

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, December 15, 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
Bill Bokunic	Assistant Secretary
David Farnsworth	Assistant Secretary
Kerul Kassel	Assistant Secretary

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young Qualls, P.A.
Mark LeMenager	Former Assistant Secretary and Supervisor
Rick Mansfield	Davey Commercial Grounds
Amber Sambuca	Starwood Land Ventures
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

Ms. Courtney Jones stated we just moved into the community. I had a question about the CDD. We were told there were going to be some changes to the amount of the CDD assessment that we are paying every month. I did not know if there was a vote on that already to change it.

Mr. Moyer asked when did you move in?

Ms. Jones stated October.

Mr. Moyer stated what you will receive on your tax bill is what you are responsible to pay. It should have been represented to you at closing what the assessment will be.

Ms. Jones stated it was, but Lennar said that there was going to be a vote. Currently, I think it is about \$4,000 per year, and they said since there are more homes sold that they would reduce the amount of the assessment.

Mr. Berube stated that is not correct.

Ms. Kassel stated the Lennar people were probably misinformed. We adopted a budget at the end of August for fiscal year 2017, which runs October 1, 2016, through September 30, 2017. At that time, before you closed, we adopted a new budget. When you signed your closing documents, the amount that should have been represented if they did their homework right is the amount you will pay for the next year until we adopt the following year's budget.

Mr. Berube stated if you want to see what that number is, go to our website at www.HarmonyCDD.org and look for Public Records on the menu bar. It has a dropdown box, so click Assessments. That will show you this fiscal year's assessment. You can see what neighborhood you are in, and it shows you in that neighborhood by lot width what each lot in that neighborhood pays. That is fixed, as Ms. Kassel indicated, from now until October 1, 2017. About June is when we will start the budget process again. I do not want to speak out of turn, but I do not think we will increase assessments next year unless something major happens. We are not in the business of increasing assessments. That is where you find the information. I think what happened is, there was a lot of conjecture and some modifications made last year involving a couple neighborhoods. That is all done and settled. What you see published and what you paid is exactly what you will pay until our next budget year begins.

Ms. Kassel stated Harmony also has an HOA, and you will pay them a separate fee. It is a much smaller fee.

Ms. Jones stated yes.

Ms. Kassel stated they increased their budget for October 1, as well. When you closed in October, it should have reflected the correct amount for the HOA. It sounds like you are probably in Hawthorne, so you only have the Harmony CDD and the Harmony Residential Owners Association. Some other neighborhoods have an additional HOA. Those are the two you pay. I can discuss this with you after the meeting or whenever about how all that works and what it covers.

Ms. Jones stated I have a tree that is dead. It was dead when we moved in. Is that going to be replaced, or how do we go about that?

Mr. Berube asked is it along the street, or is it on your property?

Ms. Jones stated it is on our property.

Mr. Berube stated you have to go to Lennar and tell them the tree is dead. If it was between the street and the sidewalk, the CDD takes care of all those trees. Anything from the sidewalk toward your house is the responsibility of your builder, in this case, Lennar.

Ms. Jones stated yes, it is on the house side of the sidewalk.

Ms. Kassel stated that is the responsibility of Lennar, not the CDD. It is on your property, not the CDD's property.

Mr. Bokunic asked you said that it was represented to you that the CDD assessments will be reduced?

Ms. Jones stated yes.

Mr. Bokunic asked do you know who your sales person is?

Ms. Jones stated I do, but that information is in my phone. His name is David.

Ms. Kassel stated we are all on Facebook. You can instant message us or send us a message.

Mr. Bokunic stated I want to try to stop this from happening in the future so they provide the correct information for future residents.

Mr. Berube stated there was a lot of conversation over the past year about how everything was going to roll out. He may still be in the old conversation and has not realized that as of October 1, it reset. It is all fixed now. We are not picking on anyone at Lennar. I appreciate Ms. Jones coming out tonight. Come see us again; we meet every month. Feel free to ask questions. A lot of rumors go on because people have no clue what is going on.

Ms. Kassel stated it may be that the amount represented when you first looked at the house is different than what your closing documents reflect. That may be where there is a difference.

Mr. Berube stated if they gave you a HUD 1 any time before October 1, that number might have been higher than what you ultimately would have paid at closing.

Ms. Jones stated we received it after October 1, and it was about \$4,000 per year.

Mr. Berube stated feel free to visit our website and review the listing of what you should be paying. If it is more, then it is time to have a conversation with someone at Lennar or someone at the title agency to find out why you paid more than what is published.

Mr. Paul O'Leary stated I live in Ashley Park. I have three questions. First, I noticed that the CDD is broken into five seats. Do you represent all of Harmony, or is it broken down by area?

Mr. Berube stated we are elected at large.

Mr. O'Leary stated second, I also noticed when you read the resolution for Mr. LeMenager that the CDD is responsible for sidewalks, walkways, and so forth.

Mr. Berube stated yes, everywhere except for Ashley Park. Your HOA management company, which is either Sentry or Titan, has a different arrangement.

Ms. Kassel stated you have an Ashley Park HOA, and you have a company who manages that HOA.

Mr. Berube asked do you pay your HOA dues to Sentry or Titan?

Mr. O'Leary stated to Sentry.

Mr. Berube stated then you need to contact Sentry and tell them about your walkways.

Mr. O'Leary stated it is not a difficult thing in contacting representatives, but email after email, I never receive a response.

Mr. Berube stated I understand. If you are on Facebook, the HOA president who deals with Sentry is Ms. Margaret Kloman. That is the HOA that governs Ashley Park.

Ms. Kassel stated she is a resident who is the president of the HOA. She is the person you should be speaking with because she is in close contact with your HOA management company.

Mr. O'Leary stated third is landscaping in Ashley Park.

Mr. Berube stated that is the same situation. The only place that the CDD has responsibility within Ashley Park is the block in the center that surrounds the pool.

Mr. O'Leary stated I have a concern with the pool. There is a parking area for people using the pool. Is that covered by the HOA or the CDD?

Mr. Berube stated if you notice, the signs say it is parking for pool users only. However, it is exceptionally difficult to police.

Mr. O'Leary stated I believe it is a safety hazard where the cars are parked. The safety hazard is the three concrete blocks in front of each parking space so cars do not go onto the sidewalk or landscaped area. Those concrete blocks present a hazard to anyone walking. If you are walking in the street to the pool to Harmony Square South, these

blocks are a tripping hazard when it is dark. I called the CDD, and they said it was the HOA's responsibility. I emailed my HOA management representative, and I did not receive a response. Who is responsible for this area? Can someone just look at it? They should have reflectors or be painted orange. It is a very simple solution.

Mr. Berube stated we could paint them yellow, like you see in many parking lots.

Mr. O'Leary stated yellow is fine. My brother lives across the street, and we walk back and forth. They are a hazard.

Mr. Berube stated Mr. van der Snel manages field services for the CDD. I think you have a valid point, and I do not think anyone on the Board will argue that point. We will get some bright yellow paint and paint them yellow forthwith.

Mr. O'Leary stated even if someone can look at it and see what I am talking about.

Mr. van der Snel stated we can paint them.

Mr. Berube stated that is not a problem. I think it is a good idea. It is something you do not think about until someone brings it to your attention.

Mr. O'Leary stated I use that area every time I go across the street. Thank you for taking care of that.

THIRD ORDER OF BUSINESS

Approval of the Minutes

A. November 17, 2016, Audit Committee Meeting

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

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the minutes of the November 17, 2016, audit committee meeting, as presented.

B. November 17, 2016, Regular Meeting

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

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, unanimous approval was given to the minutes of the November 17, 2016, regular meeting, as presented.

Mr. Farnsworth stated I have a comment on the content of the minutes, which is separate from approval. The approval of the minutes is as transcribed, that they contain no errors. In the section on the canoe launch facility, it says that something is developer owned. What are we talking about that is developer owned?

Mr. Berube stated the lake: the water and the lake body.

Mr. LeMenager stated and the land surrounding it.

Mr. Farnsworth stated not the dock itself.

Mr. Berube stated that is correct, but because the dock touches the water and the bottom of the lake and property other than ours, that dock will be affected by developer-owned property.

Mr. Farnsworth stated I merely wanted to clarify what was being said as being developer owned.

Mr. Berube stated what the new dock addition is going to touch is developer owned.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Oath of Office for Newly Elected Supervisors via the General Election

Mr. Moyer stated since Mr. LeMenager's term has ended, I will ask Mr. Bokunic to join the rest of the Board. On behalf of Severn Trent, I want to thank Mr. LeMenager for his service. It has been a wonderful experience, and I enjoyed working with you. We had an election in November, and three members were elected to this Board: Ms. Kassel, Mr. Bokunic, and Mr. Farnsworth. For the record, I am a Notary and as such, can administer oaths of office.

Mr. Moyer administered the oath of office to, Ms. Kassel, Mr. Bokunic, and Mr. Farnsworth.

Mr. Moyer stated I will ask you to fill out the oath of office that I will notarize, and we will make it part of the minutes of this meeting. Your title is Supervisor of the Harmony Community Development District.

Ms. Kassel stated I received something that said I have to send in \$10.

Mr. Moyer asked did Mr. Bokunic already sign this oath when you qualified? Did they give you a commission and on the back is the oath of office?

Mr. Bokunic stated no, I just sent in the check. It had nothing on the back.

Mr. Moyer stated since we have a new Board member, I will ask Mr. Qualls to review a couple cornerstone Statutes of local government in the State of Florida dealing with the

Sunshine Law, the Public Records Law, and how you communicate and do not communicate.

Mr. Qualls stated congratulations, Supervisors. I will distribute some material to each of you. The first memorandum is an overview of what a community development district is and answers a lot of questions. The first three pages are questions and answers. The rest is a more detailed legal analysis. The most important concise way I could say it is, this District has one purpose: to maintain the District's infrastructure at high quality over the long term. This District also does parks and recreation. That is the only purpose of this District. As you review this information, do not hesitate to contact us. The second memorandum is an overview of two cornerstones of being a government official in the State of Florida. The first is the Sunshine Law. The essence of the Sunshine Law is that two or more members of this Board may not have a meeting outside of the sunshine. It sounds pretty simple. Two or more members of this Board may not have a meeting outside of a meeting that has been advertised and made open to the public. That is very clear. After this meeting is over, you may not meet with another member to discuss something that will come up in next month's meeting. That is a violation of the Sunshine Law. That is obvious. Where it gets a little more interesting is when people say they know they cannot meet with, say the Chairman, between meetings to discuss business that will come before the Board, but can I send an email? No, because the Attorney General has opined that the sending of an email and the receiving a response could constitute a meeting, and you could have a Sunshine Law violation. What about posting things on Facebook? Can you post things on Facebook talking about what is coming up at the next meeting? No, you cannot because that can constitute a meeting, as well. I have tried to make this simple and straightforward and include some examples. What I always come back to is what my grandfather always said: if you have to ask, then it is probably wrong. That is the safest guide that I can give you. If you have to ask if your communication with another Board member will violate the Sunshine Law, just do not do it until you get clarification from the District manager. You can request information and receive information, but if you do that through the manager, that is an extra stop-gap to make sure there is no violation of the Sunshine Law. It is important to remember that violations of the Sunshine Law and violations of the Public Records Law could be criminal. I want to make that clear. It is serious, and it is my job to scare you a little. Just

follow the simple rule not to communicate with another Board member outside of a publicly noticed meeting, whether by email, text message, or other.

Mr. Bokunic asked what if we are not talking about anything to do with the District?

Mr. Qualls stated then technically it would be fine. The problem is, members of the community see the two of you talking, and they start to wonder. Leon County Board of County Commissioners will have a retreat. They will not talk about any business and they will invite the press and public. To me, though, if you have to ask that question, it is better to avoid it altogether. That does not mean that you cannot talk with your constituents. That is your job. You can have as many meetings and share as many of your opinions as you want with your constituents. What you cannot do is discuss with another Board member anything that may come before the Board at a future meeting, unless you are at a publicly noticed meeting. The Public Records Law starts on page 3. If you look at that Statute, it says that any record you make or receive dealing with Harmony CDD business is a public record. My firm represents many public officials, and I will receive the most ridiculous questions. (1) "What do you mean that is a public record? I sent that from my private email account." If it was about government business, then it is a public record. (2) "I texted. That is not a public record." Yes, that is a public record. It does not matter which medium you use. If you are writing a note or sending an email or text or using a carrier pigeon, any communication you sent and any record of a communication you sent in Florida is a public record. Some things are exempt. In Florida, you start with the proposition that all records dealing with Harmony CDD are public records unless an exemption applies. Those exemptions are for things like social security numbers, credit card numbers, and bank accounts. Each exemption has to be approved by the Legislature and has to be in the Statute. Keep that in mind. Rely on your manager who is the custodian of all the public records. We always say to use the email address that the District will provide to you and try to just use that email address for your communications about District matters. It gets tricky. In the last presidential election, Ms. Hillary Clinton said that she did some of her communications on her home computer but that it was safe and nothing happened. That is still communication. Any record is a public record. Where you get in trouble and what we always have to be cognizant of is, there are law firms that have cropped up across the State. Mr. Joel Chandler comes to mind. He makes his livelihood and his entire business on suing public governments over public

records issues. I have included some examples. One place where a suit was successful, the person requested the public records, and the government said they would be happy to provide them and asked who the requestor was first. You have committed a violation. It does not matter who is making the request. The government cannot say that you received their request but now they need to call someone else to deal with that. Any public records request you receive, send it to the District manager. The government cannot say that you received their request but they need to fill out a checklist before providing the records. You cannot do that. No matter how someone requests the record, if it is verbally or in writing, get that information to the District manager so that the manager, who is the custodian of the records, can properly respond to that public records request. The reason this industry has cropped up in the State of Florida is, if a government fails to provide the records, the Statute says that the person who did not receive the records could receive attorney's fees. That pays the bills for these attorneys who try to get governments that do not to reply to the public records request. The best thing to do if someone requests a public record from you, send a response to acknowledge the request and that you will provide any applicable records that we may have. Do that right away. Then send the request to the District manager. We will review it. The law does allow time to review it. Governments do not have to stop everything they are doing to just respond to public records requests. The government will acknowledge the request and indicate it will respond with any applicable records. If it will take time to review the records and redact information, then the government can say it will cost x amount of time at y hourly rate to review and get all these records together. Once the government is paid, then it will start compiling those records. That is perfectly lawful. What you do not want to do is ignore it and hope it goes away. That is where we find ourselves in trouble. I know it is a lot of material, but I encourage you to read through it, especially the information on public records. That is the most important one to me. If you have any questions, call my office or send me an email or mention it at the next meeting.

Mr. Berube stated it is safe to presume that when you use our CDD.org email addresses, that goes across the server at Mr. Moyer's office and creates a record that is kept forever. If public records need to be drawn on any of these email addresses, it would be done by Mr. Moyer's office going into the server maintaining all the emails.

B. Consideration of Resolution 2017-03, Recognizing Mr. Mark LeMenager
Mr. Moyer read Resolution 2017-03 into the record.

On MOTION by Ms. Kassel, seconded by Mr. Walls, with all in favor, unanimous approval was given to Resolution 2017-02 recognizing Mr. Mark LeMenager with the Board's deepest appreciation.

Mr. LeMenager stated thank you all very much. Congratulations to Mr. Bokunic.

C. Consideration of Resolution 2017-02, Election of Officers

Mr. Moyer read Resolution 2017-02 into the record by title.

Mr. Moyer stated your current Board structure is that Mr. Berube serves as Chairman, Mr. Walls serves as Vice Chairman, the rest of the Board members serve as Assistant Secretaries, I serve as Secretary, Mr. Bob Koncar serves as Treasurer, and Mr. Stephen Bloom serves as Assistant Treasurer. If you want to keep the same structure, you can do that by motion, adding Mr. Bokunic as Assistant Secretary. Or we can go through these one at a time if you want to change the officer structure.

On MOTION by Mr. Farnsworth, seconded by Mr. Bokunic, with all in favor, unanimous approval was given to Resolution 2017-02, election of officers keeping the same officer structure and adding Mr. Bokunic as Assistant Secretary.

FIFTH ORDER OF BUSINESS

Subcontractor Reports

A. Landscaping: Davey Tree

i. 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.

Mr. Mansfield stated one thing that Mr. Qualls said about the District having one purpose resonated with me, and I want to reiterate with Davey and anyone who works with us that we also have only one purpose, which is to make the landscaping the best that it can be. Second is to communicate with our clients the best that we can. I want to share that with you because I am personally responsible for that and want to make sure that happens. I think over the last couple months of hearing comments back and forth that it is obvious there were concerns that some of that was not happening. I want to bring that out into the open and to let you know that the one area I really feel we need to resolve, where I have had numerous conversations with Mr. van der Snel, is the communication on the management level. I think that ultimately is something Mr. van der Snel wants to

see where he does not have to do as much work, and that is what we are discussing. I originally put someone in place to do that, and it was immediately quite obvious that it has not been happening over the past 30 to 45 days. I have been interviewing for a person at the management level to come in to take over that position. I think it is only fair to you and to me to have someone who can be here on a daily basis. It was great working with Mr. van der Snel today with my sod guy, walking through together. That needs to continue to happen. I have exhausted local talent as far as interviewing people. I have made an offer to someone at Davey who has managed HOAs for us. He has managed the Ave Maria contract, so I gave him an offer today. I am hoping that by Monday he will tell me if he has accepted the offer or not. After that, I talked with Mr. van der Snel for his opinion. I would like to look at someone from the northern locations of Davey down if this person does not accept the offer. We have an abundance of talent in our northern areas. The only difference would be the plant material. When I talked with Mr. van der Snel, we believe it is a leadership issue more than anything else. If we get a true leader who is already experienced and already at that level or above, we would be better off. If this person does not accept the current offer, then that is the avenue I will take so that we can have someone in place the first week in January. I will reach out to my supervisor who is going to help me get someone from the north because he has greater contacts with that area than I do at this point to make that happen. That is the focus of my attention right now.

Mr. Berube stated to be clear, we are talking about replacing Mr. Duquon Bennett.

Mr. Mansfield stated I am talking about not really replacing him. I want to place a person in his position, and I am going to leave him here.

Mr. Berube stated you are talking about replacing his position with a different person.

Mr. Mansfield stated yes, at a higher level.

Mr. Berube stated the job he is doing will be done by a different person.

Mr. Mansfield stated yes. I am adding one more position. Right now, we have five people because someone quit. I am leaving that open until I hire this position, so he will be the sixth person to join the team. I think that should work out fine because that is the type of person to whom I can transfer the budget and all operations and quick answers. I think that is what you are looking for.

Mr. van der Snel stated yes.

Mr. Mansfield stated he will be doing the communications and follow-up. That is where we are on that side. The other side is the actual maintenance. That is one area where Mr. Bennett has done fairly well. He has obviously not done as well as we thought on the management side. I have seen a lot of the improvements where we know we need to be. Right now, we are going through the final steps in the ground-zero list. We had a really good meeting with Mr. van der Snel and the sod guy, and we laid out anywhere we needed sod to be done. We looked at it from what really was the responsibility of Davey where we had chinch bug activity and those kinds of issues versus where we have tree roots or overhanging trees that do not allow enough sunlight, to areas with construction issues. Some areas are being torn up to replace an irrigation line or a sprinkler head. We went through everything, so we have a complete list of what we are doing with the sod. I originally started out with the purpose of Mr. van der Snel and me discussing the schedule during the summer when it is too hot to replace everything to wait until winter. We are still in that mode to have that happen. Instead of having 10,000 square feet as we originally thought with 5,000 for us to replace and 5,000 for the District to replace, it is more like 15,000 square feet. With everything going on, I have already set up and signed an agreement on our side, which will come in on Monday to remove 15,000 square feet of sod and to replace it. Monday and Tuesday, or Wednesday at the latest depending on weather, all the sod will be replaced. There are still areas where we will continue to look at. I will work with Mr. van der Snel on additional areas that have roots and things of that nature. Then I can give you an update next month on how to handle those areas.

Mr. Berube stated to clarify, the 15,000 square feet of sod that you are going to replace is at Davey's cost.

Mr. Mansfield stated that is correct. I increased it from 5,000 to 15,000.

Mr. Berube stated I heard some conjecture from Mr. van der Snel today that there might be 30,000 square feet of damaged sod in some way.

Mr. Mansfield stated after we replace the 15,000 square feet, there is almost that amount or 16,000 square feet of sod that needs to be replaced or looked at. The reason it will not be done in some areas now is because some areas are where people park cars and are walking across it. They continue to kill the grass. It is not in the District's best interest to put that sod back because we will have to do it again in six months.

Mr. Berube stated I presume you will say that will be the area outside Lakeshore Park and probably the outer zones along Cat Brier, Five Oaks, and Schoolhouse Road.

Mr. Mansfield stated yes, I took some pictures today and will put it together for you so you have an idea of what I am saying. It is my desire to have my sod guy with me next month to explain anything or answer any questions you have so we can get that resolved.

Mr. Farnsworth stated the various sod replacements you are mentioning are listed. Most of them are listed for December. Whenever you take an action that has anything to do with the completion should include a note as to what you did or what you encountered or issues or problems so that we can see what is going on when we get this report.

Mr. Mansfield stated yes. That is one of the management communication issues that I am talking about. That person will be responsible to update this every Friday for you.

Mr. Farnsworth stated the Board will not see it every Friday. Mr. van der Snel will.

Mr. Mansfield stated if you have any questions, Mr. van der Snel will have it for you.

Mr. Farnsworth stated we will see it in the monthly agenda package, which is where I want to see it. Collect it over a period of a month, but we want to see it.

Mr. Mansfield stated yes, that makes good sense. We finally got the magnolia tree installed.

Mr. Berube stated I was watching that. When it got to be the end of last week and it was not there yet, I was preparing my speech for tonight, but you took care of it.

Mr. Mansfield stated a lot of issues happened with that tree. Unfortunately, there was an accident when we picked up the tree. I picked up a tree for Harmony and one for Celebration, and after the accident, I had to replace those trees. It was delayed for that. Then we also had an accident with a driver who was coming here to finish the tree trimming. I am down to three tree trimmers because the others were in the hospital. It has been unfortunate for us.

Mr. Berube stated sometimes a simple thing like one small tree will give you plenty of heartburn.

Mr. Mansfield stated yes. Most of the items on the list are complete. I think the only thing we have not done that I am trying to locate is the mimosa. I tried six different places over the past two weeks, trying to get mimosa. Unfortunately, no one has it at this period in time.

Ms. Kassel stated I may have a supplier if you will contact me via email. It might be someone you contacted already, but it is someone I got some from last year. They seemed to have plenty.

Mr. Mansfield stated I will be happy to contact you. We already removed everything, and we just want to install it. I had Mr. Moyer's list of things that we have done. I found Mr. John Rukkila's folder with all the backup information. Today, I walked those areas, and I will send you a copy of his original bid sheets. I will let you know what I see is complete and not complete on those lists.

Mr. Moyer stated add Ms. Kassel to that email.

Ms. Kassel stated I have not completed my search in my own records to review what was proposed and installed and then has not survived and needs replacing. I am in the process of compiling that list. I am also reviewing the areas where they were installed for current updating.

Mr. Mansfield stated when your list is complete, let me know. I will be happy to take care of it.

Mr. Berube stated your report calls a concern in several places about irrigation and the quantity of irrigation hitting the ground and plants. I understand you met with the sod guy today. Was there any conversation about sod being too dry or too wet?

Mr. Mansfield stated some areas are still too dry. It is not a case where the water is not getting there. It is individual areas that get more sun than other areas in the same zone and are not getting enough water. We had a meeting about that today. Until I get a new person here, the sod guy will come to every meeting and will give a list to Mr. van der Snel of any areas he sees like that.

Mr. van der Snel stated every communication that has to do with irrigation will go through email or text, just like we requested before. That avoids finger pointing. We have the means to fix irrigation within 30 minutes.

Mr. Berube stated whenever you have a landscaper involved, they will say an area is too dry or too wet, and everyone goes back and forth. That is a standard response. You either have dollarweed growing and everything is dry and dead, or you have chinch bugs. One of the things that was started was tin cans going in irrigation zones. We did a couple zones like that and found some weak areas and light areas. That all went away. My suggestion is when Mr. Jeff Borieo is out checking zones, I think we would be happy to

figure out what is going on. We can target whatever you tell us. You tell us how much water you want, and we will run the zones into the irrigation-measuring cans to make sure it is correct. Is that fair?

Mr. Mansfield stated that is absolutely fair. What we discussed today is getting to that level. In the meantime until I get someone here, I will have someone else help get that information.

Mr. Berube stated I think it is a standard amount of water you want, such as one inch per week over two cycles.

Mr. Mansfield stated right now as dry as it is, I think it needs to be three cycles. Generally, if it was a perfect condition, it would be two times each week.

Mr. Berube stated I do not think anyone on the Board will argue. Our water use went up tremendously this month, but that is because prior to that, we had rain. If you look at it year to year, the months are pretty much balancing. Historically zone for zone, we are right about on target. If that is not enough, for things like new tree growth or plantings or new sod, we have someone who works full-time checking this system and to be sure that you do not tell us it is too dry or too wet. Your people notice. Davey is the expert, so if a tree is going bad, you need to tell us. If a tree dies and you have not said anything, we are going to want to know why. It is the same thing with the sod. The Davey crews are out there every day. Our staff is, too, but we are not on the grass.

Mr. Mansfield stated we are human and might miss something sometimes, but that is why we cover for each other.

Mr. Berube stated if we have a hot spot, we need to know as soon as possible. Your crews are out here all week picking up trash and cutting the grass. If they see something, they need to tell us. We are happy to fix it. We do not want to wait until everything is dead and then you tell us we have a problem. It does not work that way. I think you are learning in dealing with us that we are cooperative, but do not wait until it is too late.

Mr. Mansfield stated I totally agree.

Mr. Berube stated we have irrigation-measuring cans. That will go into effect as soon as Mr. van der Snel can get it into the schedule. I know the Davey sod guy will be around. We will take input from everyone and move forward.

Mr. van der Snel stated we discussed today that the Estates needed attention.

Mr. Berube asked do you mean the plantings in the big brown areas?

Mr. Mansfield stated it was really overgrown and limbs were down. Mr. Bennett cleaned those three areas, and now it looks like a big, open area. To just add mulch to that area and have debris fall in those areas compared to the other areas that have nice plant material, it looks totally different than the other areas that are open. I want to offer a thought that if you want to do something in that area to make it more of a resident-friendly area, that is up to the Board.

Mr. Berube stated I think we would all agree that it is barren in there, but for most of a decade, no one has lived in that area. Now, things have come alive, and residents live there. I think they deserve the same landscape quality that everyone else has. Thank you for pointing it out. We will run this budget pretty tight this year because of several things we already have going on. Now that it has been brought to our attention, maybe next month, we will see where we are in the budget and possibly request a proposal.

Ms. Kassel stated it is difficult to grow anything under oak trees.

Mr. Walls stated I am not necessarily opposed to landscaping it, but I thought it was left open on purpose, like a scrub-looking area.

Ms. Kassel stated it looks really nice that way.

Mr. Walls stated I thought it was part of the ambiance with leaves coming down and filling up the area.

Ms. Kassel stated natural Florida.

Mr. Walls stated yes.

Mr. Berube stated maybe it is.

Mr. Walls stated I thought that was the whole point.

Mr. Mansfield stated that is why I brought it to your attention.

Ms. Kassel stated we will look at it and review it next month.

Mr. Berube stated we have not received any complaints. Mr. Mansfield's observation is not necessarily a complaint. I am just pointing it out.

Mr. Walls stated honestly, if I lived there, I would rather it look like the top picture than the bottom one.

Mr. Berube stated we will all think about it, and next month, we will decide whether or not to do any changes. Natural is okay. It looks better now that he cleaned it up, no doubt.

Mr. Farnsworth stated where you say you are going to hide completed items on your spreadsheet, note my comment to do that only after you show us at one of these meetings that it was complete. Do not hide it before, which you did this time. I will point out the items that the Board granted were completed last month. Some things disappeared from the list because they were hidden. Are all of them complete? Does Mr. van der Snel agree that they were completed?

Mr. van der Snel stated yes, we reviewed this together.

Mr. Farnsworth stated you may have reviewed it with Mr. Mansfield, but the Board never saw it. Before you delete anything off the list, show us in a monthly report that those items are completed.

Mr. Mansfield stated I should have just marked them complete and then hidden it.

Mr. Farnsworth stated once the Board has acknowledged that they are completed, then you can hide them from then on. If they have not been completed before last month's meeting, then this month, you show us what is completed.

Mr. Mansfield stated what I am trying to say is that working during the month, I will hide it. I will also have it marked complete when I send it to you.

Mr. Berube stated at least one cycle, show that it is complete. Then the next month, the completed ones can be hidden. This should end this month for all items.

Mr. Mansfield stated yes.

Mr. Farnsworth stated next month, he will show what is complete.

Mr. Berube stated yes, it will show completed and then it is done. At that point, this ground-zero list should disappear.

Mr. Farnsworth stated the ones that remain this month should be checked off as completed next month.

Ms. Kassel stated some things are not on that list, such as replacement of the fringe trees and ferns.

Mr. Berube stated we will have a ground-one list coming up.

Ms. Kassel stated yes.

Mr. van der Snel stated the purpose of the ground-zero list was a place to start. Then every Friday or one day during the week, we do a drive-through with the landscape manager for an immediate action list. We are not going to post it but just go from there. If

that is still not working, I will notify the Board that I am getting lists every Friday, and I have to constantly chase it.

Mr. Berube stated Mr. van der Snel has a list of notes where you are keeping track of things. I do not think you are keeping it all in your head.

Mr. van der Snel stated yes.

Mr. Berube stated perhaps roll it into a note like this.

Mr. Farnsworth stated you can add your own comments to this before it is submitted to us.

Mr. van der Snel stated the purpose of the ground-zero list was to have a place to start since we needed to start somewhere.

Mr. Berube stated Mr. van der Snel manages this on a day-to-day basis. If you are happy with what has been stated here tonight, I am okay with letting you proceed. We will see what happens.

Mr. van der Snel stated it is still in process.

Mr. Farnsworth stated on the portion that is shown, two items disappeared. One was from December. Are you claiming that it is completed?

Mr. van der Snel stated yes, we replaced the sod that was troubled in front of the sun dial park, and we replaced it with jack frost and jasmine. The grass just would not grow there. We tried it three times.

Mr. Farnsworth asked what about the azaleas on Cat Brier? Is that complete?

Mr. van der Snel stated yes.

Mr. Farnsworth stated the one right above it was tacked on to the end of last month's report. When you look at it, it appears to be a duplicate of the mimosa. Is that the reason it was dropped?

Mr. van der Snel stated yes.

Mr. Berube stated Mr. Mansfield is talking about replacing people, possibly with someone from up north. It is a week before Christmas. Realistically, no one is going to move here during the holiday period.

Mr. Mansfield stated in the first week or two of January, we could get someone here by that time. I have already started that process rolling so it will not be a cold call now. I started it even before I made the offer to the person at Ave Maria.

Mr. Berube stated for the benefit of the Board, last month, we asked Mr. Moyer to send a letter to Davey in Ohio that brought a response from a couple people in Ohio.

Mr. Moyer stated the response was immediate, for the most part. I sent it on Tuesday, and their vice president was down here on Wednesday, trying to meet with Mr. van der Snel and Mr. Berube on Thursday. That did not work out because of scheduling, but he was here.

Mr. Mansfield stated he was here for his normal three-month visit. It worked out. The timing was great.

Mr. Moyer stated they were responsive.

Mr. Berube stated I was in Atlanta or somewhere, and Mr. van der Snel was going on vacation. So it was the perfect moment to meet with the vice president. The response was fast. I am sure some of that led to giving Mr. Mansfield some openings to make some changes.

Mr. Mansfield stated I would like to say that it did, but this was all in process. My budget for 2017 included what I am doing now and everything of that nature. On Wednesday night, I meet with the Celebration CDD Board, and on Thursday night, I meet with you here. Every Friday, I have to present all this information to the president, vice president, and every branch manager. It is not that he was not already aware of it. It was nothing new to him, which is why I responded back. We work as a team. That is why I sent the letter and sent a response to Mr. Moyer before the vice president did. I do not mind that at all. It does not change what I am going to do. I am just glad I have someone to support me. That will help tremendously. That is why we are big and can do that. I am glad you did what you felt was necessary. We will get it done.

Mr. Farnsworth stated the lawn mowers are rutting and leaving tracks simply because the mower goes in the exact same pattern every time.

Mr. Mansfield stated the sod guy and I discussed that today, and we are going to teach them how to do something different to take care of that.

Mr. Farnsworth stated this is one example, but it is widespread.

Ms. Kassel stated it is everywhere.

Mr. Berube stated we understand what happens. The guy doing the mowing takes the quickest, easiest path every single time.

Mr. Mansfield stated in certain areas, there is no other way. In that area, there are other ways to do it.

Mr. Berube stated we are hearing reasonably good things this month.

Mr. Walls stated I gave you a hard time last month, but I am taking it away this month. I do not care where you get the new person from, as long as they work well and can do the job.

Mr. Mansfield stated I did the same thing in Celebration by bringing someone in like this. In that case, it worked perfectly. Unfortunately, it did not work the same way here. I promoted that person to a management position that was a little higher than what Mr. Rukkila had. People react differently to their positions, and Mr. Bennett was just not able to step up and do it. So we will make that change.

SIXTH ORDER OF BUSINESS

Developer's Report

A. Waterside, Parcel O

Ms. Sambuca stated we are getting very close on this parcel with Meritage, who is doing their due diligence. We anticipate closing at the end of this month for building in the first quarter of 2017.

Mr. Berube asked is this still a construction area, so should people be told that kids should not play in the park?

Ms. Sambuca stated while it looks finished, there are still a few things being done with sod. The roads need to be swept. We have our final walk-through next week. People can use the park. It is available for resident use. It is not necessarily a construction zone, but we will be wrapping it up next week. I would ask people to hold off if they can.

B. Playground Equipment

Ms. Sambuca stated the playground equipment has been installed in those two parks: a swing set, a climber, benches, and doggie pots. That section is being completed.

C. Lennar

Ms. Sambuca stated Lennar will be closing on the remaining 19 lots within H-1 – Hawthorne – and F – Cherry Hill. Seven remain in H-1. The middle section has 35-foot lots, and they will be closing tomorrow.

D. Town Hall Meeting

Ms. Sambuca stated as a reminder, the town hall meeting is Thursday, January 19, 2017, at 6:00 p.m. in this room.

E. Site Map

Ms. Sambuca stated before the meeting, Mr. Farnsworth approached me for a site map for the website. If you let me know what you are looking for, Mr. Steve Boyd or I can provide it to you. The street name map that is on the website now that Mr. Boyd produced for you is the latest version. If you are looking for something different, let us know. He does our maps for us.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Engineer

i. Canoe Launch Facility

Mr. Berube stated I spoke with Mr. Boyd earlier today. The replacement of the dock facility in front of the kayaks and the canoes is going to require going back to the original permit and redoing it. Mr. Randy Austin did the original permit with SFWMD. That will require a signature from the developer and between \$1,100 to \$1,500 in permit fees from the District. Realistically, the permit process with SFWMD will take about 60 days. It could be a little less or a little more. We do not have much choice. I think we heard from Ms. Sambuca last month that it should not be a problem with the developer signing the permit as the owner. Mr. Boyd will handle all that and move forward. We do not have much choice because we need to fix it.

ii. Status of Butterfly Drive Park

Mr. Berube stated the County is not going to move from their position.

Ms. Kassel stated I talked with Commissioner Fred Hawkins, Jr. a couple weeks ago, and he said that it would not be a problem and we would not be required to install trees.

Mr. Berube stated Mr. Joe Johnson has a different opinion.

Ms. Kassel stated I will talk with Commissioner Hawkins again.

Mr. Walls stated Commissioner Hawkins cannot tell their staff what to do.

Ms. Kassel stated I am going to ask him why he told me that, if that is not the case.

Mr. Berube stated we originally approved \$42,855 for that project. Included were 11 oak trees and 32 crepe myrtles. We budgeted for 43 trees, at a total of \$10,850. Our latest demand from the County was for 34 trees at about \$500 each, or \$17,000. That would add \$6,150 to our budgeted amount for trees. That is taking Davey's quote at face value. Perhaps there are some nurseries or tree companies around that would like to sell us 34 oak trees that are over 10 feet tall with a three-inch caliper for less than \$17,000. That is the only thing holding us up on final permitting of this park, for us to say "yes" to getting

the tree plan drawn by a landscape architect, probably Mr. Kent Foreman at a cost of about \$200, adding that to the permit request, and sending it to the County.

Mr. Farnsworth stated a point of edification for me. Where did the rules about the number of trees come from? Are they written down somewhere?

Mr. Berube stated yes, Osceola County sidewalk beautification.

Mr. Moyer stated it is part of their land development code.

Mr. Farnsworth stated I find it fascinating when you go to develop an area that all of a sudden, you are required to install more trees than were there to begin with. That makes no sense to me.

Mr. Berube stated when you pour a sidewalk, you are making an improvement. Part of the improvement is the number of trees. They have requirements. Remember the sidewalk width discussion?

Mr. Farnsworth stated yes. Some of this is not logical.

Mr. Berube stated I know. If you are a developer, a builder, or a CDD that is putting in a sidewalk, they want you to spend all your money to make it look good. We can argue about it all day. We knew we were going to have to plant some trees. We thought we needed to install 43 trees. The end requirement is 34. The change is that we cannot plant \$150 crepe myrtles. We have to plant \$500+ oaks or other canopy trees.

Mr. Farnsworth asked what are the main trees on Cat Brier Boulevard?

Ms. Kassel stated live oaks.

Mr. Berube stated they have to be canopy trees, such as live oaks along the main boulevards or sycamores on the interior streets. That is what the County wants. I am of the opinion that we can get a better deal, maybe through Davey, from someone else who wants to sell and install \$17,000 worth of trees. Maybe we can, and maybe we cannot.

Ms. Kassel stated Mr. Moyer had sent an email to Mr. Brian Smith when I copied you on the proposal from Davey, saying this was considerably higher than we anticipated.

Mr. Moyer stated he did respond to me. I misunderstood that the issue had been taken care of based on our discussion at the last meeting. If not, I will ask him again.

Ms. Kassel stated yes. Mr. Mansfield came back with another quote, but it was not for trees that would comply with the requirements. It did not really do us any good. They have to be three-inch caliper trees at breast height, and 10 to 12 feet tall when planted, not just 10 to 12 feet tall.

Mr. Walls stated in terms of this project, my concern is the same one that I had last month: the cost is expanding. We had a certain budget that was coming out of the capital projects fund. The playgrounds we are putting in are costing more than we initially anticipated. There is going to be a delta between what is left in that fund and what this sidewalk project is going to cost. Before I am comfortable in moving forward with this, I want to see what that delta is to see if it is worthwhile, in my opinion, to continue. Mr. LeMenager made a good point last month when he said if this tree requirement and the other issues we face are going to push this over that tipping point, then there probably is some merit in going back to the residents and telling them the County government requirements are making this too costly and you need to take this up with them because it is their fault.

Mr. Farnsworth stated I tend to agree with you.

Mr. Walls stated that is where I will stand on this. I never thought the sidewalk was vital anyway.

Mr. Farnsworth stated it is a good idea.

Mr. Walls stated yes, but it needs to be economical.

Mr. Farnsworth stated yes.

Mr. van der Snel asked are the requirements the same for a shell path like we have on the side of the dog park?

Mr. Berube stated yes. You do not want to be cheap and put a shell path in front of people's houses.

Mr. van der Snel stated it might change the name from a sidewalk to a pathway.

Mr. Berube stated it is a sidewalk now. The permit is already there. That is what they will not walk away from. The big mistake was putting out that we were going to pour a sidewalk. It should have been called something else: a park, a walk path, or a running trail. Anything other than sidewalk would have been approved. Now the permit that is there says sidewalk. They will not move on it.

Mr. Walls stated I want to see a reconciliation of these costs and what we have left in that fund once we hone in on what the cost will be.

Mr. Berube stated I am as irritated and perturbed about the way the whole thing is going as everyone else is. However, we get a lot of benefit from our parks. People use them, they like them, and they like all the equipment. There is a big demand for them.

The sidewalk around Long Pond gets a tremendous amount of use. It astounds me how many people walk around that pond on that sidewalk. When you live there, you see it. I think we get a lot of benefit. I think we have taken to going with people's wants for recreation. I still think it is a good move to put that in and ultimately develop it as a park area.

Ms. Kassel stated we need to get an estimate on the trees and revisit this next month.

Mr. Berube stated we have \$10,850 as part of the originally approved budget for this sidewalk. If we can buy 34 trees that meet the specifications for \$10,850, is everyone comfortable?

Ms. Kassel stated there is no delta for that amount.

Mr. Berube stated we will not touch any other money.

Mr. Walls stated it still will not be enough money in the capital projects fund.

Mr. Berube stated yes there is because we have not touched any of this yet.

Mr. Walls stated the playgrounds that are being installed are costing more than we had budgeted.

Mr. Berube stated yes, and the place where that overrun is probably going to have to come from is miscellaneous landscape or some other movement from reserves.

Mr. Walls stated in total, we are spending more money than we had allocated. Something is going to have to give because of that.

Mr. Berube stated yes.

Mr. Walls stated I want to make sure we are comfortable with whatever has to give before we do that.

Mr. Berube stated we still have not exhausted available funds in the budget to do everything we agreed to so far to include this park, the two playgrounds at H-1 and H-2, and another overrun that we knew was coming, which I forget what it is right now. We have \$25,000 in miscellaneous landscape, and that would be the line item where the money is transferred from without touching reserves if we decide to go that route. What I am hearing is that we need another estimate on trees.

Ms. Kassel stated maybe two.

Mr. Berube stated I will ask Ms. Kassel to handle that since you started the process.

Ms. Kassel stated we will get estimates from elsewhere because Davey has already given us two estimates. One was really high, and the second was brought down to a more

reasonable cost but did not comply with the requirements. It is time to look into other options. Mr. van der Snel and I will work on this.

Mr. Berube stated next month, we want to see an accounting of what we have on the table already for the two playgrounds and this park. I thought we were expecting another one.

Ms. Kassel stated not from the construction fund. We spent too much on the Blazing Star Park.

Mr. Berube stated yes, that was prior to knowing all this.

Mr. Moyer stated we are looking for 34 canopy trees.

Mr. Berube stated yes, three-inch caliper at breast height and 10 to 12 feet tall when planted. Mr. Moyer can look at what is pending in these areas so we know what money is available.

B. Attorney

Mr. Qualls stated I received an email from Mr. David Evans who represents the developer regarding neighborhood O-1. I guess what happens is when it is raw land, the District gets a blanket easement over the entire raw land. This would be the ninth amendment to that drainage easement. Once the land is platted, the easement is revised to remove a portion of that easement. I have the ninth amendment of the drainage easement for the Board's consideration. I reviewed it and do not see a problem with it. I will ask the Board to approve this for the Chairman to execute.

Mr. Berube asked is this normal?

Mr. Moyer stated yes, it is. The plat is what governs. When you develop raw land, you do not know with certainty where all the things are going. So they grant blanket easements. When the plat is done, then they vacate the blanket easement.

Mr. Qualls stated Mr. Evans indicated that the CDD was granted, very early in the development of Harmony, a blanket easement over the lands within the District. The drainage easement provides that it will be released from lands as they are platted. Accordingly, as neighborhood O-1 is being platted, this amendment needs to be executed to accomplish the release of neighborhood O-1. When the plat is recorded, they will include the plat recording information.

Mr. Berube asked this requires a signature?

Mr. Qualls stated yes.

Mr. Farnsworth asked does this require a motion?

Mr. Moyer stated you are giving up a right, so I think you ought to do that by motion.

On MOTION by Mr. Farnsworth, seconded by Mr. Bokunic, with all in favor, unanimous approval was given to the ninth amendment to the drainage easement related to neighborhood O-1, as reviewed by legal counsel, and for execution by the Chairman, as discussed.

Mr. Qualls stated we have the executed agreement for neighborhood I that you requested we complete last month.

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.

Mr. Farnsworth stated last month, it was reported that the water spigot was replaced with a “professional water station.”

Mr. van der Snel stated I trusted Toho Water Authority too much. The problem is, there is a water spigot underneath the flag poles. They cannot find the water meter or a water shut-off for that spigot. It is also for the water station in the park. I spent four or five hours on it already. We wanted to make it look nicer, but I told the guys to just cover it with dirt because it is a dead end in many ways. I usually do not give up, but this had taken a lot of time.

Mr. Berube asked why are we trying to fix it? Does it leak?

Mr. van der Snel stated when it starts leaking or we have a break, we have a problem because we do not know how to shut it off. That makes me nervous if I have a water line where I do not know where the shut-off is. I know it for every other place on the property, but not for that location.

Mr. Berube stated call 2-1-1, which is the underground locate company. They will not do it for free, but ask them how much it will cost to have them ultrasound that back to its meter. It cannot be much money. Toho Water Authority will not do it, but 2-1-1 does the utility locates. Most of the time, it is free if you are going to dig. But just be straight with them and tell them that we need to figure it out. They have the ultrasound that will find the meter. It has to go somewhere. Let us know how much it costs, and we can consider it next month. I cannot imagine it is \$200.

Mr. van der Snel stated we made a beautiful water station for it that is already made. We wanted to make it look nicer.

Mr. Berube stated as you said, if that spigot gets broken or the pipe gets broken, we will need to repair it.

Mr. van der Snel stated it is a 1.5-inch line, and if it breaks, it will cause a lot of damage.

Mr. Walls stated if they cannot do it, most sewer companies have that capability. Someone can do it.

Mr. Farnsworth asked after you get your specialist certified on December 20, are you going to be returning to your pond maintenance table and so forth? Will they start maintaining that again?

Mr. van der Snel stated what I found is that report was confusing. What we are doing now is reporting that we treated the ponds with the pond numbers and what we did during that period of time.

Mr. Farnsworth stated even this will work. I do not have these pond numbers memorized.

Mr. van der Snel stated I can provide you with a pond map.

Mr. Farnsworth stated whenever this report comes up, I need something to show me the pond numbers.

Mr. van der Snel stated you already have that.

Mr. Farnsworth stated I know I do, but it is not in the report. I can go find it.

Ms. Kassel stated I like the table because you are telling us what has been treated. What you are not telling us is the condition of all the ponds and what is growing on a month-to-month basis.

Mr. van der Snel stated we can bring that back.

Ms. Kassel stated especially since this is a relatively new thing for the CDD and you have recently retaken over the golf course ponds. There are a lot of ponds. It is best that we know what we are dealing with on a month-to-month basis so that the CDD is fully apprised of what is going on with the ponds. It is a significant part of our obligation.

Mr. van der Snel stated the SE-Pro Manufacturing representative visited us, and he emailed us with what he terms "prescription." It has a picture of the pond. He analyzes it

and gives the product to use, which are their products that they advise using. He will monitor that in the beginning. I will get the report in order.

Mr. Farnsworth asked how much does that activity cost us?

Mr. van der Snel stated nothing.

Ms. Kassel stated because the chemicals cost us as much as having Bio-Tech here to do our ponds.

Mr. Berube stated so far, that is true, but that will change.

Mr. van der Snel stated we had to go to a ground-zero point with the ponds because they looked bad. We had to hit them hard while working within the laws of applying products 20 days apart within three months. How they look now is far better than they looked when we started. We are ready to take pictures again. Florida State-wide had problems with algae. Even Buck Lake has algae. We fought a battle with algae. SeClear is an algae treatment. It clears the water but also attacks the algae. We are working with a product that not only attacks the surface but also underneath the algae mats. That is what we are working on now. It is a process. We have 43 ponds, and it takes time.

Mr. Berube stated there is a lot of stuff going on. SeClear is expensive, and we had a conversation about that today because it is getting too expensive compared to having someone else treat it. Mr. van der Snel told me usage will back off significantly now, (1) because it is winter and (2) because the algae are under control. We also spent a lot of money satisfying Mr. Bob Glantz's request to clean up these ponds in anticipation of their grand opening. We would not normally do that, but we appeased the developer. Because we can use this room for free, we sometimes have a *quid pro quo* even though it was more expensive to treat the ponds.

Mr. Walls stated if they wanted the pond cleaned up more than we were doing, they could have paid for it.

Mr. van der Snel stated that is what I said.

Mr. Walls stated the next time they ask for that, I expect that request to come to the Board.

Mr. Berube stated it will not happen again. If you remember, they wanted more than what we were doing, and we said we were going to continue our maintenance program.

Mr. Walls stated I would appreciate if you did not make those decisions without Board approval.

Mr. Berube stated I understand. I did not expect that it was going to cost that much, either.

Mr. Walls stated I am not here to please the developer.

Mr. Berube stated I understand.

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.

Mr. Farnsworth stated the report indicates zero this month. There were no communications from any resident to any of the field staff?

Mr. van der Snel stated it is a Facebook report, and it is what has been posted on Facebook. No one has sent a message on Facebook.

Mr. Farnsworth stated I am not saying this situation is impossible, but it sounded very unlikely that you would go a whole month and no resident communicated with you. I just wanted to make sure it was right.

Mr. van der Snel stated it is through posts, and it is correct.

Ms. Kassel stated maybe they were not communicating through Facebook or instant message or the normal channels on Facebook. I texted him a number of times for things like the dog park gates, which is not showing up, but that was through a text, not Facebook.

Mr. Farnsworth stated we used to have a communications log, which Mr. Moyer's office maintained. I guess that has flipped over to this report, which is stated as being Facebook, but it should be more than just Facebook. It should be all resident communications, like a communication log.

Mr. van der Snel stated usually it is troubleshooting things that I can fix immediately. If you want me to include all that in the report, I can.

Mr. Farnsworth stated I am not sure how far to take that.

Ms. Kassel stated we just want to know what the reports are, so that they are consistent over time and so we are aware of issues. If there is no documentation, then the

CDD is not aware of what kinds of issues are coming up that the field services people are dealing with.

Mr. van der Snel stated I understand.

Mr. Berube stated record it if you get a communication from a resident about something that needs attention.

Mr. van der Snel stated I did not have any this month.

Mr. Berube stated it is quite possible you did not have any. There has not been much activity.

Mr. Farnsworth stated it is not impossible to have zero, but it is unlikely.

Ms. Kassel stated maybe he is not including what came from me because I am on the Board, but the rest of the Board does not know what came from me. I contacted Mr. van der Snel for things like ant hills in the dog parks and the gate closures at the dog parks.

Mr. Farnsworth stated it may sound trivial, but it gives you some feel for where the resident concerns are.

Mr. Berube stated whatever request Mr. van der Snel gets for attention from any source through any means, call it the communication log rather than the Facebook report.

Ms. Kassel stated copy and paste. I can send it via Facebook instant messenger so that it is easier to copy and paste into a log than it would be through a text. What is happening with the dog park gate closures?

Mr. van der Snel stated they looked at it again. It is supposed to be self-latching. We tried to adjust it again and again. After I addressed your concern, I have not heard anything else. It is very hard to educate people to lock the gate.

Ms. Kassel stated that is why it is supposed to be self-latching.

Mr. van der Snel stated yes. I will have them come back and redo all the gates in a way that is satisfying to the Board.

Ms. Kassel stated it is really to satisfy the people who use the dog park. They are butterfly latches on either side of the gate, so they pop down on either side of the post. The gate closes, and they are supposed to pop down automatically so that you cannot open it either way. What happens is, people flip them up, open the gate, and they stay up. The gates closes, but they are still up. So if a dog comes to that gate, all it has to do is push out with its nose.

Mr. Berube stated my recollection is that the gates have to open both ways. Or can they open only one way?

Ms. Kassel stated they are not opening both ways. I do not know if that is legal or not. I had originally asked for the gates to close automatically. What would happen is, kids particularly but also adults would open the gate to go into the dog park. They may close it behind them, but when they left the dog park, they would leave the gates wide open. If someone comes in the gate on the other side, the dog can run out the other side through the open gate, and the owner has to chase the dog. I was asking for gates that automatically closed. What that resulted in was the drop fork at the time was sawed in half, and then it closed one way, which was sort of a solution. I do not know if it is legal that the gates close only one way, but that sort of worked. If you have the gate closed that way and it is just on a spring and does not self lock, if a dog is coming into the park and the only way the gate opens is into the park, that dog coming into the park if it is not on a leash can force its way into the park where there are other dogs that it might not get along with. That is why the self-locking latches are important. It does not really matter which way the gate opens, as long as when the gate closes, it locks so that a dog cannot push its way in or out.

Mr. Berube asked do we have the springs still on the gates to re-center them? Is there nothing on the gate to close the gate back to center?

Ms. Kassel stated no.

Mr. van der Snel stated they put on self-locking hinges.

Mr. Berube asked is the gate moving back to latch position on its own?

Mr. van der Snel stated yes; it keeps itself latched.

Ms. Kassel stated there is still a drop fork so that it does not go beyond the post. The drop fork hits the post, and there are two latches above that which are supposed to drop down, and they do not.

Mr. Berube stated I have seen something that will only work in one direction if we make that decision, but I have seen magnetic latches similar to what we have at the pool. They are not electromagnets like at the pools, but a magnetic latch. You would have a metal stanchion either on the gate or on the post, and a magnet on the opposing piece that will move into it. The gate closes, and the magnet gets it, so the gate is positively closed. You cannot have that in both directions.

Ms. Kassel asked can a dog push that open?

Mr. Bokunic stated yes.

Mr. Berube stated you cannot open those magnets.

Mr. Bokunic stated you do not know my dog.

Mr. Berube stated we need the answers to two questions. First, in an open-air dog park like that, do we need to have two-way gates at entrance and exit points?

Mr. Qualls stated the only law I am aware of is gates around pools, which must open outward, pursuant to Section 515.29(4), Florida Statutes. I am not aware of any such law as it relates to a dog park.

Mr. Berube stated that is so you do not get trapped in the pool area. Mr. van der Snel will research magnetic latches.

Mr. Walls stated we have the entry area going into the dog park where one gate opens one way and the other gate opens the other way. So a dog can only push it open in one area and can never get past the holding area from either side.

Mr. van der Snel stated I think that is the way it is. When the dog is inside the dog park, it cannot get out because that is how it closes.

Ms. Kassel stated yes, but a dog can come in. If someone is coming into the dog park and we are already in the park with our dogs, we are careful who we let our dogs hang out with because they act as a pack when they are together. If another dog comes in, the owner does not ask first but just comes in. If their dog is off the leash in that area, their dog can push its way in before we can ask them to wait until we get our dogs on their leashes and get out of the park. There is a big Doberman now. A woman takes it two or three times a day to the small dog park. That dog is not necessarily friendly with other dogs and is an accident waiting to happen. A number of other dogs go to the dog park and are not that friendly with other dogs. A woman, Peggy, with a black German shepherd recently contacted Mr. van der Snel because her dog pushed its way out from inside both gates on the small dog park and inside the big dog park to see my dogs. That is the kind of thing that we want to try to prevent. If a dog comes in, it should not be able to come all the way in. If a dog is going out, it should not be able to go all the way out.

Mr. van der Snel stated we will look into it and make it work.

Mr. Berube stated you might need swing latches cut in half or magnets or bungee cords. We will figure it out.

iv. Playground Areas

Mr. Berube stated we are still waiting for the equipment to come in. I emailed them, and they are waiting for the material to come in. I asked around, and Lennar was kind enough to donate the grading to us, which is a value of about \$2,000. They have a lot of graders here for their houses, and they said they would do that for us.

Ms. Kassel stated so the estimate to complete the playgrounds will be \$2,000 less expensive, so perhaps we can apply that \$2,000 to trees for the park.

Mr. Berube stated no, we had not figured in grading because it was not part of the estimate from the installers.

Mr. Qualls stated I remember that the proposal said all site preparation was not included.

Mr. Berube stated that is correct. At this point, we are not going to spend any money getting done, either. We did not save anything really. We did not take anything out of money already spent, and we did not spend any additional money. I am grateful to Lennar. They have donated significant things in the past and specifically asked not to be recognized for it. We did not really want this to come out in the public because once you start giving away freebies, more people come looking. It was nice of Lennar to do something for the community where they are selling houses. They have been good people so far.

v. Miscellaneous

Mr. van der Snel stated the tree trimming process with Davey is not happening right now. The guys were in an accident, which you heard earlier. There is more to the story.

Mr. Berube stated Mr. Mansfield said they are a big company and have a lot of resources, but I do not understand that only three tree trimmers can come here when two others are in the hospital.

Mr. van der Snel stated it is stagnant again at East Five Oaks. Mr. Mansfield thought they were already done, and I said they are far from being done because they still have to do the inner circles around the houses at Cat Brier, Five Oaks, and Schoolhouse. That work has been delayed. I have been asking for stump removal for about four weeks, and that is all related. The rutting is more significant than we think; it is everywhere. It damages the sod, and I think it is permanent damage. I want the Board to know of my concerns.

Ms. Kassel asked does Mr. Moyer have this problem in Celebration, because Davey is there, too?

Mr. Moyer stated we have similar problems in just about every community. They cut in the same direction every week, and they do rut.

Mr. Farnsworth asked is this something that is fairly recent? I do not remember seeing it.

Mr. Berube stated rutting has been a problem since day one with the St. Augustine sod. The crews want to go 40 mph, so they take the longest and straightest path. There is only one long, straight path. The right way is to cut one way the first time, perpendicular the second time, and diagonally the third time. Most landscapers do not rotate the cut until you yell at them for a while, but the damage is already done by the time you notice. I have lost confidence in Davey. Every month, we keep hearing it will improve next month. They will not be able to get a manager here between now and the second week in January and have them up to speed. He is going to be worried about where his family will live and how he will get a house. Mr. Mike Scarborough is a former landscape company owner and is on staff. Mr. van der Snel, Mr. Scarborough, and I have investigated this. We think that the field services group can expand into managing the landscape. We have some preliminary numbers. I am not asking the Board to make any decisions tonight, but I am letting you know what is going on in the background. The first year cost, fully equipped, will be about what we are paying Davey now for the contract, about \$450,000.

Mr. Farnsworth asked does that include tree trimming?

Mr. Berube stated yes.

Mr. Farnsworth asked including the trucks?

Mr. Berube stated yes. Tree trimming requires a chipper. It depends how you want to do the trimming. If you want to do the whole bough, then you do what Davey does now and rent a man lift. That is not what they are doing, though. If you notice, they are trimming them from the ground with a pole saw. The first year of bringing this in-house is right around what Davey is charging us, \$450,000, and includes all the equipment. The second year will be about \$300,000 to \$320,000. We will have five new crew members on the ground, and one supervisor, which would be Mr. Scarborough at this point. Mr. van der Snel would oversee the whole thing. We have developed a rough plan that details

all this. If the Board would like a more thorough presentation next month, it is a matter of cleaning up some of the documents and presenting it to the Board.

Mr. Farnsworth stated we will need to have a more thorough presentation before we would even consider this.

Mr. Berube stated I understand. If the Board will automatically say no and opt to terminate Davey, I do not know where we are at this point. What is Mr. van der Snel's confidence level with Davey?

Mr. van der Snel stated I want to know why the situation with Davey has to come this far for them to respond. Does the Board trust in the consistency of the promised quality of Davey in the next year? Will we have the same problem next year? I do not have that faith in them.

Mr. Berube stated Mr. van der Snel spends an inordinate amount of time monitoring Davey.

Ms. Kassel stated we understand.

Mr. Berube stated no, you do not understand how much time he spends.

Mr. Walls stated at face value, I am 100% opposed to taking over landscaping services. You heard from Mr. Mansfield that two of his employees got in a wreck, and they have to call in people from other places. Maybe they are not doing that, but they should. We cannot do that.

Mr. Berube stated the wreck was on the road.

Mr. Walls stated whatever it was, it happened. We do not have that kind of network. If one or two guys quit, then what do we do? It is not a good idea.

Ms. Kassel stated there are many reasons.

Mr. Walls stated some things you leave to contractors because they can do it better. That is the situation for sure. If we had a staff of 25 or 30 guys that we could rotate in and out, that is a different thing. When you are talking about a skeleton crew, someone will get sick or hurt or quit, and we would be in a bad spot. We have a big piece of property to maintain. I am 100% against taking that in-house. I will not even entertain it.

Mr. Berube stated I know there is a lot of risk to it. Over the years, I have been an advocate for expanding field services and taking over many things. For the most part, it works pretty well. Many of my thoughts were met with the response that we cannot do that. The pools are a prime example, and ponds are another. Things are growing in the

ponds, but the pools have never been better maintained. The reality is, if we keep Davey, we will have this battle forever. They do not think they are making enough money here, and Mr. Mansfield is here to continue to cut costs.

Mr. Walls stated that is not to say we should keep Davey. That is not what I am saying. I am saying we should bid it out when the time comes.

Mr. Berube stated perhaps. If you look at the history, we had REW and were not happy with them. We terminated them and brought in Luke Brothers. Everything was great for six months, and then it got bad. Davey has been good until their management changed.

Ms. Kassel stated they are bringing in someone new. Maybe things will change. They may not. We will see, but give them another few months.

Mr. Farnsworth stated they still have part of their contract that needs to run out unless you decide to terminate it. They are committing to new management, so give them a chance. If they fall flat on their face, then it is time to take drastic action, but give them a chance.

Mr. Berube stated that is fine if that is the Board's desire. Keep in mind that if we are going to go out for an RFP, we need to make that decision pretty soon. This contract renews October 1, 2017, and you know how long it takes us to get an RFP back. If for some reason we decide to bring it in-house, all that takes time. I am still an advocate for bringing it in-house.

Ms. Kassel stated it is now December 15. Let us reevaluate at the March 2017 meeting.

Mr. Berube stated that is too late.

Ms. Kassel stated no, it is five months before the contract expires.

Mr. Berube stated we have never been able to accomplish RFPs within six months, but we can give it a try if that is the decision the Board makes. I just want you to know about an option in the background to bring it in-house. Then we will have direct control over the staff. I will remind everyone on the Board that we are managing people right now. No one has quit; everyone who has left has been released. We managed to fill people in very quickly. It has not been an issue. Running a landscape crew is really no different than running the crews that we have now. They do varied jobs doing a lot of

different things. We would have to revise worker's compensation and other things, and I understand. But we would have direct control.

Ms. Kassel stated we understand.

Mr. Bokunic stated I would like to see what that plan looks like.

Mr. Berube stated we will provide that presentation.

EIGHTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for October 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 are just now starting to receive revenues. As of November 30, 2016, we had received \$67,000 from the tax collector. We do not really expect to receive a lot through November 30, but I do expect to receive a lot in December and January. On the expenditure side, we are under budget through the first two months of the fiscal year by \$66,000.

Mr. Berube stated the budget is incorrect for landscape services and the various contracted services. We changed the way all the contracts cover things. This month, the annuals, which should be in groundcover, were applied to landscape miscellaneous services. That should not have happened. The four current contracts listed under landscape services need to be revised to reflect the new contracts.

Mr. Moyer stated the accountant requested that information. All she is working off is \$31,000 per month.

Mr. Berube stated I am not complaining. I talked with Ms. Tiziana Cessna today to find out what is going on. The reason I looked at miscellaneous services is because that is the contingency fund for landscaping. Money was building up in there, about \$7,380 so far, and we know where it came from. One is the annual plantings, and the other is a batch of SeClear. The SeClear should be accounted in ponds, not miscellaneous services, and the annuals need to go under whatever contract it ends up in where the groundcover and mulching is.

Mr. Qualls stated I will email her the contract, but this contract is for landscaped shrubs, groundcover, and annuals. The compensation is \$5,068 quarterly, or \$20,272 annually. It covers plantings at \$2,208 per quarter, dead heading at \$715 per quarter,

pruning at \$715 per quarter, pest and disease control at \$715 per quarter, and fertilization at \$715 per quarter.

Mr. Berube stated the point is that the budget needs to be adjusted to the new contract. We are not picking on anyone but it is new. Miscellaneous services needs to be cleared with nothing applied to that line item. This month, two of the Howard Fertilizer & Chemical Company invoices for SeClear were put in miscellaneous services. Last month, a Howard invoice for SeClear was put in parks and recreation. That chemical is always applied to ponds. Any Howard invoices we have received for this year should be for the ponds, and I do not think any of them have been applied to that line item. We should have only three or four. They need to be removed from wherever they were applied and put to the ponds line item.

Mr. Moyer stated I will talk with Mr. van der Snel. The proper accounting process would be that when they receive the invoices, Mr. van der Snel signs off on those invoices.

Mr. Berube stated I looked at the invoices, and he did not tell them what budget line item they were for. Usually he puts a note on the bottom where it goes. None of the invoices were noted as to where they should be applied. So they put them in whatever line item.

B. Invoice Approval #200, 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.

On MOTION by Mr. Bokunic, seconded by Ms. Kassel, with all in favor, unanimous approval was given to invoice approval #200, check register, and debit invoices, as presented.

C. Ratification of Engagement Letter with Berger Toombs, Elam, Gaines & Frank to Perform the Fiscal Year 2016 Audit

Mr. Moyer reviewed the engagement letter with Berger Toombs et al. to perform the audit for fiscal year 2016 in the amount of \$4,355. The budget for auditing services is \$5,100.

Mr. Berube stated if I remember correctly, they provided prices for three years, with each year rising a little.

Mr. Moyer stated that is correct.

Mr. Berube stated so we do not need to deal with selecting an auditor for three years.

On MOTION by Mr. Walls, seconded by Ms. Kassel, with all in favor, unanimous approval was given to ratify the engagement letter with Berger Toombs et al. to perform auditing services for fiscal year 2016 in the amount of \$4,355.

E. Use Application from the Harmony High School Cross Country for a 5K Color Run (February 11, 2017)

Mr. Moyer reviewed the use application from the Harmony High School cross country for a 5K color run, which they have been doing for a number of years. They requested use of the bathrooms at the Swim Club. The event is February 11, 2017, from 9:00 to 11:30 a.m.

Mr. Berube stated the restrooms are public.

Mr. Farnsworth asked they are going to be running in and out of the Swim Club area?

Ms. Kassel stated no, they just need access to the restrooms at the Swim Club.

Mr. van der Snel stated the outer restrooms, not the ones inside.

Ms. Kassel stated they will probably be running down Five Oaks.

Mr. Farnsworth stated the point is, they are not going in and out of the Swim Club.

Mr. Berube stated no.

Ms. Kassel stated they are just using the bathrooms if needed.

Mr. Berube stated to that point, those bathrooms are always open anyway. They are never locked.

Mr. van der Snel stated that is correct; they are public bathrooms.

Mr. Berube stated I know they have locks on them, but we never lock them.

Mr. van der Snel stated that is correct; we are not allowed to lock them.

Mr. Moyer stated hearing no objection from the Board, I will sign and issue the permit.

NINTH ORDER OF BUSINESS

Topical Subject Discussion

There being none, the next order of business followed.

TENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Farnsworth stated I have some questions as I went through the archives of agendas and minutes. The developer used to have a Dark Sky Festival. When was the last event? Was it 2014?

Ms. Kassel stated quite possibly. It was a developer-run and funded event. They had the Dark Sky Festival, Winter Fest, a music and arts festival, and Oktoberfest. The developer had paid for and run a number of these events at their own expense as a way of attracting prospective buyers to Harmony. When Starwood Land Ventures came in April 2014, all of that went away. Starwood Land Ventures felt that it was not a good expenditure of their funds and that the events not performing to their expectations. They just cut them out, along with many other things.

Mr. Farnsworth asked do you have any idea what they cost?

Ms. Kassel stated what we heard at the HOA meeting a couple weeks ago was that the Dark Sky Festival cost \$30,000, not including the staff hours that were devoted to it.

Mr. Berube stated at the winter carnival when they had the two big piles of snow and two big slides, it cost \$20,000.

Ms. Kassel stated the social committee was going to do snow slides in January. We were trying to get it for this month. That cost about \$7,000. It was a ridiculous amount for just a few hours of shaved ice.

Mr. Farnsworth asked who does the Fourth of July fireworks? Do we do that, or does the developer do that?

Mr. Berube stated there are no fireworks here.

Ms. Kassel stated individual residents set off their own fireworks. That is what you heard.

Mr. Farnsworth asked when are the fish in the ponds restocked?

Mr. Berube stated they are not.

Mr. Farnsworth asked they never have been?

Ms. Kassel stated the only thing the ponds were stocked with, as far as I know, were grass carp that are supposed to keep down a certain kind of growth in the ponds. We probably lost most of them.

Mr. Berube stated it was at least five years ago when we did any of that. The idea was to let them eat the grass and the underwater growth.

Mr. Farnsworth asked do we restock fish in the ponds or does someone?

Mr. Berube stated as our policy, we do not.

Mr. Farnsworth stated most of the audience is gone, but I wanted to be sure everyone was aware that Mr. van der Snel now has a Harmony Field Services Facebook page. You can interact with him and see the photographs that he posts, and so forth.

Mr. van der Snel stated there is also a link on the website that takes you to the Facebook page.

ELEVENTH ORDER OF BUSINESS

Adjournment

The next meeting is scheduled for Thursday, January 27, 2017, at 6:00 p.m.

On MOTION by Mr. Berube, seconded by Mr. Bokunic, with all in favor, the meeting was adjourned at 8:05 p.m.
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Gary L. Moyer, Secretary

Steve Berube, Chairman