

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, January 29, 2009, 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 (<i>by phone</i>)	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
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 December 18, 2008, Meeting

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

Mr. O'Keefe stated page 4, "to us" should be "to use." On page 12 where Ms. Kassel is speaking, strike "not" before "sufficient."

Ms. Snyder stated in the same sentence, it should read eight times per "year."

Mr. Qualls stated page 8 it should read "of what our other competitors charge."

On MOTION by Mr. LeMenager, seconded by Ms. Snyder, with all in favor, approval was given to the minutes of the December 18, 2008 meetings, as amended
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THIRD ORDER OF BUSINESS

Discussion of Landscape Maintenance RFP

Mr. Moyer stated at last month's meeting, Mr. Haskett distributed a scope of work to the Board. During the month, Mr. Qualls, Ms. Burgess, Mr. Haskett and I combined two documents; one is Mr. Haskett's scope and the other is what we, from a District point of view, have used for landscape contracts for other Districts. Our document was more specific but what you ended up receiving recently is a hybrid of those two documents. The idea from last month is that the Board would discuss the RFP and if approved, we will use this document for the bidding process.

Mr. LeMenager stated I have comments in the order of the documents themselves. On the evaluation criteria, I am looking at the weighting given to Personnel and geographic location. Can this be seen to give an unfair advantage to the current contractor? Does REW already have facilities on site?

Mr. Qualls stated the District has to follow the District's rules for the bidding of maintenance contracts. One of the factors that may be considered by the Board is the geographic location of each bidder. The case law says that so long as the entity providing the bid states that they can treat geographic location as a factor, it is acceptable. Since it is in the rules, it is acceptable for the Board to consider geographic location.

Mr. Moyer stated part of the reason is we had a landscape contract with a contractor out of South Florida performing maintenance for a Central Florida District, and they were not very responsive. This is not meant to penalize a contractor who has an office in Kissimmee or the general geographical area. That is something you take into consideration when you receive these bids. It does not matter if they have an office on Sand Lake Road and they are a good contractor; that is still acceptable to us. It is included to deal with that situation of a contractor coming from Sarasota, Tampa or Palm Beach.

Mr. LeMenager stated I have no problem using it. I just wanted to make sure it was not giving an unfair advantage

Ms. Snyder stated the revised criteria worksheet has each element broken down more specifically in a lot more detail. That makes it easier to understand the point weight.

Mr. LeMenager stated that is even better.

Ms. Kassel stated I want to commend Mr. Moyer, Ms. Burgess, Mr. Qualls and Mr. Haskett because this is much better than the original one.

Ms. Snyder stated I agree; it is excellent.

Ms. Kassel stated my concern is item 4 on page 7 of the scope of services. The first paragraph refers to green and environmentally intelligent practices. Those two sentences is all in terms of directing the contractor to our green practices. I would like to see perhaps a listing of some general green alternatives to be considered and utilized, either in this section or somewhere else. This is so general and is so unspecific so as to not direct the landscaper in any particular way or obligates them in anyway.

Ms. Burgess stated that was a paragraph offered by Mr. Haskett. We can move it earlier within the document or we can insert it in several places.

Ms. Kassel stated perhaps if we had a listing of alternatives or references to another manual or something that is in more detail and gives them an idea of what we are looking for or the alternatives to traditional landscaping. This obligates them to virtually nothing.

Mr. Evans asked does that list exist?

Mr. Haskett stated it is related to the environment that can be affected by chemicals, pest control and herbicides, which is always changing on what can and cannot be used. A professional firm should already know that. I do not know that you want to specify it. If they have to use something that is not green and we lose all the St. Augustine, they will blame the fact that we made them use something as a green alternative and that is why the grass died. This is a suggestion because they still have to do their job and maintain the property.

Mr. LeMenager stated Ms. Kassel has a good point. Perhaps under the evaluation criteria for experience, we could add a comment for any experience they have with certified green chemicals. It is an important part of our marketing of the community that we are a green community. Perhaps that should be something we are evaluating.

Mr. Evans asked are we making requirements or recommendations? If we are making requirements, then we need to specify what those requirements are.

Mr. Haskett stated they are recommendations.

Mr. Evans stated then he has to guess at what is expected of him. We either are very specific or we make recommendations to implement as many green procedures as possible. If you stipulate that they shall use certain green procedures, based on our turf or other plant material, it may not be totally conducive to it.

Mr. Golgowski stated there are recommended practices known as Florida friendly practices within the State of Florida. There are general guidelines to help guide decisions

in how you proceed as opposed to being prescriptive. It states a philosophy and some general guidelines of things that are available and are recommended for applications like this. We can reference those.

Mr. Evans stated that is helpful for whoever is reading the document. If we are telling someone they need to adhere to certain practices, we need to tell them where those practices are that you envision. We can reference a website or a publication or any other type of specific access.

Mr. LeMenager stated the Chairman is correct. If you put something in quotes, that means it needs to be defined and it is not defined anywhere. We need to define what that means and give them some direction. Otherwise it is just a nice statement.

Mr. Haskett stated it is defined through the Florida Green Coalition.

Mr. LeMenager stated then you need to have some specific reference. If you do that, then you have defined it and it is a clear definition.

Mr. Evans stated we are going to reference the Florida Friendly publication that is issued by the University of Florida.

Mr. Haskett stated we can add to the last sentence “as outlined in the Florida Friendly manual, which is part of the Florida Green Coalition.”

Mr. LeMenager stated yes. I would like to go back to page 2 of exhibit B, to Section 1.2, there is a reference to Owner. I could not find a definition of Owner.

Mr. Qualls stated Owner will be changed to District. That gives the misconception that you will only maintain something if it is owned by the District, and many areas are not necessarily owned by the District. That will be a global change throughout the document.

Ms. Burgess stated this scope is an exhibit to the contract, and Owner is a reference to the District in the original contracts we have used. Typically, however, we do use this scope as a stand-alone document, so it is better to change it to District.

Mr. LeMenager stated in general, I do not think we have defined the scope of the project very well. This small drawing for Exhibit D does not define the scope of the project.

Mr. Boyd stated the rights-of-way along the roadway show up as black lines on the smaller map but they are orange areas on the larger maps.

Mr. LeMenager asked we are still talking about maintaining the show streets?

Mr. Boyd stated that is correct.

Ms. Snyder asked under edging, is it only the street side of the sidewalk and not the owner side of the sidewalk?

Mr. Boyd stated we have two specifications which is undeveloped open spaces or community parks.

Ms. Snyder stated edging indicates all edging and if you live on Cat Brier, it is only the street side of the sidewalk. I did not see where that was defined.

Mr. Boyd stated it is defined in the exhibit. The street side of the sidewalk is orange and the private side of the sidewalk is the line.

Ms. Snyder stated I do not want the contractor to think that it is all driveways and sidewalks. I assumed it was CDD property.

Mr. Boyd stated the CDD maintains between the sidewalk and the road on the main roads but not in the internal developments.

Mr. LeMenager stated on the western entrance, there is CDD property and then the sidewalk, and then there is another grass area that is maintained but I do not think it is by the CDD. Do we want them to continue to do that?

Mr. Boyd stated this scope of work is strictly from the sidewalk to the curb.

Mr. LeMenager stated they are doing more than that on the western entrance.

Mr. Boyd stated they may be doing the berm out there.

Mr. LeMenager stated in exhibit B at the top of page 4, we are talking about the contractor having the ability to place debris dumpsters. Do we need to have limits on the dumpster location or define what temporarily means? This gives them the ability to put a dumpster in the middle of Town Square and leave it there for a couple days.

Ms. Burgess stated I thought there was language included that indicated a District-designated location.

Ms. Kassel stated it says upon written approval from the owner, which seems to be additional to the contract.

Mr. LeMenager stated that is for storage for their regular materials and equipment. That sentence does not seem to require written approval for a temporary dumpster.

Mr. Moyer stated if there is no objection, we will add that language.

Mr. Qualls stated I will add "location to be approved by the District."

Mr. LeMenager stated on page 7, there is a list of people they need to coordinate things with and the list does not encompass everything. It refers to adjacent property owners as directed by the District. Is that legal? Can we direct them to do anything on property that is not ours?

Mr. Qualls stated it is not a matter of ownership. The District cannot tell them to go across the street and mow their yard.

Mr. LeMenager stated I would delete that line since it was not intended to be an all-inclusive list.

Ms. Kassel asked is that not just for coordination of notice? It is not for the contractor to do anything on anyone's property but to coordinate with other property owners if their property is adjacent to areas where the landscaper needs to do work on.

Mr. Evans stated that is correct. If the District has to do maintenance on a drainage pipe in an easement that runs along someone's property, this means they need to coordinate with them that they will be working in the area.

Ms. Burgess stated I think that was the intent.

Mr. LeMenager stated that makes sense.

Mr. Evans stated it would be good to notify them. If we have an easement over someone's property to repair and maintain the drainage outfall, this means they contact that property owner. It is a catch-all category. We will keep it.

Ms. Kassel stated it lessens our liability as well.

Mr. LeMenager asked Section 4.1.4 for disease and insect control, is this the same as what is in our current contract? Are they currently taking care of these things?

Mr. Haskett stated yes, it is the same basis as they are doing now.

Mr. LeMenager stated for the whole section for sport turf, we make reference to the other sections for turf care in general. I wonder if we really want to refer back to another part of the scope. As I read them, they seem to stand alone. Why are we continually making that reference? We are clearly defining this as a different kind of turf.

Ms. Burgess stated I included part of that, simply for instance, for chemicals where we require the MSDS sheets and we require certain other things. I can simply copy those application sections into the sport turf section. There are certain requirements that you will want them to follow, whether it is regular turf or sport turf.

Mr. LeMenager stated I think that would be better. All the rules will not be exactly the same so I think you can cut and paste those certain sections. In Section 4.2.3, are items A and D in conflict? One says frequency twice a year and the other is “apply as needed.” They need to be clarified to twice a year plus as needed.

Ms. Snyder stated you can delete twice a year.

Mr. Qualls stated you want a minimum of twice a year.

Mr. LeMenager asked why do we have a reference to Celebration turf in point C?

Mr. Haskett stated Celebration is the variety of turf.

Mr. LeMenager stated page 16, Section 4.3.4, for shrubs and groundcover pest and disease control, it seems there is a lot of mold and other thing growing on our trees in general. I wonder if what we are using is strong enough.

Mr. Haskett asked are you talking about the oaks on the boulevard?

Ms. Pam LeMenager stated the north-facing trees on the main show streets. There is a fungus growing off the trunks. The reason it grows is insect waste. Insects are living in the trees, spores get onto the tree and it starts to grow. The insecticides or herbicides are not working or are not being used appropriately.

Mr. Haskett stated I will talk with the arborist and get his recommendations. That is a naturally occurring process with live oaks, but we can address it if appropriate.

Ms. LeMenager stated if it is in the current contract, it has not been addressed.

Mr. LeMenager stated page 17, for tree care, I note we refer to our certified tree arborist, A Cut Above, but on the pruning I wonder if we are going to have potential conflict with only a general statement that they have to work with the arborist. Should we have this included at all? Should we have pruning as a separate contract with A Cut Above? I wonder if we will have double expenditures. We have made a clear statement that we want to protect our tree investment, which is so important to how the community looks.

Mr. Evans stated I would take out the name of the provider.

Ms. Snyder stated I think we require the contractor to have an arborist on staff. If they do, could they do ongoing maintenance when A Cut Above is finished?

Mr. Haskett stated yes.

Mr. LeMenager stated it is not just maintenance but continued shaping for A Cut Above.

Ms. Snyder asked if they are going to get them in shape now and the new company has an arborist on staff, do we need A Cut Above to continue maintenance?

Mr. LeMenager stated one of the things addressed in the minutes last month on page 37, where Ms. Kassel asked about having A Cut Above tell us about their detailed plans.

Ms. Snyder stated we decided we needed ongoing maintenance. Will the new company provide that maintenance?

Mr. Evans stated change that to the District “may” retain a certified arborist regarding maintenance and pruning and all events shall be coordinated at that time. It allows them to engage one if necessary and then all this will apply in the event that takes place.

Mr. Haskett stated the intent of tree care for this contract is limited to ten feet or less in height. The intent is to keep the trees off the sidewalks and for public safety. Item F includes many types of trees and some trees have to be done on an annual basis. This scope of work is not in our current arborist’s scope of work. We need to keep tree care in the contract.

Mr. Evans stated I suggest we change the wording in 4.1.1.a to read “the District may retain a certified arborist regarding maintenance and pruning of the District’s trees. All maintenance and pruning activities shall be coordinated with this arborist, if engaged.”

Mr. Qualls stated “in the event the District has retained a certified arborist,” and then the rest as you stated.

Mr. LeMenager asked should we make sure that part is clearly priced separately to let their experts do the work? I am thinking about flexibility for the future. A Cut Above does not perform all this other work. They are tree specialists.

Mr. Evans stated this maintenance contract is for 10 feet down. A Cut Above is 10 feet and up.

Mr. LeMenager stated I agree that we should not mention them by name. On page 23 of exhibit B, it references a monthly highlight report. Is anything like that being done now with our other contractors?

Mr. Haskett stated that is something that I have taken on over the years to coordinate complaints to work with the contractor. If things are noticed, it is addressed with the contractor. There is not a formal report.

Mr. LeMenager stated this would give us a new agenda item. That sounds like a great idea.

Mr. Moyer stated we do that in Celebration.

Mr. Qualls stated the District Manager is charged with the works of the District and I agree the contractor needs to be communicating with the Board. I recommend that be done through the Manager or his designee, who makes sure the contract is being carried out to its proper specifications. It is the Board's duty to make sure it happens, but to make sure it happens through the Manager. I want to reword the contract to parallel that flow that the contractor reports to the District Manager, or his designee. It can even be Mr. Belieff and that can be part of his report each month. Then there would be no requirement for the landscape maintenance manager to attend these meetings or prepare a separate report.

Ms. Snyder stated it is pretty well outlined in their bills as to the work they performed.

Mr. Moyer stated that is correct.

Mr. Qualls stated it is outlined in the contract for work that falls outside the contract, that work has to be approved in writing.

Mr. Moyer stated whoever the Board selects, we will give them the form of that report.

Mr. Qualls stated I want to commend everyone for their comments. I want to go back to the green aspect. From a legal perspective, there is no law requiring us to be green. I was looking on the Florida Friendly website. It says there are Florida Friendly plants that use less water. Is that the direction we are going where the contractor should make every effort to plant Florida Friendly plants? Is that what we are trying to capture in being green?

Mr. LeMenager stated I think that is the point.

Mr. Qualls stated I am looking for direction since "green" is not a legal concept and we need to be careful how we define it. Going to the website is a good idea, plants that are native to the Florida environment that use less water. Is that the idea?

Mr. LeMenager stated I believe so, yes.

Ms. Snyder stated yes.

Mr. LeMenager stated thank you for including my idea of doing the rights-of-way on the residential streets for unit prices so through this process, we can determine what it will cost if we try to do that.

Mr. Evans stated they did a good job. They worked with a document that is used often and tailored it to our specific needs. It is my understanding the advertisement was going to be published January 25 and again on February 1.

Mr. Qualls stated there was a question if the advertisement needed to be published one week or two weeks. The District's rules say it must be advertised at least once, and it was advertised on January 25.

Mr. Evans asked what do you need from the Board? Do you need the approval of this document?

Mr. Moyer stated I think that would be appropriate, a motion to approve the contract documents and specifications as amended by this discussion.

On MOTION by Ms. Kassel, seconded by Mr. O'Keefe, with all in favor, approval was given to the RFP package and documents, as amended above.

Mr. Evans stated good job, everyone.

Ms. Snyder stated this helped a lot.

Mr. LeMenager stated that was my key point was to have a well-defined scope.

Mr. Moyer stated all the bidders will receive this document.

Ms. Burgess stated something else that will help is there is a mandatory pre-bid conference they have to attend. They will be able to ask questions and have them answered at that time.

Mr. Qualls stated the contract we distributed under separate cover will be part of the bid package.

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 we have collected about 43% of our non-ad valorem assessments collected on our behalf by the Tax Collector, which is indicative of those who have mortgages since they will pay at the earliest possible time to take advantage of the discount. This amount is a little on the low side. It is usually 60% to 80% by the end of December but that is indicative of the number of people who have mortgages and those

lots owned by the developer. There is nothing to be concerned about at this point because we are still within the window of when people pay their real estate taxes.

B. Invoice Approval #105 and Check Run Summary

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

Mr. LeMenager stated I noted the attorney is still charging for travel time. I presume that will cease beginning with this meeting?

Mr. Qualls stated last month I indicated it will be effective as of January 1, 2009, but on my last invoice, I only charged 90 minutes.

Mr. LeMenager stated I notice that you are also splitting costs with Harmony West. I take it you are now having two CDD meetings back to back?

Mr. Moyer stated we did for a time. Harmony West CDD is new and to the degree they have joint expenses, they will split those.

Mr. LeMenager stated that is great.

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

C. Reconsideration of Fiscal Year 2009 Meeting Schedule

Mr. Evans stated we discussed the possibility of changing our meetings to monthly, to bi-monthly, to quarterly, to daytime or in the evening. We did not come up with a general consensus but we agreed to have today's meeting because of the landscape RFP. Our next meeting is scheduled for February 26 at 9:00 a.m.

Mr. LeMenager asked will we need a February meeting? When are the landscape proposals due?

Ms. Burgess stated March 9.

Mr. LeMenager asked will we have anything to do in February?

Mr. Evans asked is there anything else that will need to be addressed?

Mr. Boyd stated we talked about doing aquatic maintenance as a uniform bid.

Mr. Evans stated I saw an overview for the aquatic program, but I do not know if the manager or the attorney have looked at that.

Mr. Moyer stated no.

Mr. Evans stated Mr. Golgowski put something together regarding the pond maintenance obligations, which are a condition of the South Florida Water Management District (SFWMD) permit for the master drainage permit. It follows along the same lines

of what we did for the landscaping RFP. They put together the mechanics of what needs to take place. You need to look at it from a contractual and execution standpoint as you did with the landscape maintenance RFP. You can send that back to us and let us know what we need to do in order to enact it,

Mr. Boyd stated I brought some exhibits that show the areas that need to be treated.

Mr. Evans stated that scope is under the bid limit, so you can proceed with an RFP and bidding those scopes and have it for us at the next meeting if we reconvene in March.

Mr. Qualls asked if it is under the limit, why do an RFP?

Mr. Moyer stated I want to look at it. We at least want to get several quotes. The bid limit says I can contract without bidding, but I do not think that is good business practice. We can do it on a more informal basis than what we are doing for landscaping.

Mr. Evans stated it gives you the opportunity to work through the documents and go through the bid process to obtain quotes.

Mr. Moyer stated you all had some good input into our landscaping package. We can circulate to the Board what we collectively come up with and get individual feedback. If there are no major changes to the scope, other than the types of things we discussed today, we will get some proposals and bring them to you at your March meeting.

Mr. Qualls stated I recommend a motion to that effect, authorizing staff to put that together, to receive responses after individual Board member review, since it sounds like we will not have a meeting prior to March. Staff will prepare the specifications for an aquatic maintenance program. It is under the bidding limit, and there is no requirement in the rules or charter to go through the formal process. However, it is good business practice to put it out and get several bids. I would like authorization to put together the package, get individual feedback from Board members, and then send it out to receive responses between now and the next time the Board meets.

Mr. Boyd stated aquatic maintenance is different from landscaping in that it includes ponds on the golf course. The CDD has the easement and the right to maintain those ponds. The reason we do aquatic maintenance on all ponds is because the ponds are interconnected on a common system. It does not make sense to have different contracts for different ponds. We need one uniform contract that provides the same aquatic program for all the ponds under one contractor. The purpose is to control aquatic weeds, other nuisance algae and nuisance species.

Mr. LeMenager asked does the golf course make contribution to the maintenance of the ponds?

Mr. Boyd stated through their assessments paid to the District.

Mr. Evans stated we mentioned there is a master permit with SFWMD to the CDD. It is the CDD's responsibility because all the water from all the ponds drains into various lakes. The lakes on the golf course receive drainage from the roadways. SFWMD wants a single body to be responsible for overall aquatic maintenance, not so much the landscape maintenance. The golf course maintains the landscape areas around the ponds up to the edge. Because the ponds are interlinked, not with every other lake, but within the tiered system, you want those treatments to occur at the same time.

Mr. LeMenager stated the system worked terrific with all the rains we have had.

On MOTION by Mr. O'Keefe, seconded by Ms. Snyder, with all in favor, approval was given for staff to prepare and distribute an RFP package for aquatic maintenance services, to receive individual feedback from Board members, and to proceed with the RFP in order to present the results at the March 26, 2009, meeting.

Mr. Evans stated it was suggested that we not have a meeting on February 26 but we convene on March 26.

Mr. LeMenager stated proposals are due March 9. That means they will sit there for three weeks before we do anything. Have we thought through the schedule? Is that soon enough?

Mr. Moyer stated we need a little time because staff has to review those proposals. We have to get that to you in order to do your scoring. I do not think you can do it as early as the 10th or 11th.

Ms. Snyder stated I already made plans and will not be back until then.

Mr. Evans stated we discussed that the bid opening is on March 9. Staff has until the 16th to review them. They will forward them to Board members to review prior to the meeting on March 26.

Ms. Burgess stated part of the review is contacting all of their references. That is one of the elements in the scoring criteria. I fully expect we will have eight to ten people responding and we need to contact at least three of their references. That will take staff some time to do, about four or five business days.

Mr. Evans asked is the consensus to have the next meeting on March 26 at 900 a.m.?

Mr. LeMenager asked may I suggest an evening meeting? There seems to be some support for it according to our meeting minutes from last month. Let us see if we can get some additional people to come to the meeting. The idea was to keep the current dates, but if we can get people to come, terrific. Otherwise, we gave them the opportunity and we are going back to 9:00 a.m.

Ms. Snyder stated I agree with the last Thursday of the month; it does not matter to me if it is morning or evening.

Mr. LeMenager stated let us try it in the evening and give everyone enough notice. Let them know this is their opportunity to participate.

Ms. Snyder stated if there is not an increase, we should make it convenient for people who have to travel.

Mr. LeMenager stated I am in complete agreement.

Mr. Evans stated we also have staff from Harmony Development.

Mr. Moyer asked do you want to begin at 6:00 p.m.?

Ms. Snyder stated whatever is convenient for staff.

Mr. LeMenager stated we can do it as early as 5:00 p.m. if that works better for you.

Mr. Haskett stated I need to confirm the room is available in the evening.

Mr. Evans stated if the room is available, we will meet at 6:00 p.m. Otherwise, the meeting will be at 9:00 a.m. We will give you ample time to send a notice to everyone.

<p>On MOTION Mr. LeMenager, seconded by Ms. Snyder, with all in favor, approval to hold the next meeting on March 26, 2009, at 6:00 p.m. if meeting room is available. Otherwise, the meeting time will be 9:00 a.m.</p>
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FIFTH ORDER OF BUSINESS

Attorney's Report

Mr. Qualls stated I want to thank everyone for your thorough review and comments on the bid specifications. I also want to thank Mr. Haskett. He worked hard on this bid package. His institutional knowledge and his research in how to make it better was extremely helpful.

SIXTH ORDER OF BUSINESS

Engineer's Report

Mr. LeMenager stated I was able to find documentation for one easement that exists but I did not find an easement for the properties along U.S. 192 or that they were

transferred. I have two points. I think we need to document those easements. Why have we not been transferred ownership of the property at the front?

Mr. Boyd stated I have a blanket drainage easement that the District has over the entire District, except for platted lots. The purpose is so the CDD can maintain any drainage facilities excluding platted neighborhoods. I also have a blanket ingress/egress that allows the CDD to enter any and all park areas from any point on the property. To speak to the areas along U.S. 192, two ponds were built with phase 1 construction, which consisted of the ponds, the entrance road, Town Square, this portion of Five Oaks Drive, and Cat Brier Trail up to Buck Lake. When that work was completed, it was platted and the rights-of-way for the roadways, from back of curb to back of curb, were conveyed to the County. The landscape and utility tracts were conveyed to the District to maintain the utilities. At that time, the CDD owned all the water and sewer utilities. The balance of the property was not platted because the development parcels remained undefined. We had established a spine road and we built the ponds. During that same period of time, the developer initiated a program with FDOT for the widening of the roadway several years in advance of their original schedule, which included the underpass to the high school. With that in place, DOT needed drainage easements to all four ponds. They are joint use ponds for DOT and the CDD for water running off the roadways. They have maintenance easements over them by both DOT and the CDD. They are being used by the public, by DOT and by the CDD. The developer has no ability to use them for private development purposes but the legal property lines were not defined other than in the easement. That was because Town Center had not yet been designed. The blanket ingress/egress easement applies to the front section west of the entrance, which is the public use trail that gets everyone to the high school. The reason the CDD does not own it is because it is better to wait until the two undeveloped property on either side of the entrance are platted and the dedications are done one time. One of the developments that came up when Town Center was being designed is that truck access needs to be at a second entrance rather than having them come in on Harmony Square Drive. We are working with DOT now to finalize this easement. If we had them under conveyance now, we probably would not be able to create that second entrance.

Mr. Evans stated there is an interlocal agreement between DOT and the CDD whereby DOT granted to the CDD to do the landscaping in the median and the rights-of-way on the basis that the District maintains that landscaping.

Mr. Boyd stated that pertains to maintenance of the DOT right-of-way shown in green on the map. The CDD maintains the right-of-way because of the grant to allow the plantings that DOT would not traditionally install. We installed nicer plantings than DOT would do. We have an obligation to maintain the median and right-of-way because DOT will not. They are all green friendly plantings that have low irrigation requirements. The intent is to show that all the DOT right-of-way is included to the high school, on both sides of the highway.

Mr. Qualls stated Section 190.011(7)(a), Florida Statutes, the District shall have and the Board may exercise the following powers, to hold control of any public easements and to make such easements for any of the purposes authorized by this Act and that fits inline with these maintenance easements.

Mr. Evans stated there is a blanket easement that was granted in 2000 over the entire land in the CDD as an access easement. The intent was, when each plat is recorded, that plat will supersede that easement over the top of the property. When the plat is recorded, it defines where the District continues to have an easement. Either they own the property or they have other easements on there. After the plat is recorded, the District issues an amendment to that drainage easement, which removes all of the land that is within the boundaries of that plat and supersedes it with the conditions set forth in the plat. This way you remove the easement from the platted lots for each subdivision. I have the seventh amendment to the drainage easement for parcels D2 and E, which have been platted and it modifies the drainage agreement that we need to act on. I am requesting approval of this agreement. The original agreement lays out the parameters for modifications to this drainage easement.

Mr. Boyd stated it removes the private lots from the CDD drainage easement. This document will take care of all lots in parcels D2 and E at the same time and remove our responsibility.

On MOTION by Mr. O'Keefe, seconded by Mr. LeMenager, with all in favor, approval was given to execute the seventh amendment to the drainage easement, as discussed.

Mr. Evans stated the land along U.S. 192 will be deeded at some point. There has been a provision and practice in place when the District was established that for areas like the access walk, when the plat is finished and recorded, that is when all those properties will be conveyed.

Mr. LeMenager stated that makes perfect sense.

A. Acknowledgement of Consent to Assign Engineering Contract

Mr. Boyd reviewed the consent to assign the engineering contract to Woolpert as a result of the merger with Miller, Einhouse, Rymer & Boyd.

Mr. Qualls asked is this the typical assignment where the terms are the same as the existing contract?

Mr. Boyd stated yes, it has the same terms as the existing contract. The updated hourly rates are attached, which are favorable to the District. It is a master agreement for us to attend these meetings and doing anything the Board directs us to do at these meetings. For larger projects, there will be a separate, specific contract.

On MOTION by Mr. LeMenager, seconded by Mr. O'Keefe, with all in favor, approval was given to execute the consent to assign the engineering contract to Woolpert.

B. Consideration of Proposal to Design a Water Line Loop Connection

Mr. Boyd stated related to the utility infrastructure, Harmony was required to build the water and wastewater infrastructure for the neighborhoods. Once it was built and accepted, Toho Water Authority will accept ownership and maintenance for those facilities. Infrastructure includes water lines that provide not only potable water but fire protection services as well. There is a dead line that runs along the phase 3 infrastructure, which is Five Oaks Drive all the way until it dead ends into Cat Lake. That line alone will not be able to provide fire protection for the east side of the community. The utility master plan approved by Toho Water Authority provides a link that runs from neighborhood E across the wetland, tying into the CDD property shown in yellow. Then it ties back into the infrastructure roadway. The purpose of that loop is to loop the neighborhoods. If, for some reason, there is an outage or a line is closed, water can go back up the other direction. It is the completion of the water system for the CDD. The reason it has not been built, previous to neighborhood E being completed, there was a span that the CDD was waiting for the developer to put in place. Now that D2 and E are

completed, the CDD can connect and complete the line. There is a SFWMD permit that allows for the wetland crossing. We are going to evaluate that construction two ways. One is a directional bore that will result in no impacts to that wetland. Another one is selective hand clearing so the pipe can be trenched and land can come back to its natural state after installation is complete. The proposal is for this scope of work.

Mr. LeMenager asked why do this now? This is \$20,000 for a design project and we know the state of the current economy. The developer cannot sell properties on that side and we are years away from actually doing anything on that side. Realistically, we have a gorgeous neighborhood E that has not had any home sales.

Mr. Boyd stated there are two reasons. One, it provides an alternate route for water to go to the neighborhoods if you need maintenance. All the water for the neighborhoods comes through Five Oaks Drive. If there was a breakage and the line had to be shut down, there would be no water for the entire balance of the neighborhoods. This is typically the case in the initial phases of a development. It is not practical to create a loop in the initial phases but it is desirable when it can be completed. The second reason is that there are funds in the capital projects fund and there are restrictions on how long those funds can remain in place.

Mr. Evans stated it is an obligation on behalf of the water utility plan.

Mr. LeMenager stated I think the ability to provide fire protection for the property we have developed is a very strong argument,

Mr. Boyd stated that is correct.

Ms. Snyder stated getting this done will make it easier to get the trails through the wetland.

Mr. Evans stated he will explore whether to jack and bore, or to clear and put the pipeline through.

Mr. Boyd stated the alignment will line up with the trail

Ms. Snyder stated with the economy the way it is, it will be more economical to do it now than to put it off.

Mr. Boyd stated one advantage in doing it now is we will get better pricing for capital projects.

On MOTION by Ms. Snyder, seconded by Mr. O'Keefe, with all in favor, approval was given to the proposal for the water line extension.

Mr. Boyd stated I have a follow-up item that Ms. Kassel requested of us at the last meeting. She observed cracks in sidewalk along Cat Brier Trail. Rick Gierok from our office walked that area from the southern end to the northern end. He did identify some locations. Some locations are in the sidewalk inventory that were noticed last year but were not severe enough to warrant maintenance at that time, and we observed some new ones that were not in that original inventory and possibly were not there at the time or they may have been missed. It has been a year since we did an inventory, and sidewalks are a constant maintenance issue. I am not surprised that we have new cracks or spawling. I distributed a copy of the report we prepared and I will highlight our recommendations. There are seven locations that Mr. Gierok observed and photographed. The last three are the ones we feel warrant immediate attention. Last year we also prepared a sidewalk maintenance policy, and that classified different categories of cracks or damage. Priority level 1 is anything that has a 3/4-inch or greater vertical or horizontal separation. Items 5, 6, and 7 have that. It is our recommendation to coordinate with the District Manager to get a price to repair those three areas. Even the other areas do not warrant immediate attention, we recommend getting a price as well since the contractor will have to mobilize anyway to make the priority repairs. The CDD already has the authority to repair items 5, 6 and 7 without any further action from the Board because they fall within category 1, which is the policy of the Board to be repaired as soon as possible.

Mr. Evans stated the Manager is authorized to repair items 5, 6 and 7 and get pricing on the other areas.

Mr. Moyer stated we will proceed to do that.

SEVENTH ORDER OF BUSINESS

Developer's Report

Mr. Haskett stated at the last meeting, you authorized the repair of the fence at Lake Shore Park as well as the latches and hinges at the dog parks. They were completed a couple weeks ago and I did an inspection with Chapco. I was not happy with the hinges that were installed. I had them modify the hinges and latches to my satisfaction. The gates were really stiff and I had them put a sleeve in the post so the hinges will slide

easily and the gates will not stay open. They did a good job of following up on that. The Board authorized mulch for the playgrounds, and that was completed last week. We had a nice comment from a mom saying how nice it was and how much her kids enjoyed it. The arborist is almost complete but he did have a large scope of work. He is in the Birchwood and Cypress neighborhoods, and he should be complete by next week. He apologized for his extended schedule but he did fit us into his busy schedule. He would appreciate our leniency in him taking longer than originally proposed.

Ms. Snyder stated he did a great job cleaning up. They cleaned it up right away.

Mr. Haskett stated I have not received any complaints on his services. There is a Virginia Baker Pool and Safety Act that has to be acted on throughout the whole United States. I received proposals from Spies Pool and Pool Works, as recommended by our pool maintenance contractor. All the pool drains in every pool within the United States have to be upgraded to a larger, non-entrapment drain cover. That was supposed to be done by December 19, 2008, but since every pool has to have this done, the manufacturers could not keep up with the legislation that had been enacted. Therefore, they were delayed in manufacturing the product. I am looking for authorization for Pool Works to do the work once the covers come in. That will satisfy the health department when they come out to inspect the pool. As long as we have a contract initiated, they will not close the pool. If we do not have a contract in place, they can shut the pools down until they are rectified. The cost is \$775 for the Swim Club, \$700 for Ashley Park and \$250 for the wading pool, compared to \$1,200 apiece for each pool from Spies. Unfortunately, there is no alternative to the rule.

Mr. Moyer stated we have several other communities that have this issue. The price Mr. Haskett obtained is a very good price.

Ms. Snyder asked is it the same quality?

Mr. Haskett stated yes.

Mr. Qualls asked is there a timeframe within the contract when the work will be done, or is it as materials become available?

Mr. Haskett stated it is as materials become available. They expected to start production of that drain cover in mid-January. It is a matter of having this on file for the health department.

On MOTION by Ms. Snyder, seconded by Mr. LeMenager, with all in favor, approval was given to execute the agreement with Pool Works to install the new drain grates, in the total amount of \$1,725.

Mr. Haskett stated I have a plan of tree pruning strategies throughout the life of the trees to distribute to everyone.

EIGHTH ORDER OF BUSINESS

Monthly Boat Report

Mr. Belieff 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.

Ms. Snyder stated I was at an auction recently and got a lot of fishing poles if you would like them.

Mr. Belieff stated that would be great. I can pick them up from you. I think doing anything with kids and fishing is a positive event. With boat orientations, we had about four this past month. They used to be on Saturday, but now I try to accommodate their schedule. It can take up to an hour and some people cannot do it on weekends. We are proposing that my days off be Tuesdays and Wednesdays.

Mr. Golgowski stated the lake is already closed on Tuesday, but that leaves two days uncovered at the lake unless there is a special request. He does 12-hour shifts on the weekends.

Mr. Belieff stated that prevents overtime hours.

Mr. Evans asked are you proposing to close the lake Tuesday and Wednesday to coincide with your days off?

Mr. Golgowski stated yes, for now. Until we get a backup person, that individual could cover Wednesdays.

Mr. Evans asked until such time you have the volume that justifies it?

Mr. Golgowski stated yes. We are trying to orient people more toward weekends.

Mr. Belieff stated a lot of people call me and I try to require 24-hour notice on reservations. Sometimes they call on the spur of the moment and I try to do what I can for them. Without any notice, it is hard for me to make plans with my schedule. I try to be around all the time on weekends. That is the heaviest activity.

Mr. Evans stated what I am hearing is that you want to establish a policy that the lake is closed Tuesday and Wednesday on a consistent basis for now until we have a demand

where we cannot handle it the rest of the week. That will also give Mr. Belieff some consistency in having his days off.

Mr. LeMenager stated when we say "closed," the boats are not available but someone can still fish from the dock.

Mr. Golgowski stated yes.

Mr. Belieff stated the lake is always closed on Tuesday for boating activities.

On MOTION by Mr. O'Keefe, seconded by Ms. Snyder, with all in favor, approval was given to close Buck Lake on Tuesday and Wednesday each week for boating activities.

Ms. Snyder stated two people called me about the boats and they said they had called a day in advance and you told them just to call an hour before they wanted to go out and they were put off about that.

Mr. Belieff asked did they call me back?

Ms. Snyder stated I do not know but they were really upset because they thought they were supposed to call a day in advance. The quote was to call back an hour before you want it.

Mr. Belieff stated I may already have had previous reservations on the boat.

Ms. Snyder stated I asked them that, and they said you did not indicate that. If that is true, then tell them that is the case.

Mr. Belieff stated if you have a reservation at 11:00 a.m., I want you to call at 10:00 a.m. to make sure the boat is back. If someone else has the boat, I need to make sure they are back to the dock and that the boat is charged. Sometimes I have people who do not come back when they are scheduled to return.

Ms. Snyder stated I understand that. Is the rule to please call the day before you want to take the boat?

Mr. Belieff stated it helps for me to plan my day.

Ms. Snyder stated I recommend calling as soon as you can when you want the boat, no matter what day it is. They were concerned that you did not take the reservation and you did not say the boat was already reserved but you wanted them to call back the next day. They also wondered if you could post the schedule.

Mr. Golgowski stated there was one incident that sounds like what you are talking about. Mr. Belieff was off on Wednesday and they wanted to take the boat out that day.

Ms. Snyder stated you can put me down as a backup in case something like that happens. Just so people do not get upset and you can tell me what to explain to them.

Ms. Burgess stated the Board did adopt rules that established a process for this, and we established that before we hired Mr. Belieff. We had discussions making those reservations online, which we are not able to do at this time, but we discussed calling the District Office to make those reservations. We can make sure we have a credit card number and can make sure they have been through the preliminary class for orientation. We were waiting for Mr. Belieff to come on staff and get accustomed to what he would be doing. That is the intent of what I understand the rules to do, to make those reservations through the District Office. I think that will alleviate a lot of people just calling him directly. They can call us 24 or 48 hours in advance. We can email or fax him a schedule for the next day. If they have already gone through the orientation and they are on the "approved" list and have a credit card number on hold, if the boat is available, then it is first-come, first-served as it is available. That is what we understood the process was going to be. We just have not started implementing that because Mr. Belieff is brand new.

Ms. Snyder asked can we start that process?

Ms. Burgess stated yes.

Ms. Snyder stated that sounds like they will handle all the administrative process.

Ms. Burgess stated Mr. Belieff is there when our office informs him that the boat is reserved.

Ms. Snyder asked does that work?

Mr. Golgowski stated that will probably work. There may be times when the boat is not repaired and is not available to anyone.

Mr. Belieff stated the majority of people who want to use the boats are just calling me at the last minute. That is why activity has been up this month.

Ms. Snyder asked do we need to have some sort of communication?

Ms. Burgess stated I am thinking we can take the next month to advertise the change in process, through an e-blast, on the website and any newsletter. We will inform the community that effective March 1, 2009, all reservations must be through the District Office. If they do call Mr. Belieff and they are not on your list, then you refer them to our office.

Ms. Snyder stated tell them that the District Office has the schedule.

Ms. Burgess stated we keep the schedule in our office and Mr. Belieff merely implements the schedule. You will have a list of people who have gone through the orientation. If the boat is available when they want to take a chance and just show up, that is at your discretion to add them in as the schedule permits. You will get a schedule from us every day for the following day.

Mr. Belieff stated that sounds good.

Mr. Evans stated that will be a whole lot easier.

Ms. Snyder stated then Mr. Belieff does not have to deal with administrative matters.

Mr. Belieff stated my main goal is to try to make everyone happy. I understand the nature of the complaints. It was my day off and someone wanted to use the boat at 11:00 a.m. I was going to let them use the boat and they did not show up so I ended up staying there until 1:30 p.m. When I left, they were down on the dock fishing and they could have easily asked me to use the boat. I told them I could not let them use the boat now but I will come back at 4:00 p.m. if they want to use it for the evening. It is not fair for me to have to leave and then come back on my day off. For the past five years, I have been trying to accommodate everyone, and the past two days were the first time I have been able to have two planned days off.

Ms. Snyder stated they now have the expectation that if they call, you will be here even if it is your day off.

Mr. Golgowski stated we need to have some publicity of the schedule and the process for reserving the boats.

Ms. Snyder stated you will need to stick to it.

Mr. Evans stated we can post a sign for boat reservations, call the District Office.

Mr. Belieff stated my job is to get people on the lake. I realize some people do not plan ahead more than five minutes. During the month I have been doing some repairs as noted on the highlight report.

NINTH ORDER OF BUSINESS

Supervisor Requests

Mr. LeMenager stated I think a couple meetings ago, I wonder if we were premature in talking about the potential for a garden club. I have been thinking about it and I am married to one of the garden club members. It seems to me for a lot of what we do, we are the department of parks and recreation. It seems to be a lot of what the CDD has become. If you think of urban areas, community gardens are frequently the purview of

the department of parks and recreation. I would like to make a clear statement that if we can get a proposal covering the costs from the people who are interested in a garden, they will have my support. There is an area by Buck Lake that will potentially become a YMCA but there is a large plot of land next to the drainage ditch that is platted separately that might be a nice location for the garden. I am not proposing that we do it, but I would like to invite those who had ideas on it to see if they can propose something to us at a future meeting. The issue is still open as far as I am concerned.

TENTH ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

TENTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 11:55 a.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman