

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 18, 2008, at 9:00 a.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Nancy Snyder	Vice Chairman
Kerul Kassel	Supervisor
Mark LeMenager	Supervisor
James O'Keefe	Supervisor

Also present were:

Gary Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young, van Assenderp
Steve Boyd	Engineer: Miller, Einhouse, Rymer & Boyd
Brenda Burgess	Moyer Management Group
Thomas Belieff	Harmony Dockmaster
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Shad Tome	Harmony Development Company
Residents and members of the public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Evans called the meeting to order at 9:05 a.m.

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

SECOND ORDER OF BUSINESS

Approval of the Minutes of the November 20, 2008, Landowners and Regular Meetings

Mr. Evans reviewed the minutes of the November 20, 2008, landowners and regular meetings, and asked for any additions, correction, or deletions.

Mr. Evans stated on page 21, second line, "now" should be "know."

Ms. Snyder stated on page 17 "Fair Grass" should be Beargrass."

On MOTION by Ms. Kassel, seconded by Mr. O'Keefe, with all in favor, approval was given to the minutes of the November 20, 2008 meetings, as amended
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THIRD ORDER OF BUSINESS

Public Hearing for the Amendment of Chapter 1, Rule 1.5 of the Harmony CDD Rules and Procedures Relating to the Pool Hours, Fees Schedules and Rates

Mr. Qualls stated in the agenda package is the existing park and recreation policy and following that in the agenda, if adopted will be come part of this policy, is the memorial policy beginning with section 12. I revised these according to the suggestions I received from the Board and the public at the last meeting where we discussed this. The key concerns were to make sure these dealt with memorialization of events, to make sure the plaques were uniform, and to make sure donations included the cost of the plaques and labor as well as any shipping, taxes and related fees. This meeting has been advertised as a public hearing for comments from the public and the Board.

Mr. LeMenager stated page 4 under pool use, the difficulty I have is section 3.2 says that all persons prior to using the pool must sign a statements. But a few lines above it says a resident can bring up to 8 guests. Those seem to be in conflict. Are we expecting guests to sign a document before they swim in the pool? I do not think it is very workable the way it is written.

Mr. Qualls stated I understand what you are saying. The idea behind signing a contract is to make sure people acknowledge that there are rules to the pool and to make them aware of the policies. We can make just those folks who are residents of the community and have an access key are the ones to sign the agreement in exchange for their access key.

Mr. LeMenager stated that is a terrific idea. My concern with the way it is written, it will get broken all the time. Why have rules if you are not going to enforce them. I do not think that is very enforceable.

Mr. Qualls stated that is an excellent suggestion.

Ms. Kassel asked does it pertain to the pool or to boat use? It looks like a boat use agreement.

Mr. Qualls stated there is an agreement for the boat and these rules also contemplate an agreement for the pool. That was an earlier suggestion.

Ms. Snyder stated I agree it should be changed to when they pick up their key to sign the agreement because they are responsible for their guests. This fits better with the boat. We would need a full-time person if we are going to have all this paperwork to be signed.

Mr. Qualls stated that is the give and take with having rules, in that there is often more work required.

Ms. Kassel stated if we are going to require they sign a form for their key, we have hundreds of residents who have keys and have not signed agreements.

Mr. Qualls stated typically when a Statute is changed, the law is applied prospectively and not retroactively. Those folks would be grandfathered in. Once this policy goes into effect, it will be the policy from this date going forward. They would not have to reregister and sign the paperwork to use the pool.

Ms. Kassel asked would it be a good idea to put a note on the bottom of the pool rules sign to say by entering this facility you agree to these rules?

Mr. Qualls stated I see the wisdom in that but if you are using something that is not yours, you are held to a standard of what the owner desires to take place. There is no harm in adding that to the sign other than the cost of labor involved in that.

Mr. Evans stated Ms. Kassel raises a good point of trying to manage the signatures of all the residents. Can we simply have a provision that says by acceptance of the pool key, you are automatically agreeing to the rules?

Mr. Qualls stated yes. We can simply remove section 3.2.

Mr. Evans stated as opposed to adding another layer of administration, by virtue of acceptance, you agree to abide by these rules.

Ms. Kassel stated that sounds great. I would still like to add that to the sign if it is not too expensive. Then we are covered proactively and retroactively.

Mr. Qualls stated perhaps a motion would be in order to remove 3.2.

Ms. Snyder moved to remove section 3.2 from the draft rules.
Ms. Kassel seconded the motion.

Mr. LeMenager asked is this the kind of thing that should be in the HOA?

Mr. Qualls stated no, the pool is a CDD-maintained recreational facility.

Ms. Snyder stated I would like to add to the sign that is there what Ms. Kassel recommended.

On VOICE VOTE, with all in favor, approval was given to remove section 3.2 from the draft rules.

Mr. LeMenager stated if I look at section 4 in its entirety related to soccer, volleyball and basketball facilities, I do not think this works at all. I live right across from the soccer facility. During football season it is used three to four times a week for organized practice and I am sure no one has asked for special permission to do that, but I think it is something we want to encourage. We want people to use these facilities. The rules have ended up being that if a large group wants to use it, you have to reserve it in advance and put up a deposit. I think that would discourage youth football. I wonder if our intention is really to talk about true special events. I do not see eight year olds practicing a couple times a week as a special event because I think that is exactly the type of thing it was designed for. It has worked beyond everyone's expectations as to how often it is used. It is a very popular facility. I would be hesitant to put in too many rules for uses like that. If we are talking about true special events and someone wants to reserve it for their exclusive use at a particular time to make sure it is theirs, that is fine. If someone else comes along and wants to have practice, the user can say they have reserved it and have permission to use it for the following number of hours. Kids practicing football fits 4.1a when it is generally open for recreation during daylight hours. I am concerned we are adding a layer of rules for things that the facilities were designed for.

Mr. Qualls stated I understand your concern and I appreciate you bringing this up. My comment is that if you look at the definition of special event in section 1.2, it is an event that involves more than normal, everyday use of the property. Kids playing football at a football playing facility is normal use. Examples of special events are weddings and anniversary parties. There are athletic events where someone might want to set it aside for a flag football game. I do not know how you mix those two things. I can explore changing the definition of special event to specifically exclude football practice, but I can argue that it is not a special event and, therefore, no reservation is required.

Ms. Kassel stated my feeling is we can have these rules but we do not need to enforce them.

Mr. LeMenager stated I think it is a bad idea to have rules you do not want to enforce. Then when you do want to enforce them, their immediate defense is why did we choose them because everyone else has been doing it.

Ms. Snyder stated if you have football practice, I agree that it is not an athletic event. The event could be a play off perhaps. They come three times a week. Is that a special event?

Mr. Moyer stated maybe the cure is as simple as adding to the definition of special event in which the applicant desires exclusive use of the facility.

Mr. Evans stated there is a list of events in section 5.2.

Ms. Snyder stated I do not see how a regular practice fits into this.

Ms. Kassel stated I like Mr. Moyer's idea when they request exclusive use.

Mr. Moyer stated the rest of the time is normal use.

Mr. LeMenager stated my number one concern is, I do not want to have a set of rules that we selectively enforce. I do not want in any way to discourage them from coming to practice. If someone wants exclusive use of the facility, it is a special event and these are the rules they have to go through in order to have exclusive use. Otherwise it is normal use.

Mr. Qualls stated my only concern from a legal perspective is the difference between exclusivity and non exclusivity. The premise behind these rules is to require insurance and to make sure the District is covered from a liability standpoint. If someone is having a wedding, there are insurance requirements and if they are serving alcohol, there are requirements for various things, all to protect the District. Just because someone is having a wedding and they do not care who shows up and therefore it is not exclusive and they do not have to follow all the insurance requirements, that is my concern. I see your point and it is well taken but I do not know that a distinction between exclusivity and non exclusivity quite does it. The rules regarding use of the facility, it says they are generally available for recreation.

Mr. LeMenager stated we are talking about organized practices. I have talked with the athletic director at the high school and reported that the pool use was not the freshmen but they bring older kids over to learn new strokes. He will give me a copy of the insurance policy. In terms of the *quid pro quo*, he was surprised that we do not think we have use of the tennis courts. He said we absolutely do and it was designed that way. I had confirmation from residents that the gates are open and only one person reported it was ever locked. You should be marketing that as an amenity.

Mr. Qualls stated anytime there is a policy, you will never be able to word it to cover every possible instance that may arise. These rules governing use of facilities for special events have been in place for some time and we subsequently added section 4.1. By defining “special event” as we have, certainly there is room to argue that practice is or is not a special event. This Board is charged with making sure the policy is the way we want. If you say organized practice is not a special event, then I do not think it is necessary to change the rule. I recommend adopting the rules if that is your desire, subject to me looking into ways to exclude the practice issue as best as possible.

Mr. LeMenager asked has anyone ever officially reserved where people pay the deposit?

Mr. Tome stated yes, very often.

Ms. Snyder stated the church does all the time.

Mr. Tome stated on the activities side, we have a standing deposit and we submit a calendar every month with all the uses scheduled for the month.

Ms. Snyder stated the church always pays the \$250 deposit and always had it returned.

Mr. LeMenager stated that was my main concern. Have they ever reserved the field?

Mr. Tome stated this past season we included them under our activities as a trial so they are included in our deposit. It is included in our calendar of events.

Mr. Evans asked do we need to make other modifications besides removing section 3.2?

Mr. Moyer stated it sounds like we move forward with the way it is. If we need to come back and revisit it, we can do that.

Mr. O’Keefe stated we can always amend it.

Mr. Qualls stated yes.

Mr. Evans stated I think those are all good comments. I will open the public hearing for audience comments. There being no public comments, I will close the public hearing.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, approval was given to the rules, amended as described above.

Mr. Qualls stated thank you for your comments. It is much appreciated.

FOURTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

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

Mr. Moyer stated at last month's meeting we indicated that we had not received much for non-ad valorem assessments, nor did we expect to. On December 1 and December 11, we received \$19,779 and \$143,443 respectively. In total that represents about 9.9% of our assessment levy. We will continue to receive these distributions from the tax collector on a fairly regular basis, usually no less frequently than every other week until March when they become delinquent.

Mr. Evans stated we have the first quarter operating reserve that allows us to pay our bills while these funds are coming in, so we are in good shape.

Mr. Moyer stated yes, we are fine.

Ms. Kassel stated on the 2001 and 2004 debt service spreadsheets, even though we have significant negative balances in the year-to-date budget versus actual, that is normal because there is nothing here that shows what a typical cash flow will be. It is received when it comes in during the year.

Mr. Moyer stated it will be received between December and March. The expenses are due May 1 and November 1 and those are the critical dates to look for in these statements.

B. Invoice Approval #104 and Check Run Summary

Mr. Moyer reviewed the invoices and check summary and requested approval.

Mr. LeMenager stated thank you for sending me all the contracts that are in place. When I reviewed the contract with our legal advisor, I noted that travel time was to be billed at \$100 per hour and we are being billed at \$125. When was that change made or approved between the original contract in 2000 and now?

Mr. Qualls stated the partners met to discuss this and Ken van Assenderp reviewed the contract. It says \$100 will be charged per hour of travel. When I, as an associate, came on board, I charged my hourly rate of \$125 per hour. It takes me three hours and 45 minutes of travel each way and I only charge three hours total because I treat it as if I were getting on a plane. Pursuant to the contract we have actually very substantially undercharged. That being said, the firm revisited this policy and made the decision that

effective January 2009, we will no longer charge for travel at all on an hourly basis. Hopefully this will alleviate any concerns on this issue for the future.

Mr. LeMenager stated you are putting down three hours but you are charging us more than what was contractually agreed. I am not saying there are not other circumstances, but I come from a business where contracts are contracts. Although your offer going forward is terrific, if we go backwards, I think we have been overcharged \$75 a month.

Mr. Qualls stated if you take \$100 times the 7.5 hours it takes me to travel, versus \$125 for the three hours billed to you, the District is way ahead. If this is an issue to the Board and you want me to credit \$25 for three hours for each time I have come here, I am happy to do that. We serve at the pleasure of the Board. I typed in three hours on my time sheet and they used my hourly rate.

Ms. Snyder stated legally under the contract, you could charge us \$100 for seven hours.

Mr. Qualls stated I would never consider doing that. We appreciate your business. You are my most important client. I enjoy working with you and I will do whatever I can to make sure the excellent relationship we have continues.

Ms. Kassel asked do you travel in the morning or do you stay overnight and come the night before?

Mr. Qualls stated I travel in the morning. I drive so that I can do it in the cheapest way possible. Since we will no longer charge an hourly rate for travel going forward, it is a much better deal for the District. Compared to any other firm, I am charging one half to one quarter of what our other competitors charge. My apologies for this oversight.

Mr. Evans asked you were charging half of what you were entitled to charge?

Mr. Qualls stated yes.

Mr. LeMenager stated the position of our advisor going forward to eliminate that is a very nice gesture. Do keep in mind that I love to look at lawyer's bills.

Mr. Qualls stated at the bottom of our bills, it says that we view this is another means of communication, and we appreciate the feedback. If people like you had not been looking at it, the oversight would not have been caught, so we are very appreciative of folks like you.

Mr. LeMenager stated the FedEx bill shows everyone who receives an agenda package. Why are so many copies going to people who are not members of the Board? It

is not a lot of money, but every penny counts in these economic times. It seems like a lot. I think highly of what Mr. Lentz has done for the community, but I wonder why we spend over \$100 a year to send him copies of the agenda. I do not think we have actually ever seen him at a meeting.

Mr. Carl Fsadni stated I receive mine via email.

Mr. LeMenager stated I am referring to the hard copies that are sent.

Mr. Fsadni asked why is it still being sent with paper copies? I have it sent to me in several emails because it is a large pdf file, so why can they not get it as an electronic distribution? This is the 21st century and we all have computers.

Mr. Evans stated it may have been a holdover from years past.

Mr. Fsadni stated he should not be getting it via FedEx. I agree with you.

Ms. Snyder stated at one point I suggested they FedEx them all to the welcome center and for some reason, they said it was not a good idea. I thought we could pick them up here.

Mr. Evans stated we are scattered all over. So they will send them to your address.

Ms. Snyder asked do you go to that office?

Mr. Evans stated yes, once a week, but I review this agenda thoroughly prior to the meeting.

Ms. Snyder stated I do, too, and I really appreciate the hard copy.

Mr. LeMenager stated I agree that the Board should have hard copies. That is absolutely useful but I am wondering why we need more than five hard copies. We can add one or two for the developer.

Ms. Snyder stated the three of us, Ms. Kassel, Mr. LeMenager and myself, could pick them up at the welcome center if that would save some money.

Mr. LeMenager stated I would not mind. That is fine.

Ms. Kassel stated I am fine with that as long as we receive notice of that.

Ms. Burgess stated we send agendas to the developer's office. Can we send the three residents with the ones sent to Mr. Tome's office, just in a larger package?

Mr. Tome stated yes, just send it to my attention.

Ms. Burgess stated when he receives them, he can call or email you. That would eliminate four different FedEx packages and we would have just one.

Ms. Kassel stated I understand this is the holiday season, but I received this only a couple days ago. That did not give me much time to review this prior to the meeting.

Ms. Snyder stated we usually get them the week before. Before we discontinue his copy, I would like to ask Mr. Lentz.

Mr. Tome stated we get them electronically and if it helps, we can count his copy as one of ours. Our staff can live electronically with email agendas.

Ms. Burgess stated I will notify staff to make those changes.

Mr. LeMenager stated when we were elected and given information about what we control, we were given a small map. I checked with the County to take a closer look at what we own and what we do not own. I was going to see the property appraiser and go over his records next week. I want to get an accurate map of what we own and what we do not own.

Mr. Evans stated we will address that before we leave today.

Mr. LeMenager stated this deals with invoices. We are paying \$5,000 for the entryway on U.S. 192 but we do own the entryway or U.S. 192. All we own at the entryway are three very thin strips of land along the entryway. We are spending public funds on landscaping and maintenance for private property and our attorney will tell us not to do that.

Mr. Evans stated we have a presentation today for all our landscaping contracts and the areas. I think that will be the appropriate time to address that. We had the same concerns.

Mr. LeMenager stated I just wanted to raise it because one of my first questions was what do we own.

Ms. Kassel asked do we want to table approval of the check run summary until after the presentation?

Mr. Evans stated these are for the bills we need to approve now. What we will be discussing later and addressing is all landscape bills for all the contracts, and we have been doing that for several months.

Mr. LeMenager stated that was my concern and I wanted to get it into the record.

On MOTION by Mr. O'Keefe, seconded by Ms. Kassel, with all in favor, approval was given to the invoices as presented.

C. Reconsideration of Fiscal Year 2009 Meeting Schedule

Mr. Evans stated we had the discussion of modifying our monthly meetings to a different schedule. One of the issues raised was the cost of the consultants as well as the convenience of the residents in trying to find a happy medium with all these elements. It was suggested to move them to evening meetings but have them every other month or quarterly and we tabled this for further deliberation.

Mr. LeMenager stated I was working out an idea with Carl Fsadni, who is a member of the Home Owners Association (HOA), and we came up with an idea that we think might make some sense for the community. Our concept was to have a town meeting night, and those meetings would either be HOA or CDD meetings. Our suggestion is say that the third Wednesday of every month is town meeting night, and it is either HOA or CDD. The only feedback we got back from constituents was a feeling that quarterly was not enough. My personal feeling is monthly may be too much and we do not have that much to discuss each month. The concept we discussed was having it be more of a town and hopefully get more participation from the public showing up. We are looking at the third Wednesday of every month. If either body needed to have an emergency meeting, there is a natural night to do it.

Mr. Evans stated I think that is an excellent suggestion.

Ms. Snyder stated I wonder if we can try it for a quarter to see if people come. If they are not going to participate or we get less participation than we have now and it is more convenient for more people during the day, then let us leave it where it is now. Let us try it and if there is no more participation, we can review it again.

Ms. Kassel stated regarding extra expenses for evening meetings, it would be good to understand what those extra expenses will be. I am not receiving any funds for attending these meetings, so there is that much more in the budget to go for what might be incurred.

Mr. LeMenager stated I addressed that issue already and Mr. Moyer assured me that the only additional expense would be for Mr. Qualls. Would there be any additional cost for you coming here at 6:00 p.m. eight times a year instead of at 9:00 a.m.?

Mr. Qualls stated overall, fewer trips would equal less expense, especially in lieu of the firm's new travel policy.

Ms. Burgess asked will you still charge for hotel expenses? Or is that considered part of your travel expense that is being waived?

Mr. Qualls stated we will work with you to make everything work. I cannot imagine how fewer meetings would equal greater costs. There will be hotel expenses but the District will still be ahead with fewer meetings.

Mr. Evans asked can we come back to this item because we have some things to discuss with the landscape and bidding process, and that may need us to have a meeting in January.

Mr. LeMenager stated we can still schedule additional meetings.

Ms. Kassel stated we can have a combined meeting.

Mr. Evans stated that is what I was thinking if you are going to bring the residents out, because a lot of people do not understand the difference between the CDD and the HOA. If they are here to participate in both, then maybe they will understand the difference. We can start with the CDD meeting and follow with the HOA meeting and do them every other month.

Ms. Snyder stated I think that is a good idea.

Mr. Evans stated every other month we could have both meetings, CDD and HOA.

Ms. Kassel stated personally I do not feel every other month is sufficient. Eight times a year is the minimum that I would want the CDD to meet. It is too much time between meetings. We have questions about the check run summaries, and if we do not meet, we do not have the benefit of hearing what everyone else is saying. I benefit from hearing other people's opinions. If we are not in a meeting, we cannot do that.

Ms. Snyder stated I agree.

Mr. LeMenager stated this is the only place we can discuss these issues. That is my only concern about putting too much space between the meetings. We cannot discuss any CDD matters outside of a meeting.

Ms. Snyder asked what if the CDD meets eight times and the HOA meets every other time or every third time?

Mr. LeMenager stated that is not a bad idea. The HOA needs to meet quarterly.

Ms. Kassel asked what if we met according to this schedule and just add the CDD to January 21? The rest of the meetings we will follow this schedule. We will meet nine times a year as the CDD and four times a year as the HOA.

Mr. LeMenager stated in terms of a test, let us present it to the residents and tell them this is our idea and we would like to see support for that on January 21. If we see support,

we will continue with this idea. If no one is interested, then we say we gave it our best shot.

Mr. O'Keefe stated many of our invoices have to be approved within 30 days. How is that accomplished when we would not meet monthly?

Mr. Evans stated many of them are ratified at these meetings. The District manager has authority to pay normal invoices for things that are under contract.

Ms. Snyder stated I like Ms. Kassel's idea of having both the CDD and the HOA meet on January 21.

Ms. Kassel stated I will have to participate by phone on that date.

Ms. Snyder stated I will also need to participate by Skype because I have already had a plane ticket for quite a while to be out of town. Unless we can move that meeting to the next week.

Mr. Evans stated we could keep our regularly scheduled January meeting and then shift to the new schedule after that. We do need a January meeting to address our landscape issue.

Ms. Snyder asked can we keep the January meeting as scheduled?

Mr. Evans stated that is what I suggest.

Ms. Snyder stated I made my plane reservations based on the CDD meeting schedule.

Mr. Evans stated we are talking about a major issue today. Let us revisit this issue later in the meeting because it will affect the schedule going forward.

FIFTH ORDER OF BUSINESS

Attorney's Report

There being nothing to report, the next order of business followed.

SIXTH ORDER OF BUSINESS

Engineer's Report

Mr. Boyd stated our firm Miller, Einhouse, Rymer and Boyd as of December 1, 2008, merged with Woolpert, Inc. They have been in business since 1911 providing civil engineer and geo spatial services. Official notice has not come out. I will be in touch with Mr. Moyer and Mr. Qualls regarding what type of paperwork we need to do. We will continue to provide services under the terms of our existing contract. The same individuals—Barry Rymer, Rick Gierok, Scott Mormon and myself—will be the people that you will still see.

Mr. Moyer stated the legal form is simply an assignment of contract to the new firm.

Mr. Boyd stated Ms. Kassel asked me to check three locations on Cat Briar Trail. I will take a look at those and report back to you.

Ms. Kassel stated I did not do extensive walk through on that sidewalk, so it might be a good idea for the engineer to walk from the pavilion all the way to Five Oaks to make sure if there is anything else, it gets addressed.

SEVENTH ORDER OF BUSINESS

Developer's Report

Mr. Tome stated Mr. Evans asked us to research the landscape contracts for the CDD and at the same time put together an updated landscape specification as well as work with the engineer to put together a map and a schedule of all the agreements in place, when they terminate, who we are paying and what we are paying for. There are two vendors who are doing landscaping in the District. Mr. Haskett worked with Mr. Boyd on putting together a landscape specifications page along with a map. We provided the contract schedule as to expiration dates and amounts.

Mr. Evans stated as Harmony was being developed, when each new area was brought online, a new contract was negotiated with REW. As these progressed, they all had different termination dates and some had different terms. We explored trying to go back and renegotiate each contract last year, but when fuel prices increased, the last thing we wanted to do at that time was to start negotiating costs because their costs would have increased substantially. We did want to revisit this issue in order to get better control. Now that fuel prices have decreased, labor costs have stabilized or may even decrease further. We wanted to rebid all of our landscaping contracts. So to do that, we asked Mr. Haskett to work with the engineer to put together an exhibit to show all the areas that will be maintained and the different types of specifications and care that will be done to these geographic areas and to rebid it. The thought was, because some of the contracts have 30-day termination clauses and some have 60-day clauses, we would direct the manager to notify REW that it is the Board's intent to terminate all of their contracts effective March 1, 2009, as well as the other landscaping contractor. We will give them all over 60 days' notice, with the intent that we will rebid everything. We will have those bids back at the January meeting to evaluate and make a decision at that point. If there is a change in contractor, that will give them 30 days to do what they need to do by March 1. The other thought was to bid this for a period longer than 12 months and take it to the end of the following fiscal year, which will get us back on a fiscal year renewal period to get in line

with our budget process. We will have consistency with the specifications for all of the areas as opposed to it being piecemealed over the years.

Ms. Kassel asked what are the current termination dates?

Mr. Evans stated some are 30 days and some are 60 days. If we use the longer period, if we authorize the manager to send a termination letter by end of this month that says we are terminating all contracts regardless of which one they are, we are covered for March 1. That still gives us a little over 60 days to go through this process, it gives them a month to go bid this, and get the bids back to us. That is why I would like to have a January 29 meeting. Then we can award those bids. If it is the same contractor, that is fine. If it is a different contractor, they need time to staff up and get mobilized to start March 1. That will give us a chance to evaluate the bids in January and make that decision. That is the direction that we are trying to get to. On the last page of the exhibit is a map of all the property that is being maintained.

Ms. Snyder asked the current maintenance we have now, is there a way to get an average per month per section so that we have a comparison?

Mr. Evans stated that is what we have now. There are 17 different agreements we have. As new areas matured, we added new scope. They all had different start dates and different warranty dates. That is why they were not just modified. Anytime they did anything new, there was a warranty that went with that installation. We are at the end of all the warranty periods or they will all have expired by March 1, so this gives us the opportunity to reset the clock. It was becoming a management nightmare to determine which items were still under warranty. It gives us continuity from a management standpoint. If we are going to rebid, now is as good time as any. Fuel prices are as low as we are probably going to see these for some time.

Mr. Tome stated when we had these as 17 separate contracts, there is a likelihood of costing more than one contract. The idea is to have one scope of work rather than bidding each village separately. As that happens, individual areas are costing more cumulatively than they would as one larger contract.

Ms. Snyder stated now it can be viewed as one piece and we need certain work performed for all neighborhoods.

Mr. Tome stated that is correct. They will bid to these specifications that become part of the Request for Proposal (RFP) from each of the vendors with a map. They are bidding to these specifications and they know the playing field as far as how big the area is.

Ms. Snyder stated I can see there would not be a comparison because the areas were added at different times.

Mr. Tome stated you will have a comparison based on what you are paying now per month with all 17 contract added together as one. That is your baseline and we know we can get a better price with one contract.

Ms. Snyder asked can we make sure all 17 parts are covered?

Mr. Tome stated yes, that is included on the map.

Ms. Snyder stated I want to get a spreadsheet of what it was and what it covered and who the vendor was for each contract.

Mr. Tome stated we have that information individually for 17 contracts that totals to a number at the bottom. What you will not have is their total bid broken out by 17 separate contracts. The bottom number is where you can make the comparison.

Ms. Snyder stated it will be like for like.

Mr. Tome stated that is correct.

Mr. Evans stated it leads the contractor to believe you are going to pick and choose. When they bid, it is not a precise science as far as where they allocate their costs. They look at the magnitude of the job and the longevity of that job. It is a 19-month contract and if they know they will have this contract for that length of time, it gives them comfort that they will have a contract especially during these difficult times.

Ms. Snyder stated with my rental agreements, in Florida, they are only legal for 12 months. Can you have a contract for longer than 12 months?

Mr. Qualls stated yes.

Mr. Tome stated this gives us the opportunity to do a couple additional things, like having trash pick up three times a week instead of twice a week. We are working to get some recycling containers in the community and it will be the requirement of the landscaping contractor to take the recycled items out of the containers and take them to the recycling center on U.S. 192 at the recycling center.

Ms. Snyder stated I would like to find out the cost of that. Do we really need it twice a week when people can just go out and get another garbage can and do it once a week? I do not mean the recycling because I appreciate doing the recycling.

Mr. Tome stated these are for the park areas.

Ms. Snyder stated someone contacted me from the high school about doing recycling for all the neighborhoods as a project.

Ms. Kassel stated regarding these specifications, obviously we have not had time to review them. If you are going to put them out for bid before we have reviewed them, one thing I noticed is on page 10 under annuals. You specified there is installation but no maintenance and no fertilization.

Mr. LeMenager stated I do not see the magic of March 1. We want to put this out to bid. As has become customary before these meetings, we get two days to read everything and then approve it. I would feel much more comfortable giving them 90 days and get the bids back. That would give us time after we get the bids back to review the results and be able to read them. I would feel more comfortable to review this document and give them 90 days' notice. This is a major issue and I think it is a terrific idea.

Mr. Tome stated when you are reviewing the bids, what you will be reviewing are years of service, references, and price because they are bidding to the same specifications. This document is the most important document when it comes to that because they are all bidding based on this criteria and the review process will be a lot shorter.

Mr. Haskett stated if we delay it too much, we will go past the winter/spring time into summer. If it is a different company, there will be a learning curve and you do not want them to mobilize in the summer.

Mr. LeMenager stated if we have to change vendors, this gives them 60 days to mobilize rather than 30 days. I am concerned that we are moving too fast. My other concern is with respect to the comments I made earlier, it is nice to have these red lines on the map, but we do not own from Ashley Park east along U.S. 192. If you go to the County, their records do not say that we own them. It says they are private property.

Mr. Boyd stated we will double check that. Those are CDD areas. If they were platted, they may be CDD easements. They are CDD landscape facilities. I cannot recall

if they are easements over private property, but the intent is that the CDD will still maintain them because they are common to the entire neighborhood.

Mr. LeMenager stated I am not disagreeing but as I said earlier, this body has been using public funds to maintain private property. I am pretty sure that is against the law.

Mr. Qualls stated you are correct. I need to make a couple points. Many times people make the distinction between “private” and “public,” and that is crucial. Remember that a District has boundaries and does the District have the jurisdiction to maintain certain facilities within its boundaries. It is not always necessarily an ownership issue.

Mr. Moyer stated Mr. Boyd will check it out.

Mr. LeMenager stated that is what I have noticed so far and it needs to get checked.

Ms. Kassel stated we will also need to determine the ownership of the land between the curb and the sidewalk on all the interior streets.

Mr. LeMenager stated I have checked most all of them and they are correct.

Ms. Kassel asked on every single street?

Mr. LeMenager stated yes.

Mr. Fsadni stated not on my street. I have a survey that shows I own that property.

Ms. Kassel asked the CDD owns the property or has an easement?

Mr. LeMenager stated they are all platted separately.

Mr. Boyd stated that is consistent with all Cities and the Counties, that is right-of-way. In this case, that strip of land was not conveyed to Osceola County because the CDD wanted to be able to control CDD facilities in that right-of-way and not be dependent on the County to maintain something that might become an issue.

Ms. Kassel asked the property on every single street within the CDD between the sidewalk and the curb is owned by the CDD?

Mr. Boyd stated that is correct. That does not apply to the alleys, but that is correct for the streets.

Ms. Kassel stated we have a resident who said his property survey shows that he is the owner of that property.

Mr. Boyd stated the official plat will clarify that. I can obtain those so if there is one that needs to be clarified, I can help clarify that.

Mr. LeMenager stated I again refer to the map and there is another area that I disagree with. You indicated something zoned Commercial 1 where the temporary school used to

be. You show it as two plats but the County shows it as one plat entirely owned by the CDD.

Mr. Evans stated that is not owned by CDD.

Mr. LeMenager stated we had better make sure we check that because it is an extremely valuable asset.

Mr. Boyd stated that is something that needs to be corrected at the property appraiser's office.

Mr. Moyer stated Celebration CDD went through a similar exercise, and it is surprising how many inaccuracies there are at the property appraiser's office.

Mr. Evans stated there was an easement granted along the back for conservation and the property appraiser misrecorded it. Counsel sent clarification on that to the County. They totally misread it.

Mr. LeMenager stated I would like a map of what we own and what we do not own.

Mr. Evans stated about three years ago, we started listing all property identification numbers and we have a base-map exhibit that goes through all property records. That is how we found some of these things. There are areas where they maintain the lake banks because they are obligated to maintain them but they do not own that property. They have an easement over that property for drainage. It is a combination of a number of different things.

Mr. Moyer stated I have one suggestion for the Board to consider. I noticed in the specifications that there is not a renewal option and you may want to put in a renewal option. You do not have to renew at the end of the contract term. To address circumstances where we are in a high inflationary period and if he wants to keep the work, the contractor may want to consider to renew for a successive period of one or two years.

Mr. Evans stated the heart of this was to move forward in addressing the issue. Mr. LeMenager raised the issue that we need more time to review this. We need to review this and have time to comment on it. We can reconvene in January with our comments and at that point, we can determine if we want to give a 60-day notice and start April 1 and make a decision the following month. We are shifting the timeline one month to be able to review this material. This is the biggest issue we deal with. We have wanted to address this for a long time so we can manage this to its highest level possible. Keeping

that in mind, we will revisit our meeting schedule later in the meeting. The other thing we discussed, since so many of these areas are built in phases, are aquatics and lake treatment. I think it would be good to put together a map and to revisit those as well because those all came online at different times.

Mr. Golgowski stated they are all under one contract that has been amended.

Mr. Evans stated I think it would be helpful to have one exhibit with all those areas and all the lakes that are the responsibility of the District, whether they are owned or however they are.

Mr. Boyd stated we will put together a similar exhibit specific to the lakes for the next meeting. I do bring full-size maps when we discuss map issues like this, so there is one we can refer to.

Mr. Evans asked have you had an opportunity to update the base map?

Mr. Boyd stated yes, the ownership status map and I will bring that to the next meeting as well.

Mr. Evans stated there are many exhibits that support the documents he provides to us. We will review this and at the same time, we can look at the aquatic elements. If that can be sent to the Board in the next couple weeks, we can review it and perhaps act on that as well in the January meeting.

Mr. Qualls stated I saw there is a form contract in these specifications. As legal counsel, I would like to review that.

Mr. Evans stated yes, you need to do that. I think this is a good start.

Mr. Haskett stated I welcome everyone's comments on this.

Mr. LeMenager stated I suggest we meet in January to review the specifications and then go through the process aiming for April 1.

Mr. Evans stated I think that sounds like a good idea.

Mr. Moyer asked is it the desire of the Board to give notice that we are terminating the contracts effective April 1 or discuss this at the next meeting?

Mr. Evans stated wait until the next meeting in case it is not April 1 and we have something else to revisit.

Mr. Boyd stated it is a competitive environment and it is a good time to take it out to bid but we have also seen protests that will delay the award of contract. When you send

the notice of termination, do we have the option of keeping them on a monthly basis in the event we are delayed in awarding the new contract?

Mr. Qualls stated I have been involved in some bid protests. It is not a pleasant process but you can still award the contract to the proposed bid winner. If the bid protest were successful, that creates a mess and the party protesting will likely ask the court for a stay, meaning you cannot take action to award the contract. That option is available. I do not know what competitive process you are planning on using. If it is not just about price, then the District can do an RFQ (Request for Qualifications) and you can award the contract based on a number of factors and not just price.

Mr. Evans stated for the new community school, they had a series of elements that you put a value to as far as qualifications, staffing capabilities and size of jobs and other things that led to that final decision. It was not just low bid. Sometimes that can come back to harm you later on.

Ms. Burgess asked we will have some scoring and evaluation criteria?

Mr. Qualls stated that option is available to the District.

Mr. Moyer stated I would suggest that to the Board based on similar contracts we recently put out for bid. It is an RFP in which price is a component but it also considers experience, references, location, staff, and equipment. We can assign weights to those factors and it does give you the latitude to be somewhat subjective. The price is for this scope but you can take into consideration other things besides just price.

Mr. Evans stated you are looking at their availability to perform. We might have someone apply with just a lawnmower and tractor and he gives a low bid but we will not get the quality of service that we expect, even though we have the specifications.

Ms. Snyder stated in my background working for IBM, we experienced that. A lot of times we were turned down because we were not the lowest bid but we were brought in to correct everything.

Ms. Kassel asking by adding these qualifications and various criteria, is this a way of preventing a protest?

Mr. Qualls stated all you need for a protest is a losing bid and an attorney. There is no way to prevent it. Mr. Boyd's comment is appropriate. It is a tight market and more of these are coming up. The more thorough you are and if it not just about price, the better your chances are in withstanding a bid protest.

Mr. Haskett asked do we want to consider a bid bond that will ensure we have serious bidders?

Mr. Qualls stated I think there are a lot of things to discuss. That is certainly a great suggestion.

Ms. Snyder asked do we want to have a workshop on this?

Mr. Evans stated a lot of this is going to be counsel reviewing the contract and Mr. Moyer with some of the other documents. They have done this for years for other communities and they have encountered some of the same things we are looking at. Between the collective minds and resources, they can provide us with information over the next 30 days. If you have another draft in the next couple weeks, you can distribute that to the Board and that will give us time to be better prepared for any final discussions well in advance and we can give you feedback in the meantime. Let us revisit the meeting schedule. We know we need a meeting in January. The HOA is more flexible so let us focus on the CDD.

Ms. Snyder stated I would like to keep the meeting on January 29.

Mr. Evans stated the next meeting is when we need to review the bids. If we send out termination notices on January 29, if we set our next meeting for the third Wednesday in February, that is February 18 and it does not give them 30 days to prepare their bids.

Ms. Snyder stated let us also keep that meeting on the last Thursday of February.

Mr. LeMenager asked are we still talking about meeting at 9:00 a.m.?

Mr. Evans stated yes, for right now. We are looking at meeting dates and we know these dates are already set.

Mr. Boyd stated we need time to advertise, for you to receive the bids and for you to evaluate them prior to the award.

Mr. Evans stated that is the procedure we need to discuss. We know we have to advertise.

Mr. LeMenager stated it is not 30 days between January 29 and February 26.

Ms. Burgess stated I would like clarification from the attorney if we need to advertise this project once or twice in the newspaper.

Mr. Moyer stated even if it is twice, it can be pegged to the first notice.

Ms. Burgess stated we can still run the advertisement in the newspaper without having the final bid package, provided the entire package is available for them to pick up when we indicate it is available.

Mr. Evans asked can you still run the advertisement tomorrow?

Ms. Burgess stated yes, if we know when we will have everything ready for them to pick up.

Mr. Evans stated we have a couple things going on. We have to give them time to prepare their bids but we also have to advertise that this bid is going to be available. If we approve the bid packages at the next meeting on January 29, they can pick up the packages the next day?

Ms. Burgess stated not if there are going to be any changes.

Mr. Evans stated if we decide at the meeting on January 29 and there are no changes, theoretically they could pick them up the next day. What is a reasonable amount of time for them to prepare their bids? Two weeks?

Mr. Moyer stated it depends on the amount. It will be at least 21 days and if it is over \$500,000, it is at least 30 days.

Mr. Qualls stated contracts for maintenance services have to exceed category four.

Mr. Boyd stated I am sure this will exceed that threshold.

Mr. Moyer stated category four is \$150,000.

Ms. Burgess stated it is indexed to about \$187,000.

Mr. Evans stated we know we will exceed that threshold. How long of a process will that need?

Mr. Moyer stated it will be at least 21 days.

Mr. Qualls stated it will probably be 30 days.

Mr. Boyd stated traditionally we have tried to do 30 days. That allows time for them to review the package, submit questions, and for us to formally respond to everyone's questions.

Ms. Burgess asked would you want to have a required or optional pre-bid meeting?

Mr. Boyd stated it can be done either way.

Mr. Evans stated the first thing we have to do is advertise.

Ms. Burgess stated due to the magnitude of the contract, we will advertise two consecutive weeks.

Mr. LeMenager stated I am thinking a meeting on January 29 is too late.

Mr. Evans stated we need to advertise twice over a two week period.

Ms. Burgess stated we typically advertise in Sunday's newspaper, two consecutive weeks. I would need ten days lead time to get a notice to the newspaper and they will run it. Typically we run them on Sunday because that is when we would get the greatest exposure. With the holidays, the newspaper deadlines have been pushed to earlier dates. I could probably advertise December 28 and January 4.

Mr. Evans stated to satisfy the advertising requirements, let us say you need three weeks. At the end of that advertisement, they will come pick up a bid package. They cannot be available until after the advertisement has run.

Ms. Burgess stated that is correct.

Mr. Evans stated they start the bidding timeframe and the more time they have to spend on it, the better numbers we will receive. It will be a minimum of 30 days for the bidding period. Then there is the bid review period, and you need time to review the bids and make sure they are responsive. Staff will perform a bid review prior to them making their recommendations.

Ms. Burgess stated there is a bid review prior to providing the results to the Board.

Mr. Evans stated the bid review will probably take a week. We would like to receive them before we have to vote on them. We need to digest the information.

Ms. Burgess stated we have done similar things for auditors and other landscaping bids as part of the review. We may want ten days to do that review. We will call their references. Rather than providing you with raw bidding results, we will have a complete package of information for you with the results of our calling their references. Then you can get a better idea of what these companies are like.

Mr. Evans asked does a week give you enough time to get responses from people or do you need more time?

Mr. Boyd stated a week is reasonable.

Ms. Burgess stated the last time we went out for landscaping, we had seven or eight bids and it took staff two days to call and get three references for all of them, so that part will not take long. I agree that a week is reasonable.

Mr. Evans stated staff will perform the bid review and then provide it to the Board to review for a week before we act on it. Then we have our Board meeting. Once we

approve it, it will take time for them to be mobilized. Somewhere in this process is when we send the termination notice, which is at least 60 days before we intend to award a new contract.

Mr. LeMenager stated I agree. We do not have to terminate during the bid process.

Mr. Evans stated that is a sliding event. Then we approve it and once we do, they need at least 30 days to be able to commence. They will have a little more than that because of the timing of our meetings, so it will be about five weeks for them to mobilize.

Mr. LeMenager stated you can make it part of the package to ask them when they can start.

Mr. Evans stated if someone gets a contract of this magnitude, they will know if they can satisfy that obligation. Assuming they are not the same company, it gives everyone time to mobilize.

Mr. Boyd stated one other item is to consider having a mandatory pre-bid meeting. Sometimes that can help streamline the process and it screens out bidders from getting involved at the last minute.

Mr. Evans asked can that be part of the 30 days they have to submit their bid?

Mr. Moyer stated yes.

Mr. Evans stated typically when I have had pre-bid meetings, I would send out the plans and about a week later have the pre-bid meeting. Everyone hears all the questions and everyone gets the same answers.

Ms. Burgess stated and you do not receive any bids from anyone who has not attended that meeting.

Mr. Evans stated they cannot say someone had preferential information. At that meeting, there can be a site inspection so we know they physically walked the property.

Ms. Snyder asked so there will be two pre-bid meetings?

Mr. Evans stated one is a pre-bid meeting and one is a post-bid meeting. There is a pre-bid after they pick up the packages. When the bids come in, that is post-bid review. Then you will fine tune who is a serious bidder. You may have 10 people show up at a pre-bid meeting and only five people bid because the others realize this project is more than they can handle. Once we approve to award the contract, we need to give them at least 30 days to start. This process is going to take over three months.

Mr. LeMenager stated I think January 29 is too late to get started. We should move the January meeting a couple weeks earlier. I tend to agree that we do not want to go too far beyond April. This is a great idea and I think January 29 is too late.

Ms. Snyder stated I think we should meet the first week in January.

Mr. Evans stated we still have to advertise that meeting.

Ms. Burgess stated we have plenty of time to advertise a meeting for the first week in January.

Ms. Kassel stated I will be here the week of the 11th through the 15th.

Mr. LeMenager stated we could start off our new schedule and meet January 14 in the evening.

Ms. Snyder stated I will not be here. I leave the 13th.

Mr. Evans stated we do not need a meeting for staff to do the advertising for the bids. But we need time for counsel and everyone else to review this bid package and have it to us to review to where we are ready to let it. That can take between now and the next scheduled meeting. There are several disciplines involved in this package. If we had our meeting either the 21st or the 29th, that should give us enough time to advertise and gives us enough time to review the material. I am leaning toward January 29 because there is a lot of information we need to review. We will meet on the 29th and on that date, we should have a finished review package that we all have reviewed and submitted our comments. Within a few days after that, we should be able to make that bid available.

Mr. Boyd stated we can run the advertisement in advance.

Mr. Evans stated yes. As long as we include the date the package is available.

Mr. Boyd stated the pre-bid meeting date and due date are included in the advertisement.

Mr. Evans stated that starts the process.

Ms. Kassel stated we will receive everything between now and the 29th. On the 29th, we will make any changes and approve the RFP. In that timeframe it is being advertised so that February 1 or 2, the bid package is available for pick up by the potential bidders?

Mr. Boyd stated that is correct.

Ms. Burgess stated I would suggest the Monday following your January 29 meeting. That gives you the freedom to make changes and then we have time to incorporate them and have them photocopied and available.

Mr. Evans stated the next decision date is six weeks between the time they pick up the packages and the time we need to make a decision.

Ms. Kassel stated plus 30 days for them to commence.

Mr. Evans stated that is correct. If we meet on January 29 to refine the bid package and we have changes, that gives staff a week if they need it to incorporate an exhibit or something else that needs to be amended. That will give until the first week in February to be picked up. Then they have 30 days to provide a bid and bids will be received in early March. They need a week to review them and provide them to us. That gives us a week to review them once they have qualified everyone and then we go to our next meeting ready to award a contract.

Mr. LeMenager stated that sounds good.

Ms. Kassel stated that means they will commence the end of April or beginning of May.

Mr. Evans stated that will push it all the way to May 1.

Mr. LeMenager stated then there is really nothing to do with the schedule because the next meeting is already set for January 29.

Ms. Kassel asked so we are tabling that decision until the next meeting?

Mr. Boyd stated we will have to agree on the pre-bid date and the other dates on the calendar in order for the bids to go out.

Mr. Evans stated you need the date they are available, the pre-bid date, and the due date. You do not need the date the answer comes out. Assume there will be comments at our meeting on January 29. You have a week to incorporate those comments and have the bids available. That starts the 30-day bid process. Somewhere within that week or so would be a pre-bid meeting and site inspection.

Ms. Burgess stated since we are meeting on January 29, anticipating there might be major changes, we could have the packages available Wednesday, February 4. That will give us four working days. We could advertise January 25 and February 1 just to satisfy the advertising requirement if it needs to be noticed twice. We will let them know that RFP packages are available for pick up in our office at 10:00 a.m. on February 4. If we need to, we could have them available on Monday, but this will give us a couple days if we need it. We like to give them a week to review the package before the pre-bid

meeting, so that meeting could be February 11, 12 or 13 at Mr. Boyd's and the developer's availability. I would stay away from Friday.

Mr. Boyd stated I suggest Thursday, February 12.

Ms. Burgess stated that is not any type of CDD meeting. None of the Board members need to attend. Staff does not need to attend but we can if you want us to.

Ms. Snyder asked could we be invited?

Mr. Boyd stated yes.

Mr. Qualls stated I would advise that only one should be designated to go.

Mr. Evans asked if they pick up the bids on February 4, when do they need to be submitted?

Ms. Burgess stated 30 days from February 4 is Friday, March 6.

Mr. Evans stated let us give them the weekend.

Ms. Burgess stated we can give them until Monday or Tuesday.

Mr. Evans stated Monday, March 9.

Ms. Burgess stated we do bid openings typically at 2:00 p.m. in our office.

Mr. Evans asked is there a bid opening that is required when you receive them? You have not had a chance to review them. A lot of times we have not had that requirement. At a bid opening, they are expecting an award.

Ms. Burgess stated no, at a bid opening, we are simply opening the bids and announcing the prices. That is all we do at that meeting. We open them and everyone will then know what all the others bid. That is when staff will do its review, call references and prepare information for you.

Mr. Evans stated the bid opening is March 9. You will complete your review by when?

Ms. Burgess stated by Monday, March 16. We can get it into your hands on Monday, March 16. Your next scheduled meeting is March 26, so that gives you ten days to review all that information, prior to receiving your regular agenda packages.

Mr. LeMenager stated I need to leave the meeting.

Mr. Evans stated we will keep you posted on the details. Our next meeting is January 29 at 9:00 a.m.

Ms. Burgess stated to allow for any bid protest, if you award a contract on March 26, it is 72 hours within which you have to file a bid protest.

Mr. Qualls stated I believe that is correct.

Ms. Burgess stated we have to wait 72 hours, or Monday, March 30 to see if there are any bid protests.

Mr. Moyer stated that will work.

Ms. Burgess stated if there is no bid protest on March 30, then we can send a notice to proceed on March 30 and have them start May 1 and that will give them 31 days' notice.

Mr. Evans stated on March 26, the Board would make that decision subject to there being no bid protest. We would award the contract and on April 1, we can send out the notice to proceed.

Ms. Burgess stated we can send that notice to proceed on March 31 if we have no valid bid protests. We will route the contract for signature at that point and they will begin May 1.

Mr. Evans stated we will send the notice to proceed to commence on May 1. Unless someone sees a way to shorten it, I do not see how we can shorten this by a whole month. Now that we understand what has to take place, let us revisit the meeting schedule. We will meet on January 29 at 9:00 a.m. Any comments we have on the bid package, that is when we will comment on them. between now and then, among management and counsel and the engineer and the developer, they will refine the RFP package.

Ms. Burgess stated I will have to email that to Ms. Kassel but we will provide this RFP to you prior to you receiving the agenda package.

Ms. Snyder asked on the proposed schedule dates, is there any reason they changed from Thursday to Wednesday? We have always met on Thursday.

Ms. Kassel stated both of them are gone. I do not know why they chose Wednesday.

Ms. Pam LeMenager stated Wednesday is the middle of the week and no one had prior engagements with church or other after-school activities. That is why the two of them chose Wednesday.

Ms. Snyder stated it was chosen by the two of them. I know many people in the community have activities on Wednesday night.

Ms. LeMenager stated they discussed available dates and Mr. Fsadni knew the school schedule.

Mr. Evans asked do we need a CDD meeting in February?

Ms. Burgess stated not for this process because once it starts, it will proceed as we discussed.

Mr. Evans stated we have already started the process and it will move forward. We can start night meetings in March.

Mr. Qualls stated at the January meeting, if it seems there are other things that need to be brought up in February, you can continue the meeting to a date certain. That is always an option the Board has.

Mr. Evans stated for conversation sake, let us say we will not have anything.

Ms. Kassel stated I would like to say we are.

Mr. Evans stated for a moment, let us say we do not in regard to landscaping. There would not be anything for us to act on in February.

Ms. Burgess stated no.

Mr. Evans stated the next real decision has to be made in March, and the next date on our current meeting schedule is March 26 at 9:00 a.m. to approve an award of the contract.

Ms. Snyder stated I would really like to keep these meetings on Thursdays. I have planned my schedule around these meetings being on Thursday for the last two and a half years.

Mr. Evans stated there are things we know and things we do not know. We know we will meet on January 29 and approve the RFP. In the meantime staff will do the advertising for January 25 and February 1. We know we need those two Board meetings for landscaping issue. Nothing precludes us from having a meeting in February if we need one.

Ms. Snyder stated I would prefer the last Thursday as opposed to the second Wednesday.

Mr. Evans stated we currently have one scheduled for Thursday, February 26. Let us move forward with the advertising. Staff will work on the proposal. We will reconvene on January 29, and if we change our meeting dates or change something, we have time to advertise. I want to qualify the dates we need to have in order to meet our bidding guidelines. This is the most important thing we have going on. Then we can address everything else later. If we want an evening meeting in February, we have time to schedule that provided it is convenient for everyone's schedule.

Mr. Moyer stated that is correct.

Mr. Evans stated the thing that is most pressing now is the landscaping schedule. We do not need to change our schedule for right now. Everyone knows what they need to be working on. We do not need a motion since we are not approving anything.

Ms. Kassel asked we are meeting on the 29th and we are withholding decisions about future meetings until that time?

Mr. Evans stated that is correct.

Ms. Kassel stated I am fine with that.

Ms. Snyder stated I would like to make the suggestion that we keep our CDD meeting on the last Thursday of the month, no matter if it is morning or night.

Mr. Evans stated I do not know if that is a conflict for the manager or other staff if we meet at night.

Ms. Burgess stated we do not have any conflicts on the last Thursday.

Mr. Moyer stated we would have a conflict on the third Thursday.

Mr. Evans stated let us continue with the rest of the developer's report.

Mr. Haskett stated we mentioned playground mulch at a previous meeting. When you go from wood fiber mulch for the safety cushion and skull fracture, it goes from \$7,540 to \$20,000 for loose rubber mulch. I did not research this any further due to the significant price.

Ms. Snyder asked what about maintenance? Does one of these last two or three times longer than the other?

Mr. Haskett stated the mulch really should have been refreshed annually so we are looking at four or five year's worth of mulch. It is only \$1,200 a year to keep them properly maintained.

Ms. Snyder asked it is as safe as rubber?

Mr. Haskett stated that is the manufacturer's installed recommendation.

Ms. Kassel asked how often do we have to replace that?

Mr. Haskett stated we should add mulch every year. There is a safety label on the playground equipment, and when the mulch drops below that safety label, that is an indication that it needs mulch added.

Ms. Kassel asked so we are going to have to spend \$7,000 annually on mulch?

Mr. Haskett stated no. This was over a four- or five-year period that they were not mulched. To get them back up to the safety level, it will cost \$7,540 since it is about eight inches of mulch.

Ms. Snyder asked is this in the RFP to remulch playgrounds?

Mr. Haskett stated no.

Ms. Snyder asked should it be?

Mr. Haskett stated no. If you start going with a different product or manufacturer, you do not want to pin down the playground mulch because that will make the RFP price spike. You do not want to nail things down like that. I am requesting approval for the REW safety mulch application.

Mr. Evans stated basically this is deferred maintenance. In other words, we should have been doing this all along.

Mr. Haskett stated that is correct.

Mr. Evans stated considering we are strapped for funds and are trying to be financially prudent, my suggestion is to go with the wood fiber for now because we have to address the issue now and that is the most economical route we can take to get caught up.

On MOTION by Ms. Snyder, seconded by Ms. Kassel, with all in favor, approval was given to the proposal from REW for wood fiber mulch in the amount of \$7,540.
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Mr. Haskett stated I distributed a proposal from Chapco Fence.

Ms. Kassel stated it looks like it is \$600 per location to replaces the hinges, wire, drop forks and reset posts. I do not get bids on this type of thing but it seems high to me.

Mr. Haskett stated this is a result of complaints and constant maintenance issues with the dog parks and the gates sagging. They were not at a commercial grade, and this is to upgrade them to commercial hinges and wire, only on the gates and the chain link fence that was damaged on the playground area near Lakeshore Park.

Ms. Snyder stated it sounds like we are upgrading to a better quality.

Mr. Haskett stated it goes by gauge of the wire.

Ms. Snyder asked it probably should last longer?

Mr. Haskett stated yes.

Ms. Snyder stated it looks good to me. Is this something we budgeted for? Is it maintenance?

Mr. Evans stated it was not budgeted for.

Ms. Snyder asked would this come from general maintenance?

Mr. Moyer stated we have miscellaneous contingencies of \$12,000, of which we have already spend \$2,700, so you have \$10,000 in miscellaneous contingency.

Mr. Evans stated there are things you have to do and things you want to do. When you are under tight financial management, you have to decide if this is something we have to do or something we want to do, regardless of how good an idea it is. Is this something we have to do or something we want to do?

Mr. Haskett stated you do not have to upgrade but it is something you would like to do. Making the repairs is something you should do. We get a lot of complaints. The development company maintenance personnel is out there constantly making adjustments.

Mr. Evans stated labor is the same if it is commercial grade or residential grade.

Mr. Haskett stated that is correct.

Mr. Evans stated the difference is in the material.

Ms. Kassel asked if we go to commercial, is there a warranty that is longer than for residential? What can we expect for the life and maintenance? Will it be much lower maintenance to go to commercial?

Mr. Evans stated I think it is just a heavier gauge.

Ms. Kassel stated those gates are used dozens of times every day. There are many children in the park and there are people who pass through the park at night and abuse the gates. They need to be heavy duty. I support changing to commercial if it will result in greater durability and lower maintenance costs. Is this a reasonable cost?

Mr. Evans stated to a great degree we have to rely on Mr. Haskett and his experience in the number of times he bids things and knowing what contractors perform. When he presents something like this, he has done a great deal of due diligence in evaluating the proposal. You raise a good point. The dog parks are one of most used amenities that have moving parts. I think it would be good to move to commercial grade for that reason for long-term maintenance,

Ms. Kassel stated I know that some areas of the chain link fencing where it meets the top rail, particularly in the small dog park on the cypress side and in the large park adjacent to the gate, a lot of it needs attention. Even though people are not supposed to hang their leashes there, I think they do. Children climb over the fence and their sneakers get caught in the link.

Mr. Haskett stated I can ask them to do some repairs but not replacements for that if the Board so directs.

Ms. Snyder stated it has to be done so it does not get worse, because then it will be a bigger cost. My tendency is to go with a better grade.

Mr. O'Keefe stated I agree with Ms. Snyder to go to the commercial grade. Longevity of the material determines that.

<p>Mr. O'Keefe moved to approve the proposal from Chapco Fence to upgrade to commercial-grade materials in the amount of \$3,355. Ms. Snyder seconded the motion.</p>

Mr. Evans stated things like this fall under the classification of something we need to do.

Mr. O'Keefe stated yes, I agree.

Ms. Kassel stated my concern is on one hand, Mr. Haskett has a lot of experience bidding things out and I trust that, but at the same time, I feel I have to be responsible fiscally to the residents. It appears that this is a high cost for that work.

Mr. Haskett stated we are the developer and we are bringing this to you. We also, as the developer, pay a large amount of money to the District and we are protecting everyone's best interests and we are interested in a good quality of work.

Ms. Snyder asked did you receive more than one bid?

Mr. Haskett stated no.

Ms. Snyder asked have you had experience in the past with this company?

Mr. Haskett stated yes.

Mr. Tome stated they have done a lot of work for us. They have traditionally been the best value for the price. They might not be the lowest price, but we know their warranty service. They are very competitive and very good

Ms. Snyder stated the lowest price is not always the best. I trust Mr. Haskett so next time when you have a proposal, include some explanation and some history with your proposal as to why you chose the one you are bring to us.

Ms. Kassel asked will there be a warranty on this? Will they include any maintenance if something goes wrong?

Mr. Haskett stated the warranty terms are listed at the bottom. From our experience with them, all our warranties are one year so I will make sure it is spelled out.

On VOICE VOTE, with all in favor, approval was given to the above motion as described.
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Mr. Haskett stated as directed by the Board at the last meeting, I received numbers for the Swim Club pool lighting to allow for night-time swimming. I researched and received bids for solar powered LEDs, which was \$165,000.

Ms. Snyder stated I think we should table this for a while.

Ms. Kassel stated or we can look for other bids or other product that will qualify in terms of the requirements and specifications.

Mr. Haskett stated the starting point was \$22,000 to get some pool lights to be able to swim at night. This is a question of, do we need it or can we get by without it.

Ms. Snyder stated I think we should table this for the meantime.

Mr. O'Keefe stated I agree.

Ms. Kassel stated that is fine.

Mr. Evans stated it answered the question that we needed answered, and you did an excellent job in making the comparison and tracking down the information. I know you did a lot of research in evaluating if they are dark sky compliant and to fall within county requirements for night-time swimming. It was not just a matter of finding lights to install.

Ms. Snyder stated on a related note, I am having a solar water heater installed tomorrow morning if anyone wants to stop by and see what is going on. There are some great deals with the Federal government and OUC.

EIGHTH ORDER OF BUSINESS

Monthly Boat Report

Mr. Golgowski reviewed the monthly boat report as contained in the agenda package and is available for public review in the District Office during normal business hours.

Mr. Golgowski introduced Thomas Belieff. The Board has accepted Mr. Belieff as the new full-time dockmaster position. He is in the final stages of being employed by Severn Trent to service the Harmony CDD as of January 1, 2009.

Mr. Moyer stated Mr. Belieff has a number of years of service within the community and he wants to transfer that service into the Severn Trent system. They have agreed to that and that deals with having him wait six months to take vacation. We are going to waive that period and we will treat him as an employee for the number of years he has been out here working. I do not have a problem with that and I do not think anyone else will either.

Mr. Evans stated that is fine. I spoke with him earlier today and one of the things we wanted him to do is, if he is going to be at our meetings, to give us an update. I asked if he would follow up and provide the boat report. We also talked about expanded duties beyond what is boat related. He will be our eyes and ears for our assets in the field. If he sees something that needs to be fixed, he will try to fix it. If he cannot, he will coordinate with the manager or developer to get these things done. We discussed periodically coming through to look at street light outages. I do not want to bypass our process whereby we notify the manager's office of things we see. Just because he fixes things, we need to maintain the same circuitry where we notify the management company. You can certainly notify Mr. Belieff because it might be fixed before the request runs the gambit, but this way we can maintain recordkeeping consistency. If he sees broken irrigation or if something is being vandalized or any of these other things, we want him to keep an open eye to that and report to us. I asked that he submit a written overview and he will work with Mr. Golgowski on things that are going on to be incorporated in the agenda package. It will take a little while for him to get the feel for this, but we would like a summary of the highlights of what you did that week. For example, you did a street light outage and contacted OUC one particular week, and general things of that nature. It will progress as we go along.

Mr. Moyer stated to assist him in that regard, we can provide him with the report we prepare for Celebration CDD and it is a bullet list. That works out well for those Board members.

Mr. Evans stated make sure everyone still flows through the same chain of command to make sure we document everything. If he is constantly fixing something that keeps breaking, they may not know about it.

Ms. Snyder stated I have had one observation with boating. Since the fields have been cut where the canals are and people get out to pick oranges, there are a lot of rattlesnakes there. People should be cautioned.

Mr. Golgowski stated that area is out of bounds for visiting. There is a sign being staked out there imminently. The parameters are that you get out of the boat at the dock unless there is an emergency.

Ms. Snyder stated they need to know that. I know neighbors went to pick oranges yesterday.

Ms. Kassel stated we used to be able to go out on the butterfly trail and go to the groves to pick oranges. That is something we were told was allowed and was welcomed until the development of that area knocked down all the orange trees. If that is not the case anymore, we need an announcement that it is no longer the case.

Ms. Snyder asked can you put that in the newsletter?

Mr. Tome stated yes.

Mr. Belieff stated I just saw someone go out there and I have been telling them they could not pick the oranges anymore. I just found out about that yesterday and we will have a sign at the mouth of the canal.

NINTH ORDER OF BUSINESS

Supervisor Requests

Ms. Kassel stated in the last set of minutes we talked about making sure A Cut Above tells us how many years between trimming. You indicated he did not have that in his proposal but you would provide it at the next meeting. We do not have it yet and I will ask for that at the January meeting so we can have an idea what we can expect on an annual basis.

Mr. Golgowski stated he presented the program at the community meeting a week or so ago and he indicated it might be a couple years between trimming initially but over time that would lengthen to five or ten years.

Ms. Kassel stated that would be good for us to have that information on what his suggestions are.

Mr. Haskett stated his proposal did have the process with age of tree and intervals and that kind of information.

Ms. Kassel asked was that the original proposal or the second proposal?

Mr. Haskett stated on both, and it included tree care and tree history.

TENTH ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

TENTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 11:25 a.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman