wrong.

Ms. Kassel stated we will let the manager figure it out, since we cannot expect an answer at this moment.

Mr. Berube stated that is correct. I could not figure it out.

Ms. Kassel stated they will have to review all the bills that were paid and where they were applied.

Mr. Moyer stated when you look at the budget for fiscal year 2016, I have \$429,893.

Mr. Berube stated that is exactly what I said.

Ms. Kassel stated we have spent \$409,000 already, and we are due to spend another \$70,000.

Mr. Berube stated if you look at the year-to-date actuals, we have spent \$409,000. We have two more months coming in at \$35,000 each. We also have bills coming in for F and H-2, which are separate.

Mr. Brill stated you are mentioning two months, but the financials are through August 31. You should have only one month to accrue.

Mr. Berube stated if it is just one month, then we are at \$444,000, which is \$15,000 over budget.

Ms. Kassel stated some of that may be groundcover.

Mr. Berube stated the numbers may all be right, but we need to verify them. How do we get from the contract pricing of \$409,917 to another number?

Mr. Brill stated we will look into this and have it for you by the next meeting or perhaps before.

Mr. Berube stated if everything is right, that is fine. If a mistake was made somewhere, we need to figure that out, too. If we are going to approve some contracts based on current numbers, I am not sure the current numbers are right. We really do not

know what the current numbers are. We know that we pay Davey \$400,000, but we need to know exactly what it is for.

Ms. Kassel stated the contract price is the contract price. We need to make sure we are not paying more than the contract price. I do not think we have to worry about the contract price in terms of renewal. All we need to make sure of is that the money we actually spent is aligned with the contract.

Mr. Berube stated where it becomes a concern is that we have split from one master contract into one base contract and two add-ons. Counsel used the pricing sheet that I am looking at which was provided with our current contract.

Mr. Qualls stated if you are contemplating approving the contract, I suggest you make the motion subject to the accountant researching the contract amount to make sure we have the right numbers.

Mr. Berube stated yes. The contracts are blank right now. We need to break all of this out and make it work for grounds, mulch, and annuals. The pricing sheet has eight different items, which do not necessarily break out cleanly into mulching, annuals, and grounds maintenance.

Mr. Qualls stated I am an attorney, and I work with Microsoft Word, not spreadsheets. I would like for that information to be double checked.

Mr. Berube stated we need to make sure that everything that was in the master contract ends up in these new contracts because we have eight of them.

Mr. Qualls stated yes.

Mr. Brill stated I was going to try and find an answer for you now, but the internet is down.

Mr. Berube stated we know we have a flat price, whatever that number is today. Everything that is in the previous master agreement will end up in the next group of agreements. The pricing as it breaks out into the three new agreements is correct moving forward. The contracts for annuals and mulching are not correct since they include the 2% increase.

Mr. Qualls stated we will get that taken out, and we will get it executed. It will be effective October 1, 2016, once we confirm the amounts.

Mr. Berube stated they will be cleaned up for minor errors and to remove the 2% increase. I think we already approved the body of the base contract, which is good to go.

We need to make sure that everything on the pricing list has made it to the three new contracts, and we need to know the final dollar amount is correct as it carries forward. Once we have verified all that, then I believe the Board needs to grant me the authority to execute the contracts.

Mr. LeMenager stated that sounds good.

Ms. Kassel asked do we need to give approval pending the appropriate vetting of the numbers?

Mr. Berube stated yes.

Ms. Kassel made a MOTION to approve the contracts for annuals and mulch with Davey Commercial Grounds, subject to legal counsel and the manager vetting the dollar amounts.

Mr. LeMenager seconded the motion.

Mr. Qualls stated just for clarification, you are talking about vetting the numbers for the annuals and the mulch.

Ms. Kassel stated yes.

Mr. Qualls stated the amounts for the piggybacking contract are correct.

Ms. Kassel stated yes, just those two contracts.

Mr. Berube stated I do not know that the piggybacking contract had the number included. I think it was blank.

Mr. Qualls stated we took the Ave Maria Stewardship Community District agreement's number and reduced it according to the slightly smaller scope for Harmony, which was approved by this Board. We also advertised it.

Mr. Berube stated it cannot work that way. All three contracts have to equal the current price we are paying this year. It cannot be a reduction from Ave Maria. It has to reflect what we are paying now plus the annuals and mulch.

Mr. Mansfield stated the terms of the Ave Maria contract are the same. The pricing structure was based on the last contract. The contract price has to be verified plus the new additions of F and H-2, and then we have contracts for annuals and mulch. Those should equal what it was this year.

Mr. Berube stated that is where I am going.

Mr. Qualls asked who is the best one to communicate with me about that?

Mr. LeMenager stated the District manager.

Mr. Qualls stated I will talk with Mr. Moyer tomorrow.

Mr. Berube stated we need to be sure that the numbers we are using among the three contracts match what we are paying this year in total.

On VOICE VOTE, with all in favor, unanimous approval was given to approve the contracts for annuals and mulch with Davey Commercial Grounds, subject to legal counsel and the manager vetting the dollar amounts.

Mr. Qualls stated the contract for general grounds maintenance was approved last month. We have not received notification of any sort of protest.

Mr. Moyer stated no one has filed a bid protest. The time has run on that, and the appeal period is over.

ii. Davey Performance

Mr. Berube stated we are at an unprecedented time, in that, for the last six months, we have seen a decline in service. I read the last year's worth of minutes trying to figure out a lot of this. The last four or five months have included much commentary about the quality of service. Mr. Mansfield has acknowledged that, and he has said they are going to change people and work harder at getting it fixed. Davey has made a lot of personnel changes. They may or may not still be ongoing, but the quality of service has not really come up anywhere near the level where we expect it to be. The Board members received Mr. van der Snel's letter of September 20, which details many of the problems that he is seeing. Mr. van der Snel and I have spent a lot of time driving around and looking at things as well as many text messages back and forth with Mr. van der Snel, Davey personnel, and me. It is at the point where it is untenable at this level. I think everyone saw an email earlier today from Mr. van der Snel with a punchlist as a result of him driving around with Mr. Mansfield today, which has 35 or 36 items that will take until December to be resolved. The turf has widespread areas of fungus. Trees have not been trimmed. I have not seen anyone trimming trees on the main streets in months. If you drive out on East Five Oaks, some of the tree limbs are nearly touching the ground. Many trees along the main streets are so low that they drag on people's cars. It is widespread. I am very concerned about moving forward in signing a contract when things are at this level. Mr. LeMenager has dismissed me over the last several months every time I try to bring this up, but it is at a boiling point now. It is hard for me to say everything is wonderful and we should sign this contract because I am hearing from Mr. van der Snel

that the place is a mess. Mr. Mansfield has said we are not really getting there. I saw more effort today than I have seen in the last couple weeks. We are up against a deadline, and I knew we were going to be with the October 1 contract start date. It is really problematic. If you take a look around, it is not hard to miss anything.

Mr. Farnsworth asked what options do we have?

Mr. LeMenager stated none. My point last month is that this is all well and good, but in two days, we do not have a contract for the most important thing we do. The point I made when I was attending the meeting by phone was that we have a long enough history with Davey that when we have problems, we work them out. They have had a change of personnel, but they are still Davey Tree. They still have hundreds of years of experience. I basically told Mr. van der Snel this was good work when he sent me the punchlist. I think this is a great example of what I was talking about at the June meeting: we have a partner in Davey Tree who is responsive, and they will work with us and get it done. It is nowhere near the same situation we had with our previous contractor where we were basically his only client. He did not have enough resources to get things done. We all know that Davey does have the resources. I am comfortable with them. Does the place look as sharp as it should? No, I am not in disagreement with you at all, but I think Davey is the right company to get it back where it needs to be.

Mr. Berube stated I am not arguing that they have the capability. My concern is, we have had various punchlists. Mr. van der Snel has daily texts back and forth. Sometimes the response is pretty good, and most of the time it is because they forgot and will get to it the next day. Some areas have not been caught. What has really changed is the upper level personnel at Davey, and it is a struggle. I will say bluntly that we have not been getting what we have been paying for. We have not discounted one bill yet. That is not right for the people here who pay the bills. We are not getting the service we are paying for. There are tangibles and intangibles when you deal with landscape companies. They either cut the grass, or they do not. When they do not, the intangible is that the grass is tall and looks bad or the flowers are dead or the bushes are overgrown or the sidewalks are not blown clear. We have been paying for premium service for four years. Earlier this year, that premium service became decidedly unpremium. I am sure at some point, Davey will get it squared away, or at least I hope so. I have not seen a solid effort. As Mr. van der Snel says in several places in his punchlist, the Davey onsite manager does not take

ownership of the end product. The CDD field operations manager is much too involved in Davey's daily operations, mainly evaluating daily work load because he has to. He finds something every single day that is so obvious that it is ridiculous. We have been paying \$35,700 each month but not getting the full value for the service. I would be remiss if I said that it was fine and let it continue. We have not been getting what we have been paying for.

Mr. LeMenager asked what is your alternative?

Mr. Berube stated I am suggesting we deduct 25% of the Davey invoice this month as a result of these misgivings on Davey's part. If it does not get better next month, then I think we do it again. Their incentive is to not do the work. They have a contract with the same 60-day termination provision that we have. The reality is that we know we cannot get out in 60 days.

Mr. LeMenager asked what does the contract say with respect to payment and services not rendered?

Mr. Moyer stated the contract contains a provision that gives the manager the right to do that.

Mr. LeMenager stated okay.

Mr. Berube stated I have already discussed this with our legal counsel. We have had this discussion. I learned that you deal with all the personnel before mentioning something like this. It is a big deal. It is unprecedented for us to deduct from bills. The reality is, we are not getting the service we need.

Mr. Walls stated Mr. Mansfield has heard what has been said. I presume he has seen Mr. van der Snel's email.

Mr. Mansfield stated I have not seen the email, but he has told me about it.

Mr. Walls stated you have heard his issues. Do you agree? What is the solution? What do we do going forward?

Mr. Mansfield stated I agree to the point that we have really tried to bring up the quality of the details. The details need to be addressed even more than we have. It is not a matter that Davey has not tried to handle the issues. As I mentioned to Mr. van der Snel today, we more than doubled our staff from what we have had. The branch has given them every opportunity to do what they need to do. I agree that our onsite staff has not utilized that effectively. Instead of giving things from now on, I am going to cut staff and

do the opposite. I will have very strict guidelines of what they are going to be doing every minute of every day. For anything that has to do with trees and things of that nature, I will be bringing in Davey personnel from other places to do that work, so I will have a single focus for each of the five or six people who are here on mowing and detailing only. When you talk about deducting from our invoice, I can tell you that I have spent more than that 25% trying to get it to where it is. Last Friday in front of the property, I brought out 14 additional people to work in the park, and they trimmed trees and did whatever else was necessary to make it right. It is not that we have not been trying. We had a problem. I do not think it is really time yet to start deducting from the invoices considering we are not holding back any effort. I agree that we did not achieve the desired result in some areas, but the effort in making the commitment and trying to be a good partner has not waived one bit. I have taken some really strong efforts, even to the point where I consulted our safety department and asked for them to come in this week. I brought in our national safety people and our national DOT people, and I made a point to the staff that they are now getting fines from DOT personally. I shut down every piece of equipment. You will see they are behind a couple days on mowing because it is time to hold them accountable. They represent us, and I will not accept it, so I shut down all the equipment, and they have to repair it. They will do what they are supposed to do. I can tell you that other properties we maintain have had this situation before, and last night, I walked out of a Board meeting to a standing ovation that we got everything done that we needed to have done after we turned it around. I know it can be done, and we are doing that. We are totally committed. The other thing I need to do internally that I am working on is to actively find an account manager to help me. If I continue to manage this property, I will have someone else at the other ones so that I am not being spread too thin as far as my time so that I can spend the time that is necessary here.

Mr. Walls asked what is the time needed to cure? What are we looking at for 100%?

Mr. Mansfield stated a couple weeks to get everything you are talking about on the basics of getting mowing, cutting, and everything done. It is not that we are not doing things quickly, but it is not the appropriate time to do it. Mr. van der Snel and I talked about putting sod down when the sprinklers are turned off. That is why some items show up on the list and why the list looks so long. Those types of items would not be done until

that point in time. I think Mr. van der Snel would agree with me that we would not want to do it yet.

Mr. van der Snel stated yes, such as sod replacement. You want to do that later in the fall, as well as the salvias on East Five Oaks. They are on the list. My request to Davey is that I need a structural workload every day: flowers, details, and so forth. It needs to have continuity of quality. That is all I want. Right now, I am way too far into Davey, and that is not what the District pays me for. It is also not fair. I will take a step back after tomorrow and let Davey do their thing. I will assess it later. I told Mr. Mansfield that I am not against him; I am with him. Our goal is to make Harmony look pretty, and prettier than it already is. I believe in that; however, the structure is not there at all and the continuity is not there, either.

Mr. Berube stated it is not easy to sit here and have these kinds of conversations. We terminated a previous landscaping company because we had this kind of conversation every single month. It is not fun, and I am not against you, either. As Mr. LeMenager said, Davey has been a partner here for a long time. It is probably not Mr. Mansfield's fault, but Davey has had a wholesale change. That change keeps rolling. I do not know the grounds personnel, but I am sure you have made some changes. From our viewpoint, we get a bill every month. I live here and see what goes on. What I hear from Mr. van der Snel is that it has been going downhill. I have been getting texts back and forth, and I have taken a step back from the texts because I really wanted to watch. Mr. van der Snel sends enough texts and gets aggravated enough that I do not need to join that fray. It is astounding to hear that something was forgotten and it will be taken care of tomorrow. We had to talk for over a month to get the compound cleaned up. Mr. Glantz does not like things that are messy, and he kept hearing about it. I finally heard about it from Mr. Glantz to the point that it needed to be straightened up or you are going to be thrown out. That is when we heard that it will be done tomorrow when the bobcat is here. It should not take that many nudges to get things done. I would like to say I have a high level of confidence in you. I did the first couple months and watched things roll, but it has been a repeat of a repeat. What I heard today is that you shut down the equipment until they get it safety compliant. I know what that does, which is to push the schedule farther back. I am sure I read in a text yesterday from Mr. DaQuan Bennett that we had a glitch with the mowing but will be working until Saturday evening to get it all caught up. I know what

that means to a group of guys who are in the street working in 90-degree heat every day to be told they have to work Saturday until the work is caught up. To you, it is important. To them, their Saturday off is now gone, so they have a bad attitude. Like it or not, that is reality. I appreciate that they are going to work Saturday to get it all done.

Mr. Mansfield stated that is not the case. The issue is, this is their penalty for doing what they have been doing in taking advantage of the situation. We will have suspensions, too. After this is over, they will all be suspended for various times. I have a crew ready to come in if I have to get rid of all of them in one minute.

Mr. Walls asked during the period when we had these issues, have we had any plant loss, turf loss, shrub loss, or other? Is it possible that has happened, in addition to what we are paying?

Ms. Kassel stated yes.

Mr. Walls asked what is the extent of that?

Mr. Berube stated the biggest one is going to be sod. If you look around, you will see a lot of areas of sod that are browning. You can discuss over and over what is causing that. I think it is a pretty good extension of fungus for whatever reason. Summer is a good time for fungus with the wet weather. The fungus turns the sod brown and it gets skimpy. I think part of that is worse when they mow the same track all the time, and they run the mower right through the fungus. You can see the tires going in through the fungus area and out onto to good sod, so they spread that fungus from place to place. I am not an expert, but I have been involved in the landscaping business long enough to know. Other areas have chinch bugs. The ultimate end result of how much sod loss we will have is probably pretty substantial. When you look around, it is probably several thousand square feet.

Ms. Kassel stated we have probably \$20,000+ worth of trees that are not going to make it. We noticed something was wrong with the trees.

Mr. Berube stated another example is down the road on East Five Oaks on the golf course. The developer brought up that the big magnolia went brown and was gone. Several texts went back and forth about taking care of it. The concern was, Mr. Mansfield thought it was a transferred or donated tree, but it was not. It was an original tree, so it took a month or more to finally get that removed and a replacement installed. We went from a 20-foot high, 12-foot bow magnolia to what is there now, which is about a three-

gallon small magnolia that is five feet tall with a one-foot bow. I told them several times to take it out. It did not matter to me who was paying for it, but it looks ridiculous being so small next to a nice, big magnolia. That tree has not been removed yet. After two or three texts from me to that group, the tree is still there.

Mr. LeMenager stated with all due respect, Mr. Berube does not have that authority. Once again, this is a policy-making body. Not one single person on the Board can give orders to any of our contractors. The only one who can give them orders is Mr. Moyer. I am sure Mr. Qualls would agree with me that no Board member has the authority to direct a contractor. Do I love Florida legislature and the situation they have given us? No, not at all, but those are the rules, and we have to play by the rules. Mr. Berube is not the manager of the CDD; Mr. Moyer is the manager. You have to play the cards you are dealt, and the cards we have been dealt is that this is a policy-making body. If we do not like the way things are going, then we put it to Mr. Moyer to address.

Mr. Berube stated in this case, I believe Mr. Moyer has delegated much of that authority to Mr. van der Snel, who wanted the tree replaced.

Mr. LeMenager stated that is fine, but that is not what you said.

Mr. Berube stated this is the background. The tree did not get replaced, and it took a month or more. Finally he got it done, and the end result was to put in a tiny tree. Mr. van der Snel and I were walking the property, and he asked me what I thought about it.

Mr. Walls stated we have had plant loss. Would Mr. Mansfield agree?

Mr. Mansfield stated yes, there has been some plant loss, but it will also be replaced.

Mr. Walls asked Davey is going to take care of that?

Mr. Mansfield stated yes, which is why I do not think it is fair to withhold dollars from our invoice because we have to pay for whatever we did wrong.

Ms. Kassel asked including the trees?

Mr. Mansfield stated not the trees. We did not do anything wrong with the trees. I shared with you from the beginning what was going on with the trees.

Ms. Kassel stated I was the one who brought it to your attention when they were looking poorly. You are the Davey Tree Expert Company.

Mr. Berube stated we should not have any tree deaths.

Mr. Mansfield stated you will always have tree death. I will send a letter to the Board with the results of my walk-through last Friday, including pictures. You will lose every

tree you have in this development. Oak trees are being planted within six inches to one foot from the curb lines. Root systems are hitting there and wrapping around the rest of the tree. Girdling roots are destroying your trees. I will show that to you. I am bringing in our tree staff to do a total assessment for you. That assessment will be free, but you have a lot of issues that you will be dealing with over the next few years.

Mr. Farnsworth asked is that common of all developments of this type, such as Celebration and other places?

Mr. Mansfield stated it is common when the developer uses the wrong trees in the wrong locations. You cannot put them close to your boulevards.

Mr. Farnsworth asked did the developer use the same type of tree as other large developments, like Celebration?

Mr. Moyer stated yes, pretty much. That is the traditional neighborhood design (TND) approach.

Mr. Mansfield stated everyone has the same issue.

Ms. Kassel stated the trees that have shown problems are not trees that are within a foot of the curb.

Mr. Mansfield stated after 15 or 20 years, they will be within a foot of the sidewalk. Those roots are already under there.

Ms. Kassel stated the sidewalk is only three or four inches thick. The roots will go underneath it.

Mr. Mansfield stated they do not always go underneath. You have girdling roots everywhere. I will show you what happens. Over time, the roots always redirect.

Mr. Berube stated we have 1,000 trees on the main roads and 1,000 on the interior streets. We are not going to move all the trees two feet away from the curbs.

Mr. Mansfield stated I am not asking for that.

Mr. Berube stated the tree problems have largely been centered in Town Square, and most of those trees are not near streets.

Ms. Kassel stated they are not even close to a sidewalk.

Mr. Berube stated I know.

Mr. Moyer stated let me clarify. These traditional neighborhood design elements, I agree, use the wrong trees in the wrong locations. The question was asked about Celebration, and Celebration has a variety of problems with trees but not tree loss. We

have uprooted so many sidewalks that it is unbelievable. People call to complain about tree roots interfering with their sewer cleanouts. It is a big problem, but I am not aware that Celebration has massive tree loss.

Mr. Mansfield stated it is not massive, but you have some tree loss.

Mr. Berube stated we have not had massive loss, either. I do not think we have lost any street trees. The main tree problems have been in Town Square. For whatever reason, the magnolia by the golf course just died, and I do not know why.

Mr. LeMenager stated that is not Davey's fault.

Mr. Berube stated I did not say it was, but all of a sudden, we have a dead tree. We noticed it, but Davey has not said anything to my point.

Mr. Walls stated sometimes things happen. What I am getting at is, if they neglected to take care of their business and we lost a certain amount of plant life and turf and shrubs, then they need to replace them.

Mr. Mansfield stated yes.

Mr. Walls stated I think that is fair to both of us. I think what several members of the Board are looking for is for Davey to be more proactive in terms of seeing these problems and having your crews look for these types of problems with trees, shrubs, and anything else you are responsible for. Let Mr. van der Snel know.

Mr. Mansfield stated that is what we are doing.

Mr. Walls stated put some kind of structure in place to do that. If we can put that together, then I think we can continue to move forward and have a good relationship. In terms of the holdback from this month's invoice, Mr. Mansfield said he would take care of the plant life.

Mr. Mansfield stated yes.

Mr. Walls stated we are paying Davey for a service. Mr. Mansfield said that the service was not performed to par and maybe not to the terms of the contract. What do you think is an equitable solution?

Mr. Mansfield stated I think it is to do what we are doing in bringing crews in and to send me an official letter saying that the service is not where it needs to be, and we have 30 days to get it cured. I think that is very professional. I have respect for all of you because I know you put in a lot of time and energy, and each group in Harmony takes a lot of personal pride. Sometimes that gets a little overwhelming. At times, messages that

are being sent are being done in the wrong way. Some messages are being received in a very unprofessional manner. There have been times recently when I have not answered those messages to be telling me tick tock time is running out, one after another. That is totally unprofessional.

Mr. Farnsworth stated I tend to agree that notification needs to be more than you did not perform so we are going to penalize you. We should at least give a warning before we do that. I would not favor penalizing them this month. We can give them a warning and then penalize them next month if necessary.

Ms. Kassel asked can we ask the manager to write them a letter?

Mr. Moyer stated yes.

Mr. LeMenager stated no, we have not given them a warning. This discussion does not constitute a warning. We need to send a formal letter from the manager.

Ms. Kassel stated he has agreed to write one.

Mr. Walls stated speaking for myself, I am willing to consider the work they have done. They have done excellent work in the past. Hopefully, we can get back up to where we were before. I think it is a good idea to send that letter and formally put Davey on notice. We both understand they have some issues, and if they do not take care of those issues, then we will have to take care of our residents.

Mr. Mansfield stated I think that is professional, and I would appreciate that effort.

Mr. van der Snel asked will that letter be connected with the punchlist?

Mr. Farnsworth stated I do not know if it matters if the letter is connected with the punchlist.

Ms. Kassel asked why should it not be included?

Mr. van der Snel stated this lists problems that I consider to be ground zero where they need to start. The new contract will begin in two days, and this list is 99% what I see, and we can add the median on U.S. Hwy 192.

Mr. Farnsworth stated I said the punchlist did not have to be part of the letter. If there is an advantage for everyone knowing what we are talking about by attaching the list, that is fine.

Mr. van der Snel stated I think after this list is accomplished, we should be up to par, in my opinion.

Mr. Walls asked does the list include the dead plant material?

Ms. Kassel stated no, and it does not include the things that were removed that have not been replaced or that were installed by Davey as refurbishments that did not live.

Mr. Walls stated I suggest we have a formal list that includes all of these things and send it with the letter to say these things need to be corrected. In addition, the expectation is that they will do the work pursuant to the contract as well as the things on the list to an acceptable level. It may not be that you can do it all next month, but we allow a reasonable timeframe to do that.

Mr. van der Snel stated I will send a couple additions for this list to Mr. Moyer. I want to work together with Davey; however, I am doing way too much right now as the field operations manager for the CDD.

Mr. Walls stated that should be part of the list.

Mr. van der Snel stated I should be at the end of the line so when someone asks how Davey is doing, I can respond appropriately. If I cannot respond, that is not what you expect from me. Today I will complete the punchlist. We will evaluate it next month and every month at the Board meeting.

Mr. Mansfield stated we need to meet more often than that. Mr. van der Snel agreed to meet weekly and drive the property.

Mr. van der Snel stated that will happen every week with either Mr. Mansfield or the new account manager, and I will produce a list like this. Then at least we will have a structure on where we are. That is my plan.

iii. Monthly Highlight Report

The monthly landscape maintenance report is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Engineer

i. Updated Reserve Allocation Worksheet

Mr. Boyd stated I took the reserve allocation worksheet that we have been working with. Ms. Kassel identified some items that were missing, and I was able to add some of those items, including pavers at the traffic circles. We had two circles missing. We added some equipment at Lakeshore Park and Long Park along Cat Brier. We added some pool structures for the two pools. You mentioned the sculptures in some of the park areas. I did not include those because those are so unique and special, and they were a donation. I

need direction if the Board wants to budget to replace those in the future or not. I left those out for now.

Mr. LeMenager stated I hope they were not made out of Styrofoam like some of the other things were originally. I hope they will last for a while.

Mr. Berube asked how do you replace them?

Mr. LeMenager stated you do not replace them.

Mr. van der Snel stated the red, steel structure in Town Square really needs refurbishment, and it will be about \$2,000. The bolts are rusted, and it needs to be sandblasted and painted.

Mr. Farnsworth asked do you have equipment for that?

Mr. van der Snel stated no.

Mr. LeMenager stated the artists are still around. I remember when a couple were moved, the artists came and supervised what they were doing. To the extent that you want to do something to the pieces of art, the artist is the place to start. I think he is local and still around.

Mr. Farnsworth asked why would we need to do that just to clean it up?

Mr. LeMenager stated maybe he can tell us the best way to do it.

Mr. Qualls stated it is not this District's job to maintain art sculptures. I think that is clear.

Ms. Kassel asked why is that? They are part of our facilities.

Mr. Qualls stated I would say they actually are not part of the District's horizontal infrastructure.

Mr. Farnsworth asked then whose are they?

Mr. Qualls stated I do not know.

Mr. Berube stated it is a gray area.

Mr. Walls stated they are in our parks.

Mr. Boyd stated they were donated by the developer.

Mr. Farnsworth stated they were donated. The developer did not retain ownership.

Ms. Kassel stated so we own them.

Mr. Farnsworth asked what is gray about it? I do not understand.

Ms. Kassel stated I do not understand, either.

Mr. Berube stated we did not buy them.

Ms. Kassel stated that does not matter.

Mr. Qualls stated I do not know that the District has any authority to maintain any art sculptures under law.

Mr. Farnsworth stated I did not mean that. If they are ours, it is true that we do not have to maintain them. The other option if we do not maintain them is to get rid of them. I do not propose doing that. If you have authority over them, then your authority extends to the ability to dispose of them.

Mr. Berube stated I think what Mr. Qualls said is that we do not have to maintain them, but if we choose to, then we could.

Mr. Qualls stated no, I am actually saying that I do not think the District has the authority. The District has the authority to maintain horizontal infrastructure, parks, and recreation.

Ms. Kassel stated they are part of parks and recreation.

Mr. Qualls stated I was not aware of that.

Mr. Berube stated we have a couple of these that are rusty on purpose. We do not have to do anything today. The sculptures are not included on the worksheet, and that is fine. Any work we do to them in the future to maintain them will come from the general fund.

Ms. Kassel stated the question was, once these structures are no longer reparable, are we considering replacing them and therefore should we set money aside for that purpose.

Mr. LeMenager and Mr. Berube stated no.

Ms. Kassel stated I say yes.

Mr. Farnsworth stated I am not sure that I have an opinion. If you went to replace them, would you try to replace them with exactly what is there?

Ms. Kassel stated no.

Mr. Walls stated it sounds like we need a Friends of Harmony non-profit or something to buy it. We can allow them to put it on our property, and they can take care of it, but it is not up to us.

Mr. Qualls stated yes.

Mr. Berube stated we are not at that point yet. Even if we were to replace them, it will not be \$100,000. We would maintain them from the general fund, and we would probably

know years in advance of the need for replacement so that we can budget for it then. We do not need to put it in this spreadsheet now.

Ms. Kassel stated the only point of this exercise and this document is so that we can make sure we have sufficient monies in reserve to replace these items when needed. I know we do some from the general fund, but it really should be something we are paying attention to and keeping track of.

Mr. Farnsworth stated also so we do not find ourselves in the same position as the school board where they do not have the funds that they should have put away. We do not want to do that.

Ms. Kassel stated indeed.

Mr. Berube stated we heard three Board members say no to budget for replacement of the sculptures.

Mr. Boyd stated other things we added include Central Bark. I did not add the new dog park to the list because it is not finished yet. I did not want to add things that are not on the ground yet, but we can add it. I added the H-1 park, and I need to add the H-2 park once it is completed. We will look at this every few months to be sure it is being kept up to date.

Ms. Kassel stated the idea was that Mr. van der Snel would take it over once it is updated.

Mr. Boyd stated that is fine.

Ms. Kassel stated we can have him send it to you once a year for your review.

Mr. van der Snel asked is Central Bark on CDD property?

Mr. Boyd stated it is on developer property, but the District is maintaining it.

Mr. Farnsworth asked if Mr. van der Snel is taking this over, will he be reporting to us on the status of this at least quarterly or when something comes up?

Mr. van der Snel stated yes, when something changes.

Mr. Berube stated generally items that are worth more than \$5,000 are included.

Mr. Boyd stated I do not know that we made a dollar threshold.

Mr. Berube stated that was for capital expenditures. We now have a number of \$56,301.91 per year that should be what we are adding to reserve and replacements.

Mr. Walls stated minus all the things that are already budgeted from the operating account.

Mr. Berube stated probably \$50,000.

Mr. Walls stated it will probably be less than that.

Mr. Berube asked what did we include for reserve and replacement for this year's budget? Did we match that amount for next year?

Mr. Boyd stated before this was updated, the number was closer to \$50,000.

Mr. Moyer stated I do not see anything for reserves in the current year's budget. All of those monies ended up being for street lights: \$330,000 for the buydown.

Mr. Berube stated I thought we added something for fiscal year 2017 because we had that discussion.

Mr. Brill stated it is on the balance sheet under fund balance. You have a reserve for renewal and replacement \$99,188.

Mr. Moyer stated in the budget for fiscal year 2017, we allocated \$50,000 to insurance reserves, \$99,188 to renewal and replacement reserves, and \$165,000 for sidewalk and alley reserves.

Ms. Kassel stated the \$99,188 reserve for renewal and replacement is two years' worth of contributions to that line item.

Mr. Walls stated plus \$165,000 for sidewalk and alley reserves, which are also on this list.

Mr. Farnsworth stated just the \$90,000 is double what is called for.

Ms. Kassel stated this is for one year. It is what needs to go into the reserve for renewal and replacement every year.

Mr. Farnsworth stated so it will be built up.

Ms. Kassel stated yes.

Mr. Farnsworth stated some of it will be spent year to year, though.

Ms. Kassel stated yes.

Mr. Berube stated we need to pay attention to this in the next budget cycle to add \$50,000 or whatever this ends up being into next year's budget to add to the \$99,188. We need to make that part of the budget process. Now that we have a good number and know what it is, we need to add that every year when we do the budget.

Ms. Kassel stated it will go up because of the parks.

Mr. Berube stated yes, but in order to keep it current, we have to be conscious of the number to add. We did not know the number for this budget cycle, so we just rolled with it. For the next budget, the number will be whatever is in the updated reserve allocation.

Mr. Walls stated we are paying for a lot of this through the operating budget. We budgeted for it and took care of it in the operating budget.

Mr. Berube stated I understand.

Ms. Kassel stated we did for the small things, not the large things.

Mr. Berube stated when we do the budget next year, we will have a workshop where we can look at it carefully at that time. It will be updated and will be a year newer, and we will know what has been done and what has not. We can plug in numbers accordingly. At least now we know that we need about \$50,000 each year.

Mr. Boyd stated I will get with Mr. van der Snel and turn this over to him.

ii. Landscape Maintenance Map Update

Mr. Boyd stated I met with Mr. van der Snel on Wednesday, and we issued a larger map that I will leave with him. We went through and double-checked all the CDD-owned areas as to how they show up on the map for landscape maintenance purposes. We added the future areas that will be added when you accept neighborhood I. This probably needs one more pass-through. It is not just CDD ownership but also how irrigation is being managed, which will affect this map. We are close to having the final map. The reason to use this map is twofold: to help manage Davey moving forward, and to be the basis of any bid going forward.

Mr. Berube stated this is probably all done electronically. Do you have an aggregate number of acres in the different colored areas?

Mr. Boyd stated I do not have that now, but we can tally that up.

Mr. Moyer stated if we rebid the landscape contract, we will need those square footage numbers.

Mr. Berube stated yes. When we get into the new neighborhoods, such as F and H-2, we based the accepted bid on a cost-per-acre based on the entire community.

Mr. Boyd stated this is drawn on top of our CADD master plan of the community, so it is to scale.

Mr. Berube stated if it costs \$1,000 per acre, and we are adding 20 acres, then it is \$20,000. It will be nice to have the acreage.

iii. Discussion of Neighborhood F Drainage Swale

Mr. Boyd stated I know you have talked with Mr. Glantz about this some. The developer tasked me with processing a SFWMD modification to address the ponds that those swales drain to. The big challenge, which we have discussed at prior meetings, is that the ponds are not recovering fast enough. We are getting more water from upstream than they traditionally had in the past. Also, Long Pond in F is larger now and holds more water than it did originally. The weir is holding more water than it needs to hold, so it can be lowered now, which will allow water to escape faster.

Mr. Berube described the scenario from the map. The cross-section is if you are looking at it from the school. The pipeline angles down. When it rains, all the water runs off the pipeline. The lots run slightly uphill, so a ditch was needed to catch the water running downhill from the pipeline. Otherwise, it would run across and flood all those houses, go across the new extension of Dark Sky, and continue going downhill toward Buck Lake. The ditch has four connecting pipes that go into one big connecting pipe, and then into Long Pond. When it rains, there is an influx of water from the roadway and other areas into Long Pond. It rises, and the water runs off the pipeline into the ditch that fills up, which fills up the connecting pipe. At some point, the pond's water level is equal to the water level in the ditch. That is why the ditch does not drain. The groundwater stays high because the pond is high. Mr. Boyd referred to the weir in the back, which is the outfall. You will notice holes in those concrete basins, and the water always spews up. Now, there is so much more water on that expanded pond that rises up. They need to open it up and let the water drain out faster. Mr. Boyd will explain that they are going to lower it or add some additional drainage holes into these structures to get the water level to dry up in the pond faster after a rain event. That will ultimately drain the water an additional six inches. The normal high water level in the pond will be six inches lower than what it is. Water always seeks its own level. This wet ditch bottom should drop six inches and should dry out.

Ms. Kassel stated that ditch runs all the way out to Dark Sky. It is not shown on that map. The problems they are having with that ditch are not just the water when it rains, as it has been. When it stops raining and the ground is drier, the area around the drainage openings stays wet. That is why we talked last month about cutting some channels into the concrete collars. That is a different issue.

Mr. Boyd stated yes. Modifying the pond outfalls will help lower the groundwater, but I agree. I think we need to do both. We will work on the pond outfall and also work on those inlets a little so that when the water does stage up high, it gets into the inlets a little more effectively.

Ms. Kassel asked when will that happen? People will be asking. How soon?

Mr. Boyd stated I cannot give you a firm date right now because I have to run the pond outfall revisions through SFWMD.

Ms. Kassel stated the channel issue is a separate issue.

Mr. Boyd stated yes, and that can be done sooner.

Ms. Kassel asked is that something our field staff can do, or will we need to bring in a contractor?

Mr. Boyd stated I believe the developer has asked Jr. Davis to do that work once I have given them the sketches of what to do.

Mr. Berube stated that is what Mr. Glantz told me today.

Ms. Kassel stated so it could be months.

Mr. Boyd stated on the outfall, it could be a couple months. I think we are looking at a few weeks before you see something happening on the inlets in the ditch.

Mr. Berube stated the discussion I had with Mr. Glantz today was, until that ditch is fixed to our satisfaction, we are not absorbing neighborhood I. He really wants us to absorb neighborhood I. When we took this last year, there was concern over the flooding. They redid some sod in the bottom. The discussion with Mr. Glantz, Mr. Kent Foreman, and others in the developer's office was that they are going to look at it in one year. They will provide a one-year warranty on it because we needed to get into the wet season. The wet season is here, and it is wet. We took it over January 1, 2016, so we will get it fixed before the warranty ends.

Ms. Kassel stated this will be done at the developer's cost.

Mr. Berube stated yes.

Ms. Kassel asked including the outfall?

Mr. Berube stated the whole thing. Mr. Glantz is living up to his side of the agreement. There has been no resistance once we pointed it out. He is a man of his word.

iv. Status of Butterfly Drive Sidewalk Permitting

Mr. Boyd stated we received some comments from the County. I have to meet with them again. They are pressing for review of landscape and irrigation plans, which they really should not need. I am taking care of that.

Mr. Berube asked that is within their purview of sidewalk construction?

Mr. Boyd stated that is why I am going to meet with them.

Mr. Berube asked is that the only thing?

Mr. Boyd stated yes.

Ms. Kassel stated it has been about a year since we approved this.

Mr. Berube stated yes, I have dealt with this every month.

Mr. Boyd stated I hope to have approved plans on this sidewalk before the next meeting. To clarify what I said about the sidewalk, it is the County's purview to review and approve landscape plans. However, this sidewalk is not part of a neighborhood infrastructure permit that requires additional landscaping. My intent is that it is not within their purview in this case. Landscaping should not be required. We can plant it voluntarily, which is what we intend to do. It is not an obligation as part of the sidewalk. That is my argument.

Mr. Berube stated they thought this was a neighborhood sidewalk, which is why they wanted it to be five feet wide.

Mr. Boyd stated this is the next hurdle they have thrown at us.

v. Neighborhood H-2 Maintenance Transfer

Mr. Boyd stated I will ask the Board to approve signing the operation transfer of neighborhood H-2. The District will formally be the maintenance entity for the H-2 pond.

Mr. Berube asked was that the last letter I received from SFWMD that I forwarded to you?

Mr. Boyd stated no, that was the permit for the docks.

Ms. Kassel stated we were waiting after a large amount of rain to see if the drainage situation in H-2 was adequate. We had large rain events recently. Do we know?

Mr. Berube stated yes, it is all fine. We rode through there the other day and looked at it all.

Mr. LeMenager asked are they all open? They do not have any silt blocks in front of the storm drains?

Mr. Boyd stated that is a separate issue. That is for the builders and the streets. This transfer is for the pond itself. The CDD already owns it. This will show the permit modification was done for that neighborhood.

Mr. Berube stated all the drainage works in H-2. The ditch works fine because the water is lower.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to authorize the Chairman to sign the operation transfer for maintenance of the pond in neighborhood H-2.

vi. Miscellaneous

Ms. Kassel asked has the Ashley Park/Clay Brick drainage been resolved?

Mr. Berube stated we have not had any significant rains to cause a flood.

Ms. Kassel stated we have.

Mr. Berube stated it has not flooded.

Mr. van der Snel stated it is solved. There is no flooding anywhere.

Mr. LeMenager stated I am sure they would post pictures on Facebook if it was not solved.

Mr. van der Snel stated we went out and assessed it.

Mr. Berube stated they went out with a sewer truck and blew through there. They could not find any blockage, but that does not mean they did not blow something clear out.

B. Attorney

Mr. Qualls stated regarding the landscaping contracts, my assignment is clear: to make sure the math adds up. I will work on that with the manager first thing in the morning and provide it to Mr. Berube for execution so that we can send it to Davey.

Mr. Berube stated I am sure Davey would be willing to work with us on an extension for a couple days if we need it. We have already approved the agreement.

Mr. Qualls stated the contract will be dated October 1, 2016.

Mr. LeMenager stated it does not matter when you sign the contract. It matters what the effective date is.

C. Field Manager

i. Facilities Maintenance (*Parks, Pools, Boats, etc.*)

The monthly facilities maintenance report is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

ii. Facilities Usage (*Boats and Others*)

The monthly facilities usage report is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

iii. Facebook Activities

The monthly Facebook activities report is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

iv. Pond Report

The monthly pond report is contained in the agenda package and is available for public review in the District Office during normal business hours or on the website.

v. Playground Update

Mr. Berube stated I read all the information, but I did not see any dates pertaining to installation.

Mr. van der Snel stated they do not have any dates because the Board has to approve it first. Then it will be as soon as possible. I do not really know, but they could probably do it within four weeks.

Ms. Kassel stated they added to \$40,000.

Mr. LeMenager stated I thought you were buying things on sale.

Mr. van der Snel stated it was. The discount is shown farther down the invoice.

Mr. Farnsworth stated the discounted price is \$18,000, and their price is about \$38,000. So that includes about \$20,000 for installation and permitting and other things.

Mr. Berube stated we approved the purchase of \$18,000, so we are adding \$20,000, which we expected.

Mr. Farnsworth stated we did not expect it. When you look at it, it is within the bounds of what we should have expected.

Ms. Kassel stated we were counting on this coming mostly from our capital account.

Mr. Farnsworth stated the primary investment will be out of that account, but we will have to cover the installation and other costs.

Mr. van der Snel stated H-2 is ready. H-1 has to be graded six inches down and mulch added, which Davey will do.

Ms. Kassel asked do we know what our additional expense is going to be for that?

Mr. van der Snel stated yes, I think about \$500 or \$600.

Mr. Berube stated beyond the playground proposals is minimal ground preparation.

Mr. LeMenager stated we got \$11,000 off. Why are we paying taxes?

Mr. van der Snel stated that will be removed. There is a bundling tax that we have to pay. That is for when we buy the equipment and have it installed. I did not really believe that.

Mr. Berube stated no, we do not pay any tax.

Mr. van der Snel stated it was \$80.

Mr. LeMenager stated that is not material.

Mr. van der Snel stated the tax will be taken off the quote.

Ms. Kassel asked where are we going to come up with the additional money?

Mr. Berube stated we have a miscellaneous contingency line item we can use.

Mr. LeMenager stated you take the tax off, and that leaves \$36,400.

Mr. Berube stated the question is how we are going to pay for it.

Ms. Kassel stated we need to find \$20,000 in the budget.

Mr. Berube asked does parks and recreation have a contingency line item we can use?

If not, we will move it.

Mr. LeMenager stated we are under budget.

Mr. Brill stated this would be a capital project.

Ms. Kassel stated yes.

Mr. LeMenager stated we do not have enough money in the capital budget. We still need a little extra.

Ms. Kassel stated it is from the \$100,000 capital budget.

Mr. Brill stated page 72 of the agenda package in the financials showing the balance in your 2015 capital projects fund of \$64,000.

Mr. Berube stated \$35,000 is coming out for the Butterfly Drive park. That is already committed.

Ms. Kassel stated I thought it was more than that.

Mr. Brill stated that leaves you with \$24,000.

Mr. Berube stated no, we had \$18,000 or \$19,000 left after that commitment.

Mr. LeMenager asked have we paid that yet?

Ms. Kassel stated no, we have not done anything.

Mr. Berube stated we have just been paying for permits.

Ms. Kassel stated we are paying for the approvals for the park along the pipeline.

Mr. Brill stated in the current year, you have about \$13,000 sitting in capital outlay – other.

Mr. Berube stated this will happen in the next fiscal year. Do we have money in contingency?

Mr. Moyer stated we have a miscellaneous line item under landscape services of \$25,000, but that is pretty much the only thing you have.

Mr. LeMenager stated we are \$107,000 under budget, so we are in fine financial shape.

Mr. Berube stated we will figure it out when it comes in. It can come from miscellaneous, which has \$25,000, and we need \$20,000.

Ms. Kassel stated that is for landscaping refurbishments.

Mr. Berube stated it is related since we are removing grass and putting in mulch.

Mr. Brill stated I would suggest you apply it to the correct budget line item and then do a budget amendment after the close of the fiscal year.

Mr. LeMenager stated that is what we always do.

Mr. Berube stated we are just making sure we have adequate funds to make that budget amendment. We do not want to get stuck later. That is the problem when these projects go on for a year.

<p>On MOTION by Mr. Berube, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to accept the proposals for installation of the playground equipment for neighborhoods H-1 and H-2 subject to final corrections.</p>
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vi. Miscellaneous

Mr. van der Snel stated regarding the air conditioning in my office, the company did not show up after three requests. I added two temporary window air conditioners, which cost \$356 for both of them. I have gotten used to it, so I canceled Mercury, who did not show up, which saved us \$4,400.

Mr. Farnsworth asked the two window air conditioners are enough?

Mr. van der Snel stated yes, they are enough for us. I can get used to the sound. It is a little noisy.

Mr. Berube stated thank you for your detailed work with Davey. I know it has been a long haul, and it has been handled well. We hired another employee, bringing our field services staff to five. It is Mr. Mike Scarborough, who is a resident and has been for a number of years. I think it is working out well. I see that he is being trained by all the other staff members on what everyone does. We spruced up one of the vehicles, so we have enough vehicles for everyone and we do not need to make a capital investment in another vehicle. Everything is running smoothly.

Mr. Farnsworth asked was that the other golf cart?

Mr. Berube stated yes.

Mr. Farnsworth asked where did you get the golf cart?

Mr. Berube stated it was a donation from Harmony Development Company. We invested a small amount of money in it.

Mr. LeMenager stated now that they do not do tours anymore, they did not need it.

Mr. Berube stated that is correct.

Mr. Farnsworth stated I saw a comment somewhere about mailbox damage. Someone made the comment that it might be a federal offense. That is not true. The mail itself would be a federal offense, but not the mail box. That is personal property.

Mr. LeMenager stated I made that comment after looking it up on the internet. It is true.

Mr. Farnsworth stated no, it is not.

Mr. Berube stated if you go around damaging mail boxes on purposes, at some point, someone will be upset.

Mr. Farnsworth stated it is a crime but not a federal crime.

Mr. LeMenager stated yes, it is. We are off CDD topics, and I stand by what I said on Facebook.

Mr. Berube stated that problem is resolved.

Mr. Farnsworth asked what is the activity for the hippo, what is the status, what are the plans for it, and how well did it work out? Or is it a pain and not worth the effort?

Mr. van der Snel stated it was very labor intensive because of cleaning out the socks. We have to constantly remove the hippo and empty the socks into big buckets to get rid

of the material, but the pond is clear. We are having problems with watermeal in the same pond. I sent staff into the wetlands behind that pond to see where it comes from since that is where it feeds from. Right now, the hippo is still out there. We made a channel across the pond to feed it toward the hippo. The hippo has definitely proven its worth.

Mr. Berube stated the hippo is working 24/7. We are redirecting watermeal out of the pond into the wetlands.

Mr. van der Snel stated we do it during the day so that we can clean it out if it gets stuck.

Mr. Farnsworth asked which pond is it in?

Mr. van der Snel stated the pond in the Estates on the right side.

Mr. Farnsworth asked is that the same one it was on before?

Mr. van der Snel stated yes. That was a trouble pond.

Mr. Farnsworth stated the one across the street is listed as a level 3 problem.

Ms. Kassel asked is that an issue with SFWMD to be pumping watermeal into the wetland?

Mr. van der Snel stated we do not pump it into the wetland; that is where it comes from.

Ms. Kassel asked where are we pumping it to?

Mr. van der Snel stated it is pumping to an outfall now.

Ms. Kassel stated so it is going into a wetland.

Mr. van der Snel stated no, the outfall goes into Buck Lake.

Mr. Berube stated the pipe for that goes under the road and into Buck Lake.

Mr. Boyd stated the water from the hippo is being filtered through the socks.

Ms. Kassel stated not in this case.

Mr. van der Snel stated we eliminated the socks because we found that outfall, so we made a two-inch pipeline toward that outfall. Now it is skimming it off.

Mr. Berube stated neither the watermeal nor the duckweed is the problem in ponds where the water moves. When you put it into Buck Lake, because Buck Lake moves, they do not grow. We figured that out with duckweed a long time ago. It gets into the creek that runs into Buck Lake and disappears.

Mr. van der Snel stated we did the same thing with the lake that is marked now. We cleared a drain and an outfall, and it skimmed off all the duckweed. It was gone within

two days. However, the P1-3A pond is the trouble pond. The left bottom corner of that pond is where it all collects because it is like a bay. We put the hippo in that area. We are trying to survive the summer so that during the winter, the duckweed and the watermeal will disappear. After the wintertime, we will be able to control it better. It is being fed from somewhere because it appears.

Mr. Walls stated I am not comfortable taking the material from the pond and dumping it into the lake.

Ms. Kassel stated I am not either. I think it is probably a violation.

Mr. Boyd stated I am not sure it is technically a violation, but I am not sure it is accurate to say it is not a problem in Buck Lake. It is a concentration problem. You are not seeing it in concentrations in Buck Lake yet, but without treatment, eventually it could be.

Mr. Farnsworth stated I thought when we collected the duckweed that we were going to compost it or something. That is what someone said.

Mr. Berube stated no one wants it.

Ms. Kassel stated we have not found anyone who wants it, so they have been putting it in dumpsters.

Mr. van der Snel stated we got 25 yards out.

Mr. Farnsworth asked did someone mention potentially using it at the community garden?

Ms. Kassel stated yes, but they said it was too labor intensive to be have to wheelbarrow it in.

Mr. Walls stated I think we discontinue what we are doing now.

Ms. Kassel stated we cannot continue to dump it into Buck Lake.

Mr. Boyd stated the duckweed will continue to live in Buck Lake.

Mr. Farnsworth stated that is what we are objecting to.

Mr. Berube stated that is easy to fix.

Mr. Walls stated I know we took this work effort in-house, but I do not know if we have the proper staff to do this in a professional manner.

Ms. Kassel stated I do not feel that Bio-Tech, when we had a contract with them, was doing very much.

Mr. Walls stated I do not disagree. I want to make sure that if we are doing it, that we do it in the right way and that we use best practices. I hear we are just dumping it into another body of water.

Mr. Berube stated it is easy to fix this since they are running it during the day. We will just put the collection box back on it and use the socks. We will filter out the duckweed and watermeal, and we will transfer it.

Mr. Walls stated with the number of man hours, that may not be the best solution, either.

Mr. van der Snel stated it is more like an after-treatment that we are doing. We are trying to keep the watermeal out.

Mr. Walls stated I understand what you are doing. If you dump it right next to a pond, it will eventually make its way back to the pond.

Ms. Kassel stated they are not talking about that either, and we understand it is labor intensive and maybe not the most efficient way to handle it but perhaps it is fine for now until we have more information. There seems to be some miscommunication between field staff and Ms. Jennifer Dwyer. Maybe we need to get someone else who has experience to provide oversight.

Mr. van der Snel stated when we started fighting the duckweed, we called the extension office about the best way to treat it. They said the best way is to drain the pond and get it all out, but that is not going to happen. We got galleon, which is a spray product, but that did not work. Now we are skimming it off, and we have clear water. We treated it with algae treatment and galleon, which is what we are doing now but the weather is not working with us. Galleon cannot work with the weather because it is so warm. We are hoping in winter when it is colder that all the growth stops. When it starts coming back again the spring, we will use the sprays.

Mr. Berube stated the current situation is easy to fix. We will stop dumping it. We will run it through the socks and get it under control. It will not be like the duckweed was when there was so much. This is a small area in the corner, maybe 20 square yards. The hippo should be able to get that in a day or two in the filter socks. Once we get most of it, then it is a matter of spraying the edge.

Ms. Kassel stated I would still feel more comfortable knowing that we had the oversight of someone who has more expertise in this area, just to make sure that it is all

going in a way that is appropriate. I know the field staff has gotten training, but everyone is new with this. The processes are new. We are experimenting with things. It would be good to have someone once a quarter come in and make sure everything is going in a way that looks positive. I know Mr. van der Snel is taking pictures.

Mr. Farnsworth asked who are you suggesting?

Ms. Kassel stated Mr. Lee Taylor is a resident and has experience.

Mr. LeMenager stated I do not want to go with a resident again. It has not worked out. We need to go out and find an expert who really knows this stuff.

Mr. Walls stated the staff can do the work. I do not think that is an issue. We can bring in a professional from a company that does this all the time. They can look at it and say if it can be dealt with in a day and how to do it. We do not know how to do that.

Mr. van der Snel stated we call the extension office.

Mr. LeMenager stated they are calling the experts.

Mr. Berube stated with water and marine biology, everyone has an opinion. When you read about it, everyone gives their opinion on what works and what does not. Most of it, when you get down to it, is trial and error. When you went through the duckweed, the end result is that you have to physically remove it. Whatever you spray will work a little and will kill some of it, but it always comes back. As he said, we have three choices: get in there with booms and skimmers to skim and haul it off, drain the pond and scrape it off with an excavator, or use the hippo and let it do the skimming for you. We can hire another expert, but we will go around and around with opinions. You can hire ten experts, they will all look at the same thing, and they will give you ten different opinions. If that is the comfort level of the Board, we will do it. In the meantime, we will stop transferring water from the hippo starting tomorrow and will use the socks. We will get rid of the duckweed and watermeal in that corner.

Mr. LeMenager stated I am comfortable with staff doing what they are doing now.

Mr. Berube stated I do not have a problem with it, either. I am hearing that other Board members are uncomfortable.

Mr. Walls stated my concern is the fact that what we are doing now, someone made that call and thought it was a good idea. I am not a water biologist and have no background in this, but I am pretty sure that is not a good idea. I want to make sure that we do not do things like that.

Ms. Kassel stated our engineer is confirming that.

Mr. Berube stated Mr. van der Snel told me about it first, and I remembered reading about the duckweed and watermeal. When it is in an active body of water, it is a non-issue. When he told me what they were doing and I saw it, Buck Lake is active and it did not seem to be a big deal because of what I read. On a level of discomfort by the Board, we will run the water through the socks starting tomorrow. We will use the hippo on the rest of the invasives on the pond, and he will do the spray treatment. In the meantime, we can look for another water biology expert.

Mr. Farnsworth stated I am not concerned with what staff is doing.

Mr. LeMenager stated three Board members are not concerned about what they are doing: Mr. Berube, Mr. Farnsworth, and myself. I am not sure why we need to spend money on an expert.

Ms. Kassel stated Mr. Farnsworth indicated that he did not think it was a good idea to dump it into Buck Lake.

Mr. Farnsworth stated no, I would agree with that.

Ms. Kassel stated he is concerned.

Mr. Farnsworth stated I thought you were talking about what they are going to do now.

Mr. Berube stated we have the plan. We will not dump it anymore and will run the water through the filters. It is not a huge manpower effort.

Mr. Farnsworth stated the ponds that are marked 3 and 4, one of the ponds marked 4 is out front, west of the main entrance. It is marked level 4 concern, that it is uncontrolled. Only one level is higher. Is that being treated? If so, how? It says spatter dock, whatever that is.

Mr. van der Snel stated we ordered chemicals for that pond that we have not received yet. Spatter dock is a floating vegetation. We need a granule to throw on it.

Mr. Farnsworth asked will that kill it?

Mr. van der Snel stated yes.

Mr. Farnsworth stated so it is not one of the chemicals you have been using but something else.

Mr. van der Snel stated yes.

Mr. Farnsworth stated I pick on the ones marked level 3 and 4 since they are both stated as being uncontrolled.

Mr. Berube stated keep in mind that we are getting away from our intent for pond management, which was minimal chemical use.

Mr. Farnsworth stated that is fine. I do not care if they use chemicals or not.

Ms. Kassel stated our hippo cannot get rid of that spatter dock.

Mr. Berube stated not easily.

Mr. van der Snel stated no, it is only for watermeal, duckweed, or thin algae.

Mr. Berube stated these are not recreational ponds. Everyone gets worried about invasives. Our intent a year ago when we discussed this was to use chemicals only when really necessary. Now, you are saying we have not applied any chemicals on this and that it is a concern to you.

Mr. Farnsworth stated no. My concern is, this is labeled as uncontrolled. I wanted to know what they were doing. I was not saying to use chemicals.

Mr. Berube stated he is going to use chemicals.

Mr. van der Snel stated that is a log for Mr. Don Wolfe, who is doing the ponds. He keeps it up and also keeps up the log of what he does. It is more a tool for him. We have 39 ponds, so he has to keep track of what he did last time and what level the pond was at.

Ms. Kassel asked are you still taking pictures of the ponds?

Mr. van der Snel stated yes, every three months from the same vantage point.

Mr. Berube stated if you notice, we have purple poles near the ponds that are sprayed fluorescent orange, which is the location to take the photos.

Mr. Farnsworth stated the reason I posed the question was because nothing in the report stated what kind of treatment is being done. I was not trying to pick on the kind of treatment, just what treatment was being done to address level 3 and level 4 issues.

Mr. Berube stated we are still on minimal chemical treatments. We do not want to have a complete cover over the water, which kills fish by taking out all the oxygen.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for August 31, 2016

Mr. Moyer reviewed the financial statements, which are included in the agenda package and are available for public review in the District Office during normal business hours.

Mr. Moyer stated we have collected all our non-ad valorem assessments, both from the tax collector and the CDD. Discounts were less than budgeted, so we have a positive variance on revenues of \$34,000. On expenses, we are \$72,000 under budget; the vast majority of that, however, comes from the alley line item because we have not really spent much there. In fact, I do not think we have spent anything.

Mr. Berube stated I think some Davey invoices are going to be late.

Mr. LeMenager stated those get accrued. Even in what you are looking at, they are accrued. Those statements are not about cash flow. They include accruals.

Mr. Brill stated the balance sheet will tell you if you had any prepaid items.

Mr. Berube stated any invoice from Davey has not been accrued.

Mr. Brill stated we have not made the accrual for Davey. If we know it is coming or if it came in and we paid it, we would show it as a prepaid to apply to next month or next fiscal year. That is what prepaids for are. Your accruals usually happen at year end, so it would go against this year's expense. If we know of an invoice and have been made aware of and have a dollar amount that we can estimate, we would accrue that amount. We will accrue it after year end.

B. Invoice Approval #197, Check Register, and Debit Invoices

Mr. Moyer reviewed the invoices, check register, and debit invoices, which are included in the agenda package and are available for public review in the District Office during normal business hours or on the website, and requested approval.

Mr. Berube stated we had an invoice for Sign Masters with a 50% deposit at \$600.

Ms. Kassel stated no, that was the total.

Mr. Berube stated the minutes reflect a 50% deposit, but it is not a 50% deposit but a 100% payment.

Ms. Kassel stated we paid the whole amount, and we have the posters.

Mr. Berube stated so we spent \$600 instead of \$1,000. The approval was \$1,000.

Ms. Kassel stated the approval was \$600.

Mr. Berube stated no, I went back and looked at the minutes.

Ms. Kassel stated for the new fiscal year, we will pick up the balance.

Mr. Berube stated I just want to be accurate. We were approved to spend up to \$1,000 in the current fiscal year for 14 signs according to the May 26, 2016, minutes.

Ms. Kassel stated then I was mistaken; I thought it was \$600.

Mr. Berube stated we saved \$400.

Ms. Kassel stated we did not save \$400.

Mr. Berube stated we did not spend \$400.

Ms. Kassel stated we still have 16 posters to print. Mr. van der Snel and I met last week. The posters came in on poster board rather than on sheets that were laminated. I think that may make them more durable. The kiosks need refurbishment, which was approved last month. They need new Plexiglas. One at the end of Butterfly does not have a top on it or an outer frame to it. I think some of them have been moved. The one at the entrance to the garden has a sign, but I do not think I have a poster for it. A poster was by the bat house, but I do not think that is among the posters that we have. I do not think Mr. Greg Gologowski has access to those files anymore. He was the one who created those originally. I have a list of the kiosks, and I just have to go through the posters and decide which poster goes to which kiosk. The field services staff will refurbish the ones that need it and will keep up with them.

Mr. Walls stated I noticed we got a large invoice from the Orlando Sentinel for an advertisement for \$2,600. Do we not usually advertise in the Osceola News Gazette?

Mr. Moyer stated yes, but it is a timing issue.

Mr. Berube stated I thought we did both.

Mr. Moyer stated I checked on that, and I was told it was a timing issue.

Mr. Walls stated I thought I saw one ad for the Gazette for about \$100.

Ms. Kassel stated it may have been that the Gazette was not coming out on time.

Mr. Walls stated I was curious because I saw ads in both papers.

Mr. Berube asked why did we advertise if it was not coming out soon enough?

Mr. Moyer stated we try very hard not to advertise in the Sentinel.

Mr. Berube stated we also had an invoice from FedEx to the Kissimmee city manager. I asked Ms. Brenda Burgess about it, and she said it was some governmental filing that we have done every year for years. I see one to the Osceola County manager. What governmental filings are we sending to the Kissimmee city manager?

Mr. Moyer stated we should not have.

Ms. Kassel asked it was not permits?

Mr. Berube stated it would not be Kissimmee.

Mr. Moyer stated I will check on it.

Mr. Berube stated it is only \$10. If it is ours, then it is ours. It just stands out that it was to the Kissimmee city manager. I understand governmental filings to Osceola County, but not to Kissimmee.

Mr. Moyer stated the city does not have anything to do with Harmony.

On MOTION by Mr. Berube, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to invoice approval #197, check register, and debit invoices, as amended.

Mr. Farnsworth asked why was there no memorandum included with the financial statements this month?

Mr. Moyer stated I noticed that, too.

Mr. Brill stated I reviewed it as part of the agenda package, so I do not know where it is. It must have been missed accidentally.

C. Intent to Purchase Contractual Services for Landscaping

This item already having been discussed, the next item followed.

D. Consideration of Resolution 2016-06 Designating Tim Qualls as the District's Registered Agent

Mr. Moyer read Resolution 2016-06 into the record by title.

Mr. Berube asked is this new?

Mr. Moyer stated no, we have always had a registered agent. By law, we have to designate a registered agent and registered office, which heretofore has been Severn Trent. The primary purpose of the registered agent is for service of process. What we have found is that at times, we are named on foreclosures, which is totally inappropriate because our assessment survives foreclosures. We should not be a party to a foreclosure. But once they name us, then we need to either have them remove us or we have to file an answer within 20 days. By the time it goes to Severn Trent and goes through their routine, we lose the 20 days. I would like to streamline the process. Mr. Qualls has to answer it in any case. That is why we are recommending to make him the registered agent.

Mr. LeMenager stated I want to note that it was incorrectly written because it says Young vanAssenderp, and that is not the current name of the firm.

Mr. Qualls stated we changed the name again to Young Qualls, P.A. Mr. Ken vanAssenderp is moving along and will do some other things. He will still be involved.

On MOTION by Mr. Walls, seconded by Mr. Farnsworth, with all in favor, unanimous approval was given to Resolution 2016-06 designating Mr. Tim Qualls as the District's registered agent and his office of Young Qualls, P.A. as the registered agent office.

EIGHTH ORDER OF BUSINESS

Approval of Usage Applications

A. Facility Usage Application from Harmony Community Church for a Christmas Production

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the usage application from Harmony Community Church for a Christmas production on December 11, 2016.

B. Construction Use Application from Mr. Don Whyte to Temporarily Access District-Owned Property for Installation of a Pool, Fencing, and Landscaping

Mr. Berube stated we received the original copy of Mr. Whyte's application as well as a revised version that changed a few minor things. The point of his request is to be crossing CDD-owned curb, sidewalk, and green space in the area between where Beargrass comes onto Cat Brier. Indiangrass picks up the houses at the corner of Indiangrass and Cat Brier, and a fence is there behind the house. His houses is three houses down, so he wants to access that green space, which is generally just green space. I think the construction agreement Mr. Moyer provided specifies that Mr. Whyte will return that area to the condition that it is in currently after Signature Pools does their work. The good news is, the curb and sidewalk in that area are already damaged and have not been replaced by the developer yet. If Signature Pools happens to do some damage to the curb or sidewalk, it is a moot point since they are already broken. The most they would probably have to do is replant some sod based on trucks going in and out. Even that might be minimal damage because it is mostly bahia. The possibility of damages is pretty minimal. I think we are pretty well covered by the agreement. I am fine with allowing trucks to access that area to put in his pool.

On MOTION by Mr. Walls, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the construction use application from Mr. Don Whyte to temporarily access District-owned property for installation of a pool, fencing, and landscaping

Mr. Berube stated Mr. Whyte is all set, and Mr. Moyer may have more paperwork for you. Thank you for the level of detail in your application request. Not everyone does and it usually becomes a big hassle. You and your pool contractor did a fantastic job with all the information, and we appreciate it. That made it easy to come to a decision.

Mr. Moyer stated as a point of information, Mr. Whyte is a former Supervisor for other CDDs, so he knows how we work.

NINTH ORDER OF BUSINESS

Topical Subject Discussion – Tablet Replacements

Mr. Moyer stated I suggested we include this on the agenda for the Board's discussion. Your tablets are wearing out, and the question is if the District will allow you to buy new tablets or do we leave that up to you since each of you has your own individual preference and put a cap on what the District would reimburse you for.

Mr. Berube stated the first time around, I think we spent \$500 for each tablet, which was from Amazon. Tablets die. We can buy them through Amazon tax-free. It is easy since we have the account with Amazon. If you need a tablet, talk with Mr. van der Snel and let him know which one you want.

Mr. Farnsworth stated that was not what he was saying. Some people, me included, do not like tablets.

Mr. Berube stated if you want a laptop, you have up to \$500.

Mr. Farnsworth stated that is what he was trying to say, that you are given an allowance to pick whatever you want.

Ms. Kassel asked how does that work if the one you want is over \$500?

Mr. Farnsworth stated you would have to pay the excess.

Mr. LeMenager stated you would reimburse the CDD.

Ms. Kassel stated then we are not buying it through Amazon to get it tax free.

Mr. LeMenager stated yes, the CDD buys it through Amazon and pays \$600 or \$700, and then you pay back the CDD \$100 or \$200.

Ms. Kassel stated however, you are not getting it tax exempt.

Mr. Berube stated not if you buy it, but if Mr. van der Snel buys it on the CDD's account, then we do.

Mr. LeMenager stated Mr. van der Snel bought this and had it shipped to my house.

Ms. Kassel stated I understand that, but that was within the amount. If you want to get something that is higher, then the CDD pays for it and you have to reimburse the CDD?

Mr. LeMenager stated yes.

Mr. Berube stated it will still go through the CDD account to save the tax and freight. You can get a really nice tablet or laptop for \$500.

Mr. Farnsworth stated yes.

Mr. Brill stated if you find a laptop you want for \$2,000, the CDD will pay \$500 and you have to pay the difference of \$1,500. What if you are no longer a Board member? Then who owns the laptop?

Mr. Qualls stated the District owns it.

Mr. Brill stated that means it is subject to all public records requests, so if you use it personally, you need to be aware of that.

Mr. Berube stated yes.

Mr. Brill stated you will have to return it and give it back to the CDD if you are no longer a Supervisor.

Mr. Berube stated yes, that has always been our presumption with these. Do whatever you want with it, but it is subject to a public records request if someone wants to see it.

Ms. Kassel asked or can you return the depreciated amount to the CDD if you bought something over that amount?

Mr. Berube stated for purposes of use in these meetings, if you have to spend more than \$500, I think you are doing something wrong.

Mr. Farnsworth stated yes, you are.

Mr. Berube stated you do not need a gaming, super-fast laptop. You need to be able to read emails and look at the charts.

Mr. Farnsworth stated you can get a pretty good machine for less than \$500.

Mr. Berube stated technology has a life of a couple years. It will depreciate fairly quickly. I do not see a problem. Our policy is a \$500 allowance to buy a tablet or a laptop during your term. If something needs further discussion, we will discuss it.

TENTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next order of business followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

The next meeting is scheduled for Thursday, October 27, 2016, at 6:00 p.m.

On MOTION by Mr. Berube, seconded by Mr. LeMenager,
with all in favor, the meeting was adjourned at 8:30 p.m.

Gary L. Moyer, Secretary

Steve Berube, Chairman