

MINUTES OF MEETING

HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, March 26, 2009, at 6:00 p.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 L. Moyer	Manager: Moyer Management Group
Ken van Assenderp	Attorney: Young, van Assenderp
Steve Boyd	Engineer: Miller, Einhouse, Rymer & Boyd
Thomas Belieff	Harmony Dockmaster
Brenda Burgess	Moyer Management Group
Greg Gologowski	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 6:05 p.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 January 29, 2009, Meeting

Mr. Evans reviewed the minutes of the January 29, 2009, meeting and requested any additions, correction, or deletions.

Mr. Evans stated on page 2, "Hackett" should be "Haskett."

On MOTION by Ms. Kassel, seconded by Ms. Snyder, with all in favor, approval was given to the minutes of the January 29, 2009, meeting, as amended.

THIRD ORDER OF BUSINESS

Consideration of Landscaping Proposals

A. Evaluation and Scoring of Landscaping Bids Received

Mr. Moyer stated several months ago, this Board started a process to solicit proposals and qualifications from landscape companies in an effort to make sure that we get the

lowest responsive, responsible bidder providing our landscaping. These are difficult economic times, and we thought this would be an opportune time to go out and obtain proposals for landscaping work. As part of that process, there are a variety of ways to do this. We can put out what is called a “hard bid,” which is when people give you a number. You usually award, and under the law you are required to award, to the lowest responsive and responsible bidder. You do not take into consideration other factors that deal with quality, personnel and things of that nature. What this Board selected to do is a request for proposals (RFP) in which the Board not only can take into consideration the price but they can consider other factors—personnel, location of the company, references, price is a part of that, understating of the proposal, and understanding of the scope of work. It gives the Board much more flexibility to determine the company that would be best suited for the work, which is not solely dependent on price. That is the direction the Board authorized staff to proceed in. That included a notice in the newspaper, and we received excellent responses from the newspaper advertisement. Where we are tonight is to review those proposals. There is a lot of information that was provided to the Board. The engineer reviewed the responses and sent a memorandum to the Board and identified that several of the firms omitted information or made extension errors in their bid in terms of the five months remaining in this fiscal year and the whole calendar year going forward. Out of all the bidders we received responses from, there were only six that met all the criteria. The Board at this point can do one of three things: they can stay with the six bidders that met all the qualifications in the RFP; they can make the decision to waive some technicalities and bring other bidders who submitted their responses into the process; or the Board can simply say they are going to rebid it because there was some confusion. This is the first discussion the Board needs to have to determine what you want to do in terms of including some of these bidders who made certain errors or omissions in their submittals.

Mr. Boyd stated I need to make one clarification to my recommendation letter. There are two items that I need to reference. One, Florida Cut Landscaping Services did not include financial statements in their bid package. Two, I did not include Weber on my summary list and they fall in category two because the unit price sheet was not included.

Ms. Kassel asked would Mr. Moyer recap the three choices? We can either select one of six bidders?

Mr. Moyer stated you can say that in your determination, in your collective judgment, it would not be fair to the ones that provided all of the information correctly to open it up and now start putting in the bidders who omitted information or did not make the right extensions on the dollar amount of the contract. You can say in fairness, we are going to keep the ones who responded appropriately. You can say that you are going to make the determination on each one of the omissions on whether it is material or whether it in anyway disadvantages one of the other bidders and waive those minor technicalities. You would make the determination they are minor technicalities and then waive them. Or you can say we ought to go back out to bid and reject all these proposals and go through the process again. As the Board is aware, we had a timeline that we put together at one of our meetings, and it would have to be extended if it is the desire of the Board to go through the whole process all over again.

Mr. Evans stated it is my understanding that the bid package would have to be modified because year 1 would no longer be for a five-month period, so we would have to account for a readvertisement, rebid and that is probably another two months.

Mr. Moyer stated that is correct.

Ms. Snyder asked is REW set to continue if we delay the process?

Mr. Evans asked are they on a month-to-month basis at the termination of their contract?

Mr. Moyer stated we will have to ask the existing contractor if they would be willing to do that on a month-to-month basis.

Mr. Evans stated those are our three options.

Ms. Kassel stated Mr. van Assenderp, to be fair, those contractors who submitted proposals that had all the qualifications should be recognized. At the same time, if we decide there are other bids that seem reasonable, what are we opening ourselves up for?

Mr. van Assenderp stated as long as you have acted in good faith and done everything legally required, which the record shows that this Board and its staff have done, then you make whatever you believe is the fairest decision. Any decision is always subject to challenge, even if there is no basis for the challenge. If there is a lawsuit on any of these options you choose, this Board will be the defendant. I have monitored these proceedings, and so has Mr. Qualls. I am not aware of anything to this point that this Board or its staff has done that is successfully actionable in any litigation. The decision for today as Mr.

Moyer summarized was correctly summarized. You have those three options. The purpose of law and your charter, Chapter 190, Florida Statutes, and the rules you have adopted, which reference this law—this merits some review on the record and I will ask this be on the record of what this Board did—reduce the appearance and opportunity for favoritism by going through this competitive process called the RFP, to do so in order to inspire public confidence in the procurement process, produce documents to show that the contracts were reviewed and ultimately will be reviewed by this Board either now or later, on an equitable and economic basis, and follow a uniform system of procedures that detail the justification for whatever you do, including ethical. I think you have followed the letter and the spirit to this point. Whatever choice you make of those three options that Mr. Moyer set forth have to be based upon your continuing good record of being fair and opening it up to competition. That is your record. You cannot make a decision based upon whether or not someone will file a lawsuit. If I thought there was a mistake that this Board made or that staff made, we would correct it to prevent the legal basis for a lawsuit. Anyone can sue at any time. I am not aware of any mistake that this Board or this staff has done, including the manager and the engineer. Yes, you can be sued regardless of what option you take, but I am not aware of any legal basis right now.

Mr. LeMenager asked can we do anything exploratory with respect to reviewing the information that is incomplete and then still decide not to proceed with the proposal tonight?

Mr. van Assenderp stated that would apply not to rebidding and not to proceeding just with the six firms but using all or some of these other proposals that were not necessarily legally and completely responsive. In doing so, you would have to do so on the basis that you think the mistakes are not material or minor. Let us review the letter that Mr. Boyd summarized. Some fall in the category of pricing for the full year and not taking into consideration the five months of year 1. Others were incomplete due to several items being requested in your RFP, which was written clearly and noticed, that were not included. Others had a work plan and pricing that is not in compliance as proposed within the specifications. You have to decide in your exploration a very timely and important question, whether any one or all three of those categories that resulted in non-responsiveness were minor or major. If you wanted to, you could consider all of them, but you have to have some kind of a record that you are determining that none of these is

a major failure to comply in order to be responsive. You can say any one or all of these bidders who were not responsive, you will waive that non-responsiveness and then discuss them tonight and make a decision if that is what you would like to do. The record will have to show that you have determined that each of these three categories in the March 18, 2009, letter from Mr. Boyd are not major or material. You can say you want to consider them all anyway, discuss all of them, ask questions of Mr. Boyd in his review and the manager and still make your decision tonight if that is the option you want to take.

Ms. Kassel stated the final RFP after the last Board meeting, the minutes reflect that the RFP was going to reference the Florida Friendly publication that was issued by the University of Florida. In the final RFP that went out, it simply says "*Harmony is a Florida Green Building Coalition 'Certified Green Development' which requires the practice of Florida-friendly and environmentally sound landscaping practices. 'Green' alternatives shall be considered and utilized whenever feasible,*" so there actually is no reference to the document or some kind of set of practices that refers to those more environmentally sustainable practices. There is nothing. I have thought hard about this and it is not the end of the world, but it is important for our community if we want to be the model we make ourselves out to be. Only one landscaping contractor made any mention whatsoever of any kind of environmentally sensible practices.

Ms. Snyder stated if we are going to waive the firms that did not fulfill the requirements and we are going to do it by a point system, I feel they probably will not make the cut anyway. I would prefer to discuss the remaining five first and if we really have a problem, we can go back. We have five companies and from what I have seen of the five, there are a couple that really stand out. I think we discuss the five listed in Mr. Boyd's letter.

Mr. O'Keefe stated I am in agreement with Ms. Snyder just to consider the five we have now. If it needs further discussion after the five have been discussed, then I think we should do that.

Mr. LeMenager stated I am not in agreement with that. If you look at category 1, which is just people who simply put the pricing wrong, the only mistake they made is they gave us too high a price for the initial five months, but the rest of their bids are complete. They absolutely should be in, but their price should be as the mistaken price. I see no reason to exclude them at all.

Ms. Kassel stated I am divided. The remaining contracts that do qualify are not very appealing to me. I am bothered not only by the issue I just mentioned but also that there is nothing in the evaluation criteria that reflects that. Also the evaluation criteria have a lot of room for wiggle.

Mr. Moyer stated that is true; it is subjective. You go along that continuum of a hard bid, which is not subjective at all, to take into account all the criteria we have, which is subjective.

Mr. van Assenderp stated I respect every Board member's comments and questions. There is no legal requirement for Florida friendly, but the Board can require it. I do not know what the minutes reflect, but if the Board required it, then that is one thing. I do not think the Board required that in your discussion. If it was not required by the Board and since it is not required by the law, there is no legal basis to deal with that matter in a challenge. If it was required by this Board and not done by the staff, that would be a reason to rebid for everyone.

Ms. Kassel stated on page 4 in the minutes, tell me what you think. Mr. Qualls also makes comments on page 9.

Mr. van Assenderp stated I had them both marked. Page 9 is where he mentioned that there is no law requiring the Florida friendly website be used. He was asking if that is the direction of the Board where the contractor should make every effort to plant Florida friendly plants. Was that done or was that not required by this Board?

Ms. Kassel stated my impression on page 4 was the statement by Mr. Evans, "we are going to reference the Florida Friendly publication that is issued by the University of Florida." That was my understanding of what we were going to do.

Mr. Moyer stated please read to me that section within the scope of services that we bid. I know we referenced Florida friendly and we had a long discussion about how to go about doing that without being specific. I think we concluded not to be specific and that is what ended up in the scope.

Ms. Kassel stated I thought we were going to reference a particular set of practices that could be found somewhere specifically. This says the publication that is issued by the University of Florida in the minutes. That was my understanding of what the RFP was going to reflect.

Mr. LeMenager stated if we go back to page 9, you will see Mr. Qualls asked us some questions. Both Ms. Snyder and I said yes, that was our intention.

Mr. van Assenderp stated if that is your intention, and if it was done, that is fine. However, your intention may not have been carried out specifically. If you think it was not done, thank you for bringing it up and that tells me it needs to be rebid.

Mr. Evans stated if you go back to the beginning of this discussion on page 3, Ms. Kassel had a comment that talks about “to be considered” and “I would like to see perhaps a listing of some general green alternatives to be considered and utilized.” I do not know that we placed an obligation on anyone to follow but we recommended that they follow. I remember there was some discussion about some circumstances of concern.

Mr. Boyd stated to reference another standard in a bid package can be a difficult thing to do because you will potentially have conflicting specifications. I think it is better to have a complete specification that is the Harmony CDD specification. We can include other elements if it is feasible. But to reference a University of Florida standard in our specifications will be dangerous because it will be more general in nature, and you will not have the specifications that you want. What the specifications do include is shown on page 7 under Scheduled Operations and Maintenance, which says “*Harmony is a Florida Green Building Coalition ‘Certified Green Development’ which requires the practice of Florida-friendly and environmentally sound landscaping practices. ‘Green’ alternatives shall be considered and utilized whenever feasible.*” We are leaving the door open for practices to be employed without referencing a different standard.

Mr. Evans stated Mr. Haskett made the comment that there may be certain situations where you cannot use certain green pesticides or herbicides because we have so much St. Augustine turf. That comment was made on page 3 of last month’s minutes.

Mr. van Assenderp stated what this discussion is pointing out is that there was a decision by the Board in response to the questions to reference what Mr. Boyd just read, which is the reference. It is not a legal requirement of law, and this Board did not instruct that it be written down as a legal concept. That is why I said that I am not aware of anything that you did not do that you were required to do. That language read by Mr. Boyd is in the RFP that you sent out, which corresponds to what you said in the minutes on page 9. Therefore, this Board and its staff did not do anything illegal and even went beyond and had a reference to Florida Friendly, which is not a legal standard. Getting

back to Mr. Boyd's and Mr. Moyer's concept, if you are comfortable with that, that is taken care of as far as the legal requirement is concerned. You are the Board. If you want to rebid it on that basis, even though staff and this Board did not do anything wrong and did not violate any of your instructions. That is very clear on the record. If you want it that way, then you make that policy decision today and you tell the existing contractors that we continue on a month-to-month basis. Do not make it on the basis that this Board or this staff did anything illegal; you did not.

Mr. Evans stated as I recall, it was a recommendation or preference but not a legal requirement in the RFP.

Mr. van Assenderp stated in answer to the question of the attorney in the minutes, you said you want to reference it; you did not say to make it a legal requirement. You could have said that, but you did not.

Mr. Evans asked in Mr. Boyd's and Mr. Moyer's review of the bid packages as submitted, did they comply with the RFP criteria?

Mr. Boyd stated yes.

Mr. van Assenderp stated you can still rebid it if you want to. It is one of the three options Mr. Moyer mentioned. I am trying to protect you. Do not put it on the record that in voting to rebid you think this Board or this staff has done something wrong. Neither has done anything wrong.

Ms. Kassel stated maybe it would have been more practical toward the ends that I was hoping for is to have the actual specifications reflect the Florida friendly standards.

Mr. Moyer stated as I recall, we did not want to do that because there may be things in Florida Friendly landscaping that would not in the best interests of this community.

Mr. Boyd stated that is correct. One of the issues we are dealing with is continuing maintenance that has been underway for several years. In some respects, you want to implement as many of the green standards that you are referencing, but you have to continue with the practices as they have been for some time. To suddenly change the standard, you will see a dramatic change in the appearance of the community.

Mr. van Assenderp stated what you read from, please cite it again for the record where the proposal referenced this issue.

Mr. Boyd stated it is in section 4 of the RFP, which says "*Harmony is a Florida Green Building Coalition 'Certified Green Development' which requires the practice of Florida-friendly*

and environmentally sound landscaping practices. 'Green' alternatives shall be considered and utilized whenever feasible."

Mr. van Assenderp asked how many of the respondents referenced that?

Ms. Kassel stated one.

Mr. van Assenderp stated the record has been clear ever since the beginning of this District. If there ever was a green community and a green District Board, it is this community and this Board. It was clear in the RFP. If we are going to use that basis, then you are telling me there is only one that responded to that particular requirement.

Mr. Moyer stated there was not a requirement for them to respond. That is in the scope that you will use green practices where practical. It was not anything that said you had to present us with a protocol on what their green practices will be.

Mr. van Assenderp stated that is why none of the bidders were non-responsive on that issue.

Mr. Moyer stated that is correct.

Mr. Boyd stated we included a very specific list of actions required as part of the maintenance. The reason for that was to get true apples-to-apples bid. If we asked for them to include green practice in their bid but did not make mention of specific tasks, it would be much harder to compare the bids.

Mr. van Assenderp stated I will have a recommendation after this Board makes your decision tonight on how to handle that in the future.

Mr. Evans stated it appears we are at a crossroads. Either we have to decide we are going to move forward with the evaluation of the five that have met the qualifications that have been set forth in the RFP, or we are going to take a different direction. That different direction has a fork, as well: either selectively re-evaluate these bids or rebid and delay the process for another two months. The first decision we need to make is if we want to limit our review to the five qualified bidders.

<p>On MOTION by Ms. Snyder, seconded by Mr. O'Keefe, with Mr. Evans, Ms. Snyder, and Mr. O'Keefe in favor and Ms. Kassel and Mr. LeMenager against, approval was given to move forward with the evaluation of the remaining five as set forth.</p>
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Ms. Kassel asked may I abstain from the vote?

Mr. Moyer stated no. The only time you can abstain is if you have a personal conflict where something will directly benefit you, and that is not the case here. Under Florida law, you have to vote.

Ms. Kassel stated then I will vote against.

Mr. Evans stated I have been a contractor for over 20 years. I have lost bids because of errors and things of that nature. We established a set of guidelines for everyone to adhere to. Everyone looked at the whole package; there was an extensive pre-bid meeting. Everyone had ample opportunity to ask questions throughout the whole bidding process. We saw people roaming through this community for weeks, evaluating. A lot of people went to great effort to put their bids together. At least five did it exactly the way we asked for it. I think that has merit of being able to satisfy what we asked for. This RFP was extremely voluminous. Staff worked for a long time, six months or more. Mr. Boyd, Mr. Moyer and Mr. Haskett worked for a long time on getting the first draft that Mr. Qualls reviewed. The preparation to make this concise was a huge task by comparison to what a lot of RFPs are that have been submitted. Given that, we need to focus on the five who were able to submit their package in its entirety and complete. My vote will be in favor of limiting it to the five.

Mr. LeMenager stated three contractors—PROscape, Landcare and Vila & Son—have completed full packages, whether or not they put the right price in for the first year; they included a number. My understanding from Mr. Boyd is their packages are complete but there is a question as to their first-year price.

Mr. Boyd stated I believe that is a correct statement without having looked and rechecked those bid packages to make sure there was not something missing. If you were to consider those, you would have to consider them at the amount they submitted.

Mr. LeMenager stated I fully understand that. My point is, even with a potential pricing mistake, they are still cheaper than some other firms who have given a clear discount for the first partial year. If their only mistake is we question what number they wrote down, with all due respect, they have completed the package. They may have put the wrong number down and they will pay for that when we consider their price, but they completed the package.

Mr. Boyd stated you will be overpaying for year 1 on that basis.

Mr. LeMenager stated we can negotiate with them.

Mr. Evans stated we are at the point where we have explored all of those options, we have weighed all of those and we had a 3-2 vote on the motion. We will limit our review to the five that have been submitted.

Mr. LeMenager asked please reread the motion. Was it to limit the review or to begin the review with the five?

Ms. Burgess stated it is to move forward with the evaluation of the five as set forth.

Mr. LeMenager stated I do not know that we are saying limit; I think we are saying that is the point to start from.

Ms. Snyder stated please read the motion again.

Ms. Burgess stated it is to move forward with the evaluation of the five contractors as set forth.

Mr. Evans asked do you feel you need to clarify your motion so that there is no misunderstanding?

Ms. Snyder stated what my motion was intended for was to discuss the five that made the cut, and we will have one of those five perform the contract.

Mr. Evans asked do we need to revote on that or can she simply clarify the motion?

Mr. van Assenderp stated let us be clear and revote.

<p>On MOTION by Ms. Snyder, seconded by Mr. O'Keefe, with Mr. Evans, Ms. Snyder, and Mr. O'Keefe in favor and Ms. Kassel and Mr. LeMenager against, approval was given to consider the remaining five contractors as set forth with the intent of awarding a maintenance contract to one of those five contractors.</p>

Mr. Evans asked can we begin our evaluation process as the next step?

Mr. Moyer stated yes.

A Resident asked will you clarify that the green company is among those five?

Ms. Kassel stated they are.

Mr. LeMenager stated that is a mischaracterization. I do not think we are saying any of the other companies are not green. We are simply saying that only one of them made significant mention of that in their bid.

Ms. Kassel stated that is correct. Actually they did not make that reference in regard to practices in Harmony but simply in regard to practices as a business.

Mr. Evans stated we now have our criteria to evaluate.

Ms. Kassel stated the criteria need some clarification. We have the evaluation criteria sheet and it is on a point basis. There are certain points for certain criteria. There are criteria listed here that based on the information we have, I do not see how we can award points to anyone. There does not seem to be any information on some things, for instances, uncompleted work load.

Mr. Moyer stated in that case, when you do not feel you have sufficient information for everyone, you would score them all the same—score them zero or do not score them at all.

Ms. Kassel asked do we score them individually or do we do this as a Board?

Mr. Moyer stated under the Sunshine Law, it is better if you do it as a Board and discuss what went into that scoring. Some Boards have gotten into trouble where they actually filled out a ballot and passed it down to the Manager and he tabulated it all and tells you what the score is. Mr. van Assenderp and I would be more comfortable if you did that in an open meeting and discuss your scoring.

Mr. van Assenderp stated in fact, I advise that. I am very liberal on the Sunshine Law and open meetings law, and this Board throughout its history has been as transparent as any Board that I advise.

Mr. Evans stated before we begin this evaluation, we need to discuss the provision for optional service. I believe that was for the maintenance obligation between the curb and the sidewalk that is currently the obligation of the individual lot owners.

Mr. Boyd stated that is correct.

Ms. Kassel asked for every lot?

Mr. Evans stated for the lots that have grass on them now.

Mr. Boyd stated there are also lots abutting CDD right-of-way.

Mr. LeMenager stated I do not think that is correct. I was under the impression that we are still talking about doing the show streets as part of the proposal, and the optional service was for the internal streets.

Mr. Haskett stated that is correct. That is what the map indicates.

Ms. Kassel stated that would mean that for every homeowner on a platted property, the optional part of the bid would include mowing from the curb to the sidewalk on every platted property.

Mr. LeMenager stated that is correct.

Ms. Snyder stated as well as edging.

Ms. Kassel asked on the street side of the sidewalk and the curb, not on the home owner's side of sidewalk?

Ms. Snyder stated that is correct.

Mr. LeMenager stated that was my proposal. It was exactly what was discussed at the HOA meeting that occurred before this meeting, which is an attempt to make the community look better. I think some of the proposals were pretty attractive to actually do that. Clearly we are a single-purpose entity and we can only talk about public areas. But we are all aware that in the current economic crisis, we have quite a number of lawns that make the community look a bit more tatty. This Board has the ability to take care of its own property. There is actually one other point that I had not thought of at the time. We have actually employed an arborist to take care of the trees 10 feet up, but as we have done it now, there is no one to take care of 10 feet down on all the side streets. I was pleased you included my option and the idea was to see what they would charge us. The numbers are very reasonable and it certainly gives us help in terms of keeping the community looking good where the HOA has had difficulty enforcing. That was my whole idea.

Ms. Kassel stated I found it hard to evaluate that optional aspect based on the spreadsheets we received with the pricings. Because that was not included, I found it hard to evaluate.

Mr. LeMenager stated I do not think we are supposed to include it. Our pricing review should strictly be on all the other items and it is strictly our decision if we want to enter into a contract for them to do the optional service. Am I correct on that?

Mr. Moyer stated that is correct.

Ms. Kassel stated then it is a moot point.

Mr. Evans asked does anyone have any questions on this option?

Ms. Snyder stated I would like to see what company we choose and then if we decide to do that, have it as a separate thing.

Mr. LeMenager stated that is the last step.

Mr. Evans stated there is currently, under the HOA or CDD guidelines, a financial obligation that is on the part of those individual lot owners to maintain that area. In essence, this Board will be creating precedence that going forward, you are going to ask

all the landowners in this community to pay for the maintenance of a small percentage of lots. If this continued, you could possibly see the landscape obligation to maintain that strip exceed the current common area landscaping figure. You are only looking at a small percentage of lots that would be receiving this benefit. Everyone is paying for the benefit of a few.

Mr. LeMenager stated no, we are doing every single one of them.

Mr. Evans stated but you are asking all the landowners within the entire CDD who are contributing to the operation and maintenance budget for this optional service.

Ms. Kassel stated that is the way it is now.

Mr. Evans stated it is my understanding that the physical area that will be addressed under this option is currently the financial obligation of the individual home owners to maintain that area.

Ms. Kassel stated financial and physical.

Mr. Evans stated that is correct. Under the guidelines, they are supposed to maintain that area. If the District assumes that responsibility and removes that financial burden from them, there is only a small percentage of the lots within the entire development that will reap that benefit currently.

Ms. Kassel stated I thought that is what we are going to discuss.

Mr. LeMenager stated we have that benefit today. Three members of this Board are getting their easements mowed for free.

Ms. Kassel stated that is right.

Ms. Snyder stated not really.

Ms. Kassel stated in other words, the boulevard streets are mowed under the CDD contract, but the easements on the interior streets are not mowed. However, the people who live on the boulevard streets do not pay any additional assessment. They pay the same rate as all the other lots.

Ms. Snyder stated no, we do not.

Mr. LeMenager stated we pay more because they are bigger lots.

Ms. Kassel stated but they do not pay anything extra proportionately for that service. However, I believe this optional service was for every single lot, so that now it would be equitable, actually the opposite of what Mr. Evans is saying. Right now it is inequitable,

and by adding that option, it would be more equitable because now everyone's easement will be mowed, not just the people on the boulevard streets.

Mr. Haskett stated you are looking at the small picture right now. All you see right now are homeowners. What about commercial properties? They are not going to have a sidewalk. This would include the area in front of the welcome center and other areas where there is no curb at all.

Mr. LeMenager stated I do not think that is a problem because the specification was strictly for residential streets.

Mr. Evans stated but the assessments go to all the lands.

Ms. Kassel stated you are saying that the developer-owned lands and any commercially owned land that is owned privately will not get that benefit. The homeowners would, but any non-homeowner property will not.

Mr. Evans stated that is correct. All ownership is created equal under the eyes of the law.

Mr. Moyer stated another way of looking at it, and I think Mr. Evans was going in that direction, is your budget will increase each year as new subdivisions come online. The overall assessments will increase and your individual assessments will go up similarly as we bring on additional property.

Ms. Kassel stated we do not have to decide on the option now.

Ms. Snyder stated no.

Mr. Evans stated that is correct.

Ms. Kassel stated my recommendation and my feeling is that we move on to the evaluation part of the bid process and leave the optional discussion to be decided later.

Mr. LeMenager stated we do not have to decide on that now.

Mr. Evans stated we are going to look at the five remaining companies. The best procedure to do the evaluation, obviously you can look at the price right away to make a determination. If we add the first and second year prices collectively, they range from a high of \$873,860 to a low of \$560,121.

Ms. Snyder stated we have taken out the \$873,860.

Mr. Evans stated that is correct. The bids range from \$849,527 to \$560,121. My first observation on the low bid if you look at the first year, it is disproportionate for a five-month period in relationship to a full year.

Mr. LeMenager stated that is exactly my observation.

Mr. Evans stated I do not understand the balance of the optional service the way it was qualified. I cannot compare it to the others.

Ms. Kassel stated this means a lot to me, that same bidder on the reference section of the evaluation process, for the benefit of the audience, we asked for references from each of the vendors and we called those references and we asked them questions on what was their quality of work on a scale of 1 to 5, how would you rate your contract, was the work performed on schedule, was it pursuant to specifications, how was the timeframe for responsiveness. This bidder with the lowest bid has a substantial number of 3 scores on a scale of 1 to 5. That is a huge red flag to me.

Ms. Snyder stated I agree. I eliminated that company right away.

Mr. LeMenager asked given that company submitted numerous references, what basis did we use to choose the three? Clearly, in terms of the bid we received, these are the heavyweights because they turned in the lowest and they are clearly the largest company we are talking to in terms of their corporate structure. What basis did we pick these three references, and had we chosen three others, would we have gotten different numbers? If you look at their references, they do quite a number of large communities. Yet, we really just called these three. Did you call them at random?

Ms. Burgess stated I would have to look at the list of references. It may have been the first three on the list or the first three people we received a response from.

Mr. LeMenager stated there is a certain randomness that could actually work into these scores.

Ms. Burgess stated with all of them, I believe we started at the top and worked our way down.

Mr. LeMenager stated fair enough.

Ms. Kassel asked what is the best way to proceed? I have done a little scoring myself but what is the best way to proceed with evaluating the rest of these criteria?

Mr. Moyer stated you can do it as simply as, each one of you can indicate your scores for the top two or three bidders. Then we would work off that and see if we can come to a consensus of the Board. Each one of you would enter that information and say what firm you thought was number 1 and number 2, all of which is based on multiple scoring

criteria that is available for the public that we used and provided to the Board for your use in this process.

Mr. LeMenager stated I suggest we start with price.

Mr. Evans stated we do that or we can say, based on our independent calculations, here is where we rank them. We have our individual ranking sheets and we can take the average across the board and see where we are. If we go down each individual category, we will be here all night.

Ms. Snyder stated I would like to add one thing that I saw in Davey Tree's bid. They did have several offices in different areas. When there were hurricanes or something happened of that magnitude, they called in people from other areas and they were there immediately to help out. When I first started thinking about that, I thought it was a negative, but it is definitely a positive aspect from what the explanation was from that company. The first criterion is geographic location or headquarters, and to me, that would be a plus.

Ms. Kassel stated they all had offices in Kissimmee, Celebration, or Orlando. They are all equidistant. I seem to recall something in the Statutes for CDDs that said when going through a bid process, companies that were registered in Florida or Florida-based companies should be given some kind of preference. Is that correct?

Mr. van Assenderp stated that is not in Chapter 190, Florida Statutes, and I do not believe it is in Chapter 187, Florida Statutes. I will have to get you that answer. It is not in those two Statutes that govern what we are doing today.

Mr. Evans asked has everyone had an opportunity to go through their evaluations and can give an order of preference?

Ms. Kassel stated yes, but I would vote no on everything because I think we should rebid this. Can I do that? What is the protocol?

Mr. Evans stated we already determined that we are going to make a selection of one of these five. There is a two-step process that I would suggest. I suggest everyone give the order you have ranked these firms. We will average them out and if there is a clear-cut first place, that is where we spend the bulk of our time discussing, or perhaps the first two. We are going through a process of elimination. If we come up with five different first-place firms, we will discuss the pros and cons of how we believe they will size up.

Maybe we will point out things, either positive or negative, that we observe from the various ones we have looked at.

Mr. van Assenderp stated as we already discussed, you have to vote, but you also have to vote on the issue. You can make it clear by a general statement for the record that you were not on the prevailing side and that you prefer to do something else, like rebid. Since the majority ruled, you do have a duty to try to make a good-faith assessment. That is the answer to your question.

Ms. Kassel stated it appears that all of us have created our own spreadsheet for this evaluation.

Mr. LeMenager stated from my perspective, if you look at our criteria, perhaps we should have done it differently in the beginning. For geographic location, I think everyone gets a 5. For capability of personnel, I think everyone gets a 6. There were some extremely impressive résumés. Evaluation of uncompleted workload, I do not think we have a clue how to do that and we should not have included it. Proposed staffing levels, I did not notice that there was any significant difference.

Ms. Kassel stated there was one that had an exceptionally good proposed staff level, and that was Luke Brothers.

Mr. LeMenager stated I seem to remember they all had a Certified Arborist, so everyone gets a 5 for that.

Ms. Kassel stated except Cornerstone did not indicate that they had one.

Mr. LeMenager stated personnel-wise, in this particular category, I did not see a lot of difference between any of the respondents. I think where we get into the differences is experience and price. If we look at past record and experience in similar projects and past performance in dealing with customers and clients, reputation, if we look at the organizations that received scores of 5 across the board who are still on our list, one was PROscape.

Ms. Kassel stated they are not on our list.

Ms. Snyder stated you can only rank one of the five.

Mr. LeMenager stated I understand. With all due respect, they are going to lose by one point on initial price and they will make it up when it comes to renewal price.

Ms. Snyder stated we are not considering them.

Mr. LeMenager stated with all due respect, I disagree with you. The lowest bid for the initial year and year 2 is 15 points, proposed increase for total annual price for renewal term is 5 points. It absolutely is a criterion. They will lose the lowest price for the first period by a point and they will win the proposal by 5 points.

Ms. Kassel stated we voted to evaluate only the five.

Mr. Evans stated we all have had the opportunity to review and make our own determination, which is a culmination of the assessments and the review of the bids. Excluding pricing, how would you rank them in order, with 1 being the highest in order?

Ms. Kassel stated Luke Brothers is 1, Davey is 2, and Greater Outdoors is 3.

Ms. Snyder stated Davey and Luke Brothers were very close and I was back and forth as to 1 and 2, so I ranked them both 1 and 2.

Mr. Evans asked shall I give each of them 1.5?

Ms. Snyder stated yes. Cornerstone is 3. I really liked the scores of 5 for Cornerstone and they had a 5+. I was a little opposed to, which is the way they were chosen, the years of service on the project. The references were 1 year, 10 years and 1 year. It was hard with the two for 1 year included. I tried to look at the ones with a lot of years of service and that is how Davey won that category plus their price. Greater Outdoors is 4 and OneSource is 5 because of their reference scores of 3.

Mr. O'Keefe stated Cornerstone is 1, Davey is 2, Luke Brothers is 3, Greater Outdoors is 4, and OneSource is 5.

Mr. LeMenager stated in terms of the bids, the scores of 3 aside, I was quite impressed with OneSource's résumé and the broad scope of what they do. They would still be my number-one choice, then Luke Brothers as 2 and Davey as 3.

Mr. Evans stated for me, Luke Brothers is 1, Davey is 2, Cornerstone is 3, Greater Outdoors is 4, OneSource is 5. Of the five, we have three number-one votes for Luke Brothers. Actually there are two for first place, one for 1.5 place, and one for second place. Collectively when you add the totals, I think Luke Brothers is in that running.

Ms. Kassel stated I received the total landscaping expenditures that I requested for the previous two years. The total for two years for 2007 and 2008, January through December is about \$1,590,000. I want to be clear on something. The first year is five months, not six months.

Mr. Moyer stated that is correct.

Ms. Kassel stated we have to divide by 12 and multiply by 5 to get a reasonable comparison. It still looks like we will be saving almost 50%.

Mr., Evans stated this is a summary of what our current contracts are, not including irrigation repairs and those are ongoing. I would use the other number.

Ms. Kassel asked does that include mowing around the ponds?

Mr. Evans stated yes, it is the same scope of work, even though the scope of work has been enhanced a little.

Ms. Kassel asked is this an annual figure?

Mr. Evans stated yes, the total annual cost for 2008. That is what we are trying to compare to the total contract amount for year 2 as a reference. That is what I did.

Ms. Kassel stated it looks like we have the potential of saving about \$90,000. Do we have year 3 and year 4 figures in the proposals?

Mr. LeMenager stated yes we do. If we consider the third and fourth years, which is part of our specifications, then I think our results turn out significantly different. I am worried about how we are going to open ourselves up legally if we award the contract based upon just considering these five organizations when we have been told the other three submitted full bids.

Mr. Evans stated I defer to legal counsel. And I understand your concern.

Mr. van Assenderp stated please state your concern again.

Mr. LeMenager stated my concern is PROscape, Landcare and Vila & Son have made no mistake whatsoever. They have simply included a large number for the first five months. Rather than low balling it, they high balled it.

Mr. Evans asked how do we know it is not the opposite?

Mr. LeMenager stated because we also have their prices for the third and fourth years, and they are consistent. If we move our criteria out to include the third and fourth year prices, I think based upon the numbers we are looking at for the companies that have submitted full proposals, PROscape and Landcare are the two we should be talking about.

Mr. Boyd stated I will confirm the other two. I went back to the PROscape bid submitted just to double check to make sure we do not say something that is incorrect. PROscape did not include financial statements in their package. Since we are putting this on the record, I want to be sure we are factually correct.

Mr. LeMenager stated I am sorry but that is kind of a substantive comment. With all due respect, we are basing this on Mr. Boyd's letter, and he had just said he made a substantial mistake on one of the bids. That is pretty big.

Mr. Boyd stated no, the reason I disqualified PROscape in the first place was because their bid form was filled out incorrectly, based on the fact that they included a partial year at a full-year price. I did not check out the rest of the parameters. It should have been more complete, I will grant you.

Mr. Evans stated what the Board voted on is the evaluation of the five. We have gone through the first step of the evaluation and rankings based on all the criteria other than price. The conclusion of that consolidation is Luke Brothers as 1 and Davey as 2. Let us focus on those two for comments, based on the rankings, other than economics.

Ms. Kassel stated my biggest concern with Luke Brothers is that their years of service on the project was very short comparatively speaking,

Ms. Snyder stated I have the same comment. Where Celebration was 9 and 7 years for Davey, Luke Brothers was 1, 1.5, 4 and 2. Also the size of the property was an issue.

Ms. Kassel stated it was not too bad comparatively speaking. Some were much less.

Mr. LeMenager stated to be fair, that was based upon calling the first three. Almost all of these organizations listed a lot more projects. These are the people who answered the telephone. To a certain extent, smaller organizations might be the first to answer.

Ms. Snyder stated but we do not have anything else to go by.

Ms. Kassel stated by the same token, you would think that a bidder would want to include references that more closely match the qualifications or the criteria of the organization they are bidding for.

Ms. Snyder stated I think they were asked that in one of the statements.

Mr. Evans asked has Mr. Moyer had an opportunity to work with either of these two organizations?

Mr. Moyer stated I have worked with Davey for a number of years.

Mr. Evans stated from a pricing standpoint, they are very close.

Ms. Snyder stated there is a \$4,500 difference.

Mr. LeMenager stated I am not familiar with Luke Brothers, but I lived in Celebration over two years and had Davey take care of some of my own properties. At one point we fired them, but were not happy with the replacement so we took them back. I am not

overly impressed. I do not think their scores, after having been in Celebration for such a long time, are really that spectacular. They are not getting scores of all 5.

Ms. Snyder stated they received 4.5 across the Board from one reference and 4, 4, 4, 5 from the second.

Ms. Kassel stated both Davey and Luke Brothers scored about 4.5, which is equivalent in terms of their reference. One thing about Luke Brothers is comparatively speaking, their staffing levels seemed to show specifically their mow crew alone is 10 people, whereas most others had 4 to 6 and one firm had 8. It may be that one of the mow crew is also on the arbor care crew, but it looks like they have close to 30 people that they intend on staffing for landscaping.

Mr. LeMenager stated whereas Davey is talking 4 plus 2 extra for mowing during the summer. It is much different in terms of staffing.

Ms. Snyder stated Davey shows 12.

Ms. Kassel stated because of that, for me, Luke Brothers is considerably higher for my ranking.

Mr. Evans stated that is definitely something we want to consider. When you look at the totals for year 1 and year 2, there is a small difference between Luke Brothers and Davey, about \$5,000 when you combine the two years.

Ms. Kassel stated year 3 for Luke Brothers is \$508,000 versus Davey at \$538,000. Year 4 is \$520,000 for Luke Brothers and \$560,000 for Davey.

Mr. LeMenager stated I do not know that there is a huge difference in price between these two bids. They are the two who are coming out on top if we limit ourselves to the five. I think we are perhaps not looking at the two best companies.

Ms. Kassel stated I agree. I do have a preference for one of the organizations that did not submit a complete proposal. But that is not what we are talking about.

Mr. Evans stated going forward on optional year 3 and year 4, there is an economic advantage on Luke's proposal for renewal pricing.

Ms. Kassel stated by \$30,000 the first year and \$36,000 the second year.

Mr. LeMenager stated my concern is, if we look at the numbers that have been presented to us overall, we will end up spending \$300,000 to \$400,000 more than we need to, which is a substantial amount of money. We have a budget of \$1.7 million. We are talking about saving a substantial amount of money in our budget. Much as I would

hate to put the companies through it, I do not think we are getting the best prices by limiting ourselves to these two. Although looking at the five of them, I would not disagree that these are the best two of the five we said we should limit ourselves to. On the other hand, a two-month delay to save \$300,000 to \$400,000 over the next three years is real money.

Mr. Evans stated I do not see where you come up with \$300,000 to \$400,000 for any period of time.

Mr. LeMenager stated if we are looking at companies that want to charge us \$500,000 a year versus some that want to charge us \$400,000, that is a savings of \$100,000 a year. We are talking about the first year and a half plus two years after that, and 3.5 times \$100,000 is \$350,000. It is real money and that is my point. That also saves the developer money. We know the developer contributes a major portion of our budget and the biggest winner would still be the developer if we delay.

Ms. Snyder stated we also have to have a certain quality.

Mr. LeMenager stated I am in complete and total agreement.

Mr. Evans stated we are past that point. The Board voted to evaluate the five. I acknowledge the fact that you do not agree with that; however, we have moved on. We are down to evaluating five. We have gone through the process of evaluating, in order, our rankings. The rankings came out with Luke Brothers being 1, followed by Davey. Then we looked economically. As Ms. Kassel pointed out, Luke Brothers is the low bidder when you combine the two years for year 1 and year 2 pricing. Going forward, it is a savings of at least \$30,000 a year for year 3 and year 4. With that being said, what other information do we need to discuss. We discussed staffing. I think Ms. Kassel brought up a very good point in regard to the magnitude of staffing being offered by the two entities.

Ms. Kassel stated I have a question about staffing. Once they have made their bid and they have stated these are the staffing levels they intend to staff us with, do we have any recourse if they renege on that and they staff us with fewer people?

Mr. van Assenderp stated yes, but you have to make sure you all sign the contract. That will be the operative document. I always like to make sure the RFP and the responses are part of the contract or at least referenced by the contract.

Ms. Kassel asked would the staffing levels have to be in the contract?

Mr. Evans stated we will reference the bid and their proposal and it will become an exhibit to the contract.

Mr. van Assenderp stated it will be an operative part of the contract. The contract will say that, all these responses and bids are part of the contract. The contract does not have to be that detailed, but it says these bids are part of the contract.

Mr. Evans stated the information that was provided per their proposal is what we relied upon to make that decision.

Ms. Kassel asked therefore, they are obligated to abide by that proposal?

Mr. Evans stated that is correct; otherwise, they will be in breach.

Ms. Kassel stated we have been evaluating these five. The Board voted 3-2 that we were going to evaluate these five. We have evaluated these five and we have come to an informal conclusion about that. What are the options moving forward? How do we address the difficulties both Mr. LeMenager and I have in moving forward with just the five? Or have we already addressed that by making that vote?

Mr. van Assenderp stated there are two answers. The first is, did the Board make a decision and were properly advised of the three options? The three options were to evaluate the group of five, rebid the whole thing, or determine that any one or more of those others mentioned in the Engineer's Letter had a failure to supply information that was not major, or that was minor. With all that advice on the record, the Board made its decision. Second, you are not bound legally to choose someone. If you do choose someone, it has to be in this transparent process based on this evaluation system. Once that is done, the decision is made. A letter has to be sent by U.S. mail or overnight delivery to whomever you choose and the winner posted in the District Office for seven days. You go through a process. You have done it so that you can make an intelligent decision. If you make the intelligent decision to award it to someone, you do. If you cannot reach that decision, you are not bound to do it and then you are back to the month-to-month routine and you have to start over again, which you voted not to do.

Ms. Kassel asked we voted not to do that?

Mr. LeMenager stated I do not believe we voted not to do that.

Mr. van Assenderp stated you voted on the procedure.

Mr. LeMenager stated it sounds like we have a consensus on the one we like. Do we wish to award it, or do we wish to say no and rebid?

Mr. van Assenderp stated you have to have a good reason to say no, but you are not required to award it to the one you like the best. You must have really good reasons why you are saying no.

Ms. Kassel asked have we made the decision to go with option 1, 2 or 3 already, and it was option 1 or have we not made that decision?

Mr. Evans stated we need to vote on that.

Ms. Kassel asked we have not made the decision on whether or not we are going to award this contract to one of the five, include additional ones to that five, or throw the whole thing out and start over?

Mr. van Assenderp stated you made that decision. You made the decision to go with one of the three options, which was to go with one of the five bidders. Now you have had a good discussion on all the criteria. If you decide that you are still not ready to award, you can say you are not ready to award, but you need to have some good reasons that I can defend. Otherwise, you need to choose the one you want based on the evaluation. Is that correct in Mr. Moyer's prior experience?

Mr. Moyer stated my only exception to what Mr. van Assenderp said is that we reserve the right in these documents to reject all the bids for any reason. Mr. van Assenderp is concerned that we have a good reason, but I think it is pretty clear that we can reject them for any reason.

Mr. van Assenderp stated I would agree with that.

Mr. Evans stated to reiterate, we had a motion and the Board approved to review five. We have subsequently had substantial discussion regarding those five on various elements of their proposal, from staffing, financial capabilities, and pricing and a list of other criteria. Based on that, we determined from our non-monetary evaluations, Luke Brothers was first and Davey was second. Based on the economic criteria, Luke Brothers was first as low bidder followed by Davey.

Ms. Kassel asked based on those two only?

Mr. LeMenager stated out of the five companies.

Mr. Evans stated based on this group of five.

Ms. Kassel stated but OneSource is lowest bidder.

Mr. Evans stated we ranked them as far as all the criteria.

Ms. Kassel stated that is correct, but you are saying economically.

Mr. LeMenager stated that is true. The numbers are the numbers. The lowest combined number is from OneSource. I agree completely with Mr. Evans. The price is the price for the first partial year and the next full year. I agree they low balled the number but the criterion is the combined number. They do have the lowest combined number.

Ms. Kassel stated I thought you were talking about them economically between the top two.

Mr. Evans stated those are the only two I am talking about, between the top 2, the choice between Luke Brothers and Davey. Luke Brothers economically is the low bidder.

Ms. Kassel stated if we use this point scoring system, just to be correct, the lowest price is a high-point count. That is something we need to be aware of. Under the economic criteria alone, OneSource gets a fair number of points for being the lowest bidder.

Mr. Evans stated if you believe that is an accurate bid. That is the question I raised. It comes down to, after all the discussion and after all the evaluation, who do we select. It is not an absolute mathematical formula; otherwise, we would not be having these discussions. We would plug the numbers in and see who the winner is.

B. Award of Contract

Mr. Evans asked do we have a motion to award the contact to Luke Brothers based on the ranking criteria and the bid that is being submitted?

Ms. Kassel asked before we have a motion, I want to know if we choose someone, do we award them for a four-year contract or a two-year contract so we lock in the prices as per the bid rather than just awarding it for the two-year term?

Mr. LeMenager asked was that not included? Did we ask for the first period with an option to renew in the specifications?

Mr. Moyer stated that was in the specifications.

Mr. Evans stated years 3 and 4 are optional. What we are awarding the contract for is for years 1 and 2.

Ms. Kassel stated it is likely they would renew the contract and it is unlikely they would not renew.

Mr. LeMenager stated we would decide that.

Ms. Kassel stated of course, we decide, but they have a decision to make as well. They may make the decision not to renew.

Mr. Moyer stated no, it is more unilateral. We will award the option and they are committed to their option price.

Ms. Kassel asked are they committed to those prices?

Mr. Evans stated we would exercise that option.

Ms. Kassel asked they are committed to the renewal prices either way?

Mr. van Assenderp stated yes, they cannot negotiate that.

Mr. Moyer stated the real protection the Board has is if something does not work out and the contractor does not perform to your expectations, there are cancellation provisions within the contract.

Mr. George Schiro asked before you vote, may I bring an inconsistency to your attention?

Mr. Evans stated no, this is an issue for the Board to make this decision.

Mr. LeMenager stated you do not get to speak until the end of the agenda.

Ms. Kassel stated I would like to hear what the inconsistency is.

Mr. LeMenager stated this is not a public forum. The time for audience participation is at the end of the meeting, item 10.

On MOTION by Mr. O'Keefe, seconded by Ms. Snyder, with all in favor, approval was given to award a landscape maintenance contract to Luke Brothers.

Mr. van Assenderp stated the vote has been made, the decision has been made. Staff and I have been discussing under your rule 1.10 how it will be announced, by U.S. mail and posted at District office for seven days. We want to make sure the record is clear we will have those two announcements of your decision.

Mr. Evans stated thank you.

Ms. Kassel stated the option for the residential easement mowing can be made at a later date. We do not have to decide on that now. Is there a deadline by which we must respond?

Mr. Evans stated no.

Ms. Kassel asked we can make that decision at any time?

Mr. Evans stated yes.

Ms. Burgess stated or not at all

FOURTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

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

Mr. LeMenager stated the collection of our special assessments is substantially below budget, particularly the off roll assessments are below budget.

Mr. Moyer stated the reason for the off roll variance is not in the amount we collected. It is in the proration of the amount that is shown under the year-to-date budget. When the accounting staff did the proration, they assumed that all off roll assessments would be collected by the end of March, so they are showing it prorated over six months. The reality is that the off-roll assessment is billed on a monthly basis in 12 equal increments and the developer is current on that off-roll assessment.

Mr. LeMenager asked can we make that adjustment for the next agenda?

Mr. Moyer stated yes. The issue with on roll assessments may be due to a timing issue.

Mr. LeMenager asked has the County issued tax certificates?

Mr. Moyer stated that will not occur until June.

B. Invoice Approval #106 and #107 and Check Run Summary

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

Mr. Evans stated I notice there are a significant number of invoices from REW that are past due, and some of them are from August or September 2008. Did they forget to submit them or were they lost?

Mr. Moyer stated they should not have been lost. I will have to check with the accounting staff.

Mr. Evans stated I do not know whether they were lost or sent to the wrong address or the wrong recipient.

Ms. Burgess stated the reason some of them may have been received in February is if we have a statement of outstanding invoices and we do not have a copy of that invoice, we will ask them to resubmit it.

Mr. Haskett stated behind one of the last REW invoices, there is an email stream between Wendy Ritter and myself regarding those invoices. I needed to research the invoices for irrigation repairs.

Mr. Evans asked were they sent to the development company instead of the District?

Mr. Haskett stated no. We are not sure why they did not come through from REW the first time. We received their late notice. They started submitting their invoices through pdfs and that caused some issues. That problem has since been corrected.

Ms. Kassel stated on the Severn Trent invoice dated January 20, 2009, there is a charge of \$1,006 for copies. That is a huge amount.

Mr. Moyer stated it is a lot of money, but there is a lot of copying with these agenda books. I do not know if that is the reason for that many copies, but controls that are in place for making copies is before you can make copies, you have to enter a code on the copy machine for the appropriate District. I can get a record of the number of copies that were made.

Ms. Kassel stated I just went to Staples and had several hundred copies made for about \$50. I understand you make copies of things for us, but \$1,006 seems very high.

Mr. Moyer stated I will provide the background.

Ms. Kassel stated on the March invoices, we approved \$14,000 for A Cut Above for tree trimming services. Somehow there was an additional \$3,000 paid that we did not previously approve. I wonder how that happened and why did that happen.

Ms. Snyder stated it is for an additional 384 trees.

Mr. Haskett stated that is a proposal and not an invoice. It is for additional trees that were outside their scope of service, 384 trees. It is included as a proposal for the Board's approval and then it will be included in the invoices to be approved.

Mr. LeMenager stated we have not written the check for it yet.

Mr. Moyer stated the financial statements show that only \$14,000 has been paid.

Ms. Kassel asked why were these trees not included in the original scope?

Mr. Haskett stated we were going off the plans instead of counting each tree in the field. The tree count was off from what I provided to them.

Mr. LeMenager asked where are these trees?

Mr. Haskett stated it indicates 384 trees in Birchwood and Cypress. That is not where the mistake was made but that is where he ended up with his tree counts.

Mr. LeMenager stated I have driven all over and I am trying to think where there are 384 trees that they have not done.

Mr. Haskett stated they did them all. They did not want to split up their services.

Ms. Snyder stated so we owe them \$3,000.

Ms. Kassel asked do we owe them \$3,000?

Mr. Haskett stated that is for the Board to decide.

Mr. LeMenager stated I think we have to be fair and pay them.

Ms. Snyder stated I agree.

Mr. LeMenager stated I would pay it.

Ms. Snyder stated the cleanup was phenomenal.

Ms. Kassel stated all they did was to trim up from the bottom of the trees and their scope of services included thinning the balance of the tree. I did not see it.

Mr. LeMenager stated I saw a lot of that.

Ms. Snyder stated I saw it, too.

Ms. Kassel stated I looked at a number of trees and I did not see it.

Mr. Evans stated they cannot do it on trees that are on individual lots.

Mr. Haskett stated they did more work than what he originally charged for. He ended up with 1,400 trees and he did well above and beyond his written proposal. The wording that was in the proposal also stated an estimated 1,094 trees of varying age and size. There was a clause that did not give a specific number and it could be above or below a specific number of trees.

Ms. Snyder stated I really think we need to pay them.

Mr. LeMenager stated so it was your honest mistake and not his.

Mr. Haskett stated yes.

Mr. LeMenager stated I thought they did do a nice job.

Ms. Snyder stated they did an excellent job. Do we need to approve paying this proposal?

Mr. Moyer stated if you are agreement with the addition, you need to approve that proposal as part of the invoices.

<p>On MOTION by Mr. LeMenager, seconded by Ms. Snyder, with all in favor, approval was given to the invoices as presented, inclusive of the change order for A Cut Above in the amount of \$3,000.</p>
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C. Consideration of Resolution 2009-3 Designating Bob Koncar as Treasurer and Stephen Bloom as Assistant Treasurer

Mr. Moyer reviewed Resolution 2009-3 designating a Treasurer and Assistant Treasurer, both of whom are Senior Managers at Severn Trent.

On MOTION by Mr. LeMenager, seconded by Mr. O’Keefe, with all in favor, approval was given to Resolution 2009-3 designating Bob Koncar as Treasurer and Stephen Bloom as Assistant Treasurer.

D. Consideration of Amendment No. 1 to the Severn Trent Management Services Contract for the Dockmaster Salary

Mr. Moyer reviewed the proposed amendment to add the dockmaster’s salary to the Severn Trent management contract. This has been reviewed by legal counsel. The amount of \$3,568 per month covers his salary and all the related expenses related to employees, including health insurance, FICA, and worker’s compensation.

Mr. Evans asked is this consistent with our earlier approval?

Mr. Moyer stated yes, this is to document what the Board already authorized.

On MOTION by Mr. LeMenager, seconded by Ms. Kassel, with all in favor, approval was given to Amendment No. 1 to the Severn Trent contract for the dockmaster salary.

E. Authorization to Prepare an RFP Package for Aquatic Plant Maintenance Services

Mr. Moyer stated I would like the Board to authorize staff to prepare an RFP package for aquatic weed maintenance within the community.

Ms. Kassel stated I would like to have the Florida Friendly guidelines in our landscaping contract and then state “*Unless current facilities or landscaping do not comply with those guidelines.*” I would like to move ahead with an RFP for pond maintenance services but that we look to address environmental issues in that RFP so we are not stuck with a contract that does not address those issues and, therefore, we have service that does not comply with what we would like.

Mr. LeMenager stated we have to approve it before it goes out anyway.

Mr. Moyer stated we will look at that. I struggle a little with the applicability of that, given aquatic maintenance, which is usually regulated very heavily by the Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA) on the types of materials you can use. You select the material based on the plant you are trying to eradicate. We can look at it. If we can do that, we will do it.

Mr. LeMenager asked is this for lakes or ponds?

Mr. Golgowski stated the ponds.

Ms. Kassel stated to clarify, our ponds do not include the lakes or the ponds on the golf course.

Mr. Boyd stated the maintenance of the ponds on the golf course is part of the stormwater system. Those ponds on the golf course are not being mowed by the CDD, but the aquatic maintenance needs to be treated as a uniform drainage system.

Mr. Evans stated it is the function of the ponds as a drainage system.

Mr. Moyer stated we can just take your direction to staff to prepare the RFP.

Mr. Evans stated Mr. Boyd will work on language for Florida Friendly with Mr. van Assenderp to see what extent we can take Florida Friendly in this RFP.

F. Assessment of Alleys

Mr. Moyer stated we are starting to get calls on alley repairs, which is not budgeted. We will look at those requests. If they are minor, I have someone I can send to repair potholes. If it is more extensive, it will need to be a budget item for the Board to consider as part of the budget process.

Ms. Kassel stated we have a reserve fund of about \$23,000.

Mr. Moyer stated it is not a lot.

Ms. Snyder stated I think a lot of them are potholes, the ones that I have seen.

Mr. Evans stated perhaps we should look at all the alleys like we did the assessment for the sidewalks. That assessment gave us a better idea of what it would cost to do the repairs. We are getting close to another budget year. We should ask Mr. Boyd to do an assessment of the alleys, as opposed to doing patchwork repairs, and give us his recommendation of the magnitude. We are responding to individual complaints, when the scope may be larger than one or two isolated issues.

Ms. Snyder stated I agree.

Mr. Boyd stated we will provide a similar report to what we did for the sidewalks.

Mr. LeMenager stated I think it is a great idea. It is much better than doing it piecemeal.

Mr. Evans stated then we can determine what we need to do immediately and what needs to be budgeted for next year.

Ms. Snyder stated I think we will need to do some sooner than others. It is dangerous for bicycles.

Mr. Boyd stated similar to what we did for sidewalks, we will create a standard as far as what requires immediate repair and what can be put off until next year.

FIFTH ORDER OF BUSINESS

Attorney's Report – Consideration of Agreement for Legal Services

Mr. van Assenderp stated I would like to expand the assignment to Mr. Boyd and myself, not just for the aquatic plants but in general as to future legal applicability of Florida Friendly and provide report.

Mr. Evans stated yes, that will be helpful.

Mr. van Assenderp stated I was asked to send an updated version of our contract, which I distributed to you. We are eliminating meal expenses for travels and are reducing mileage from the IRS mileage to the State mileage which is \$.445. The hourly fees are the same or have been reduced.

Ms. Kassel asked can we sometimes have you or Mr. Qualls available via conference call rather than travel and save that expense on our part and time on your part?

Mr. van Assenderp yes. The Attorney answers to the Board and should be present at all meetings because you never know when something could have a legal issue or problem raised. To be there or participate does not mean it has to be physically in same room. As long as there is good faith in looking at the agenda and deciding whether to attend or not. You can formalize the procedure and have it approved by the Chairman.

Ms. Kassel asked is there any detriment or downside?

Mr. Moyer stated it is pretty common, especially on routine business meetings.

Ms. Kassel stated we would want you here for issues such as tonight.

Mr. van Assenderp stated certainly we can also let you know if we think it is important for Mr. Qualls or myself to be here. I think our fee is a small amount. I drove to and from this meeting. That is 10 hours of driving and we will not charge you for that but I will charge \$.445 for mileage. I will charge 1.25 hours for travel during the day, but if you want that to discontinue, you can let me know. That is how this contract is setup for now.

Mr. LeMenager asked why are we being asked for this at this time?

Mr. Moyer stated only because it was something Mr. Qualls volunteered at our last meeting.

Mr. LeMenager stated we just spent two hours discussing an RFP and we just authorized another RFP. I note our legal costs are \$6,000 over budget for the year so far. We are spending a fair amount and I think we are getting excellent advice. If we are

going to do this, should we do an RFP and see what other options are available? I am sure we are getting a wonderful deal but I do not know what we are comparing that to. I have no complaints whatsoever with the service. However, if we are spending this much money, we should check with some local companies.

Mr. van Assenderp stated I welcome the opportunity.

Ms. Kassel stated perhaps instead of doing an RFP, we can get some competitive prices from other firms.

Mr. LeMenager stated that is fine, whatever the process is. I think we have set a precedent that for major contracts, we want to get proposals.

Mr. van Assenderp stated I do not have a problem with that. It is a good idea and I am proud to have our fees compared to anyone's. I work for you and if you want me to adjust them, I will.

Mr. Moyer stated I will caution the Board in terms of doing a broad solicitation of Attorneys, this is a specialty area. There are only a small number of firms in Florida who have a clue of what CDDs are. If you want to do that, I will ask that you limit it to the people who could provide the proper service to the Board. There is another firm out of Tallahassee, Hopping Green. Shuffield Lowman is an Orlando firm. Scott Clark is an individual in Orlando with a smaller partnership.

Ms. Kassel asked can you request proposals from them?

Mr. Moyer stated yes, if the Board requests that I do that. I already have that information and I can provide it to you.

Mr. LeMenager stated that might be a better way to do it. My concern is I have no idea what anyone else is charging.

Mr. Moyer stated I will provide a memo on it and if you want to go through the process, that is fine.

Mr. LeMenager stated I would be more comfortable.

Mr. Evans stated I have had the honor of working with a number of law firms for CDDs where I have served as Supervisor or Chairman. In the dealings I have had with Mr. van Assenderp and his firm, he has by far a superior knowledge and capability and history of working with CDDs. Mr. van Assenderp was instrumental in the drafting of much of Chapter 190, Florida Statutes, that governs CDDs and has the longest history of working with CDDs. Personally, I do not think we can find representation that is

comparable to his expertise especially compared with what we are charged for the quality of service that we have received. We cannot expect other firms to give us a grace period for travel and some other things his firm has offered to us. We have a longstanding working relationship, he has an extremely extended knowledge of this District from its inception, and that is extremely hard to put a price on. If we are solely price shopping, I think that is a disservice.

Mr. LeMenager stated that is not my intention.

Mr. Moyer stated I know the results of the memo that I will provide to you.

Mr. LeMenager stated I just think we have established a precedent of doing RFPs for services.

Ms. Kassel stated I think it is being responsible as Supervisors.

Mr. O'Keefe stated as one of the oldest members of this Board, I have been here since the inception of the District since we have had Mr. van Assenderp. We have had excellent service all this time, and I do not think you can match the service and the quality of what we get from him.

Mr. Moyer stated we should have asked for an addendum to address the travel issues Mr. Qualls discussed with the Board. Perhaps we asked for the wrong thing.

Mr. LeMenager stated I would feel more comfortable with that.

Mr. van Assenderp stated I thank all of you for your comments. It is normal when a District makes the transition to a qualified-electoral Board from a landowner-elected Board. I do not take anything negative and it is healthy.

Mr. Evans stated we appreciate that. Is there any urgency to address this tonight?

Mr. Moyer stated no, not at all. It is a housekeeping item.

SIXTH ORDER OF BUSINESS Engineer's Report

A. Consideration of Proposals for a 10-Inch Watermain Extension

i. Geotechnical Engineering Services

ii. Surveying Services

Mr. Boyd stated these proposals are follow up from the work the Board approved in January to connect the east side of the property to the west side of the property. The proposal you authorized us to provide is for design services to design and permit that facility. There are two other pieces of work that have to be performed. They can either be performed under our contract, where we will administer those services, or you can contract directly with those consultants, which is more economical to you since they go

through the Board and not through us, which lowers the overhead costs. The first is for geotechnical services, which is soil borings and mucking protocols. We need to evaluate whether we are going to directional bore under the wetlands or whether we are going to permit an open cut. The second is for the associated surveying work. They will also prepare the sketch that will be used once the construction is complete. These will complete the design work.

Mr. LeMenager asked what we approved last month was not for the whole process?

Mr. Boyd stated I would liked to have had all three proposals together for the January meeting. What you approved in January was for our engineering firm to provide civil engineering services for design and permitting. There are two other consultants who have to be employed to complete the project. Geotechnical engineering is a specialty area, and this is to do the field investigation of the soils to be sure there are not any excessive muck pockets or other geotechnical hazards that will be a problem once construction starts.

Mr. LeMenager asked this is out of capital funds and not our operational funds?

Mr. Moyer stated that is correct.

On MOTION by Mr. LeMenager, seconded by Ms. Snyder, with all in favor, approval was given to the proposals from Devo Engineering for geotechnical services and Brown & Johnson for surveying services, as described.
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B. Approval of Invoices for Series 2004 Project

Mr. Boyd reviewed the engineering invoices for December and November.

Mr. LeMenager asked why are these not part of the normal check run?

Mr. Moyer stated these requisitions are paid from the capital account.

On MOTION by Ms. Kassel, seconded by Mr. LeMenager, with all in favor, approval was given to the invoices for the Series 2004 project, funded from capital funds, as described.

SEVENTH ORDER OF BUSINESS Developer's Report

Mr. Haskett stated Ms. Kassel had spoken with Mr. Belieff about the pavilion at the small dog park. There was a wash out area where there is no turf growing. The development company had some excess pavers from another jobsite that they donated to the CDD. Mr. Belieff is in the process of installing them around the brick line and other areas where there are dirt issues.

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.

Mr. Belieff stated things have slowed down a little but are going well. There was a good fishing event last week, and a resident caught a record 9–pound bass. This has given me time to concentrate on other areas of the property that need to be done.

Ms. Kassel stated I want to commend Mr. Haskett and Mr. Belieff on the paving stones.

Mr. Belieff stated we are going to add more around the corners to come out farther.

Mr. Moyer stated I distributed correspondence that I received from a resident that identifies some concerns he has, nothing against our dockmaster. It describes some issues in the way we have structured the system. We can discuss them now or we can put it on the next agenda. In some respects, we have discussed some of these already.

Ms. Snyder stated I think we should discuss it now.

Ms. Kassel stated I agree that I have heard rumblings that the reservation system is rather unwieldy and difficult. There seems to be something wrong with hiring someone and the CDD paying a full-time salary and having one less day. We were thinking of hiring a part-time person for times when Mr. Belieff was not going to be there, but that has not happened yet. I think the reservation system was not up and running and has not been up and running, and I would like to know what the status is. Can people go to a website and make their reservation and have a pre-authorization for the deposit?

Ms. Burgess stated no, that is not available on the website. They need to stop by the office, send an email or call the District Office. They cannot reserve the boat on the website because we need a copy of their photo identification and a copy of the front and back of their credit card. We cannot do that through the website. We can also handle everything by mail. We will try to make it as easy for people as possible, but they need to either email us or call us. We have had people doing that.

Ms. Snyder asked is that made known?

Ms. Burgess stated that information is on the website.

Ms. Snyder asked are they reading that on the website and following it?

Ms. Burgess stated I spoke with Mr. Belieff before the meeting and he said people are following the procedures.

Mr. Belieff stated for most people, it just takes five minutes.

Ms. Snyder stated maybe the process just needs a little time for everyone to get used to.

Mr. Believe stated it is going along a lot better now.

Ms. Snyder asked are you getting as many negative remarks?

Mr. Belieff stated it is about equal. Some people just do not have the money to put down for the \$250 deposit.

Ms. Snyder asked do they know it will not be charged if the boat comes back with no damages?

Mr. Belieff stated they understand that. For some people, it is taking a little time to get that point across.

Ms. Kassel asked is there a pre-authorization charged on their credit card?

Ms. Burgess stated no, we need a valid credit card number in the event that something happens. I told Mr. Belieff before the meeting that it reassures the residents that we will not cash their check and we will not run any credit card numbers without contacting them. For example, we charge a deposit of \$250. If they have \$15 worth of damage, I am not going to cash the \$250 check. I will give them their check back and exchange it for a \$15 check. In no way will I run authorization for a credit card number or cash a check without contacting them first.

Ms. Kassel asked so there is no pre-authorization system? Someone could potentially give you a credit card number that is not valid. So we are not actually taking a \$250 deposit; all we are taking is a credit card number. That is a big difference. If we are not actually taking a deposit, then we should not say we are taking a deposit.

Ms. Burgess stated the Board can direct a different procedure for taking credit card numbers. The Board previously discussed having an agreement with Point and Pay or Wells Fargo or other credit card service but they will actually pull that money out of their account and will put a hold on the card. The Board did not approve having that agreement.

Ms. Snyder stated I think you will eliminate some people from using the boats because of the economy. It is pretty tough out there.

Mr. LeMenager asked why did we institute this? Some people abuse the privilege and damage the boats. We could not get them to pay for it. This is economics as to why we ended up instituting the deposit.

Ms. Kassel asked are you saying that we should take a \$250 deposit?

Mr. LeMenager stated no, I am saying what we do now is fine.

Ms. Kassel stated we are not actually taking the deposit in accordance with the rules.

Ms. Snyder stated in the event that it is necessary, we would charge the credit card or cash the check.

Ms. Burgess stated yes, but we will contact them first.

Ms. Kassel stated we are not actually taking a \$250 deposit, yet our rules say we are supposed to be taking a deposit. We are not doing that. By saying we are doing it, we are putting up barriers that are not necessary because we are not actually doing it.

Mr. Evans stated if someone gives her a check, she can cash that check at will. If someone provides a credit card number, she can charge that credit card at will. In essence, she has the power to collect that deposit. That is at her discretion.

Mr. Moyer stated that is correct, and it is based on the damage. One thing I want to caution the Board on, and we had this discussion on using Point and Pay or PayPal, we do not want the system to be more expensive than the damage to the boat. It needs to be reasonable. We are in this process of learning and studying it, but we have not been burned in this process yet where someone gave us a bad check or an invalid credit card number. If that happens, then I think we have to revisit it. As you are aware, it is pretty expensive to do these transactions on such a limited basis.

Mr. Evans stated I think we did it as a deterrent.

Ms. Snyder asked can Mr. Belieff tell the residents that the check will not be cashed or the credit card will not be charged if the boat comes back in the same condition as when it left?

Mr. LeMenager stated I think they actually contact the District Manager's office.

Ms. Snyder stated it sounds like Mr. Belieff is having to explain everything.

Mr. Belieff stated I try to explain that to them. I was telling Mr. Golgowski that a lot of people want to be able to put up their deposit like they do for the pavilions. It seems someone wanted to do that and they had a deposit check on hold for the pavilions and technically it was not for the boats.

Ms. Kassel stated my question still stands as to whether or not we need to be clearer that we are taking information or a check but we are not taking a deposit. We are not removing or charging any funds. We are only reserving this information in case we need to use it.

Mr. Evans stated perhaps this is just a difference in interpretation. If I give someone a check and they have the ability to cash it, that is a deposit. If I give them a credit card number, then I gave them a deposit. They decide in their sole discretion if they are going to redeem that. In my mind, that is a security deposit. I cannot retract it automatically without putting a stop on the check or taking other actions.

Ms. Kassel stated that is not my understanding. Pre-authorization, which we are not even doing, is where you call the credit card company and request a pre-authorization to charge this card if you need to, and they will say yes. You are not actually putting a charge on the card and you are not actually cashing the check so that money is taken from your account and you no longer have access to it.

Mr. Evans asked can you call the credit card company and request putting a dollar amount on that card?

Ms. Kassel stated pre-authorization is something that is done regularly.

Ms. Snyder stated some of them hold the money out until the hold is released.

Mr. Evans stated that is what I am wondering.

Ms. Burgess stated they will put a hold on the card for that dollar amount.

Mr. Evans stated that is the point. In essence to a certain degree, you are redeeming it.

Ms. Kassel stated my understanding is that they remove that amount from your available credit line but you are not actually charged the amount.

Ms. Snyder stated that is a true statement.

Ms. Kassel stated you do not actually have to pay that amount on your credit card bill. If you have a credit line of \$10,000 and someone pre-authorizes \$5,000, now you can only spend \$5,000 until that preauthorized amount is removed. You are not charged that \$5,000 and you do not have to pay that, but you cannot charge that amount toward your credit line.

Mr. Evans asked is there a problem? I understand your point.

Ms. Snyder stated I think we need to look up what is in the rules. But I do not think there is a problem with it.

Mr. LeMenager stated let us look at the rules.

Mr. Golgowski stated I do not think there is a problem with the deposit. If there is any hesitancy, it is because it is a new program and they are not sure how it is being applied. I would think over time, when we have a good track record of collecting for damages, people will feel more comfortable with it.

Ms. Kassel asked what about paying someone full-time now, which we were not doing before, yet we are getting use of the boat one day less. Are we going to do anything about that?

Mr. LeMenager stated although Mr. Belieff is called the dockmaster, we have greatly expanded the scope of what he is doing. He is not doing just the docks. Our thought to have a CDD employee here for other tasks as well.

Mr. Evans stated I think we are in the process of getting a greater utilization and better response time for the five days it is open, as opposed to trying to be everything to everyone by being open more days. They have three days during the week plus the weekends. At this point, based on the number of residents and the utilization, I do not think we need to go through the expense of having it available one more weekday.

Mr. LeMenager stated there were only eight trips in the last month. The basic question seems to be whether we should be closed Monday and Tuesday instead of being closed Tuesday and Wednesday. There are not many people who come during the week, so ask them if they prefer different days. I do not have a problem with the actual users requesting days they prefer to use the boats.

Mr. Golgowski stated Monday was not selected because weekends are busier and we have a number of holidays on Mondays.

Mr. LeMenager stated if anything happens, it gives you a chance to take care of it.

Ms. Snyder stated it is still available five days. But we are open on weekends when more people are available to use them.

NINTH ORDER OF BUSINESS **Supervisor Requests**

Mr. LeMenager stated in terms of the landscaping, I noted that REW is doing a lot of sod replacement along the easements on the boulevard and some side streets, but it does not appear they have done much in the small parts, such as parks and alleys. The park behind my house has an area that is at least 15 feet by 15 feet where it is just dirt. As you go to other areas, we have turf areas with problems.

Mr. Haskett stated the turf is being replaced at their expense due to pest issues, including cinch bugs.

Mr. LeMenager stated the park behind my house and others is probably due to cinch bugs. Please take a look at that. We discussed the trees being trimmed above and below ten feet. On the main boulevard into the community, it would appear that REW has done the trimming below 10 feet. I am still concerned with the cleanliness of trees. Lichen is covering the trees.

Ms. Kassel asked is that a bad thing, or is it just the natural process? It will not kill them, but it is part of how they grow.

Mr. Haskett stated the Arborist who did the trees did not advise that there were any diseases or additional treatment for those trees.

Ms. Kassel stated it is a natural biosynthetic symbiotic partnership.

Mr. Golgowski stated now that some of those branches are gone, that should dry it out a little.

Mr. LeMenager stated I do not think it looks very good.

Ms. Kassel stated in the minutes from the last meeting, we talked about sleeves on the dog park gates. It appeared that the sleeves were intended to shut the gate so that they would not remain open. I may have misinterpreted the verbiage in the minutes.

Mr. Haskett stated the sleeve is where the hinge connects to gate post. There was not a sleeve in there, so the hinge clamp is spinning on the post instead on the sleeve, which was causing friction and it was not free flowing. Because of the sleeves, they welded a little ring above the bottom hinge so it will not slide down. It was too stiff for people to be able to get open.

Ms. Kassel stated the inside gate at the large dog park is very tight. I was noting the boat report says that we have about 100 people a month using the boats, but 50 to 75 people a day are using the dog parks. There are a number of things that would be helpful to add in addition to the wonderful things you are doing. Because it is Florida and dogs run around, they need a place to cool off. We have been buying small wading pools but over time, because of the dogs' nails and the heat of sun, they break and develop leaks. That water leaks into the soil, then there is a muddy hole and the dogs dig in the muddy hole. I wonder if we can get a pad installed with a drain so we can dump the pool water onto the pad so it drains down. We can hose off the pad, it will drain down, and we can

refill the pool and we will not have a muddy spot that the dogs dig in that also becomes an unsafe place because of a hole.

Mr. Haskett stated the Board can direct me to get proposals or I can just go out and do it.

Mr. Evans stated this is not a monumental request that requires Board approval. You can call Mr. Moyer and say it is something to address.

Ms. Kassel stated it is the kind of expenditure I do not want to make without discussing with the Board.

Mr. Evans asked how big of an issue is it?

Mr. Boyd stated you can form up something for the pad. The tricky part will be the drain. You do not want to do something expensive that will need to tie into the sanitary system. You can dig a hole and put perforated pipe in the hole that will give water a place to go. We will not know how well that works until you do it. The groundwater table is high.

Mr. Evans stated that means it will not percolate very well.

Ms. Kassel stated it is not a lot of water at any one time.

Mr. Evans stated staff can assess it and make a recommendation to the Board.

Mr. Haskett stated I will meet you at the dog park and we can discuss it further.

Ms. Kassel stated people are not picking up after their dogs in the dog park. Maybe we can have signs at each dog park saying "*You must pick up after your dog.*" Maybe we can get cameras that do not necessarily operate. Is that something I can talk with Mr. Haskett about?

Mr. Evans stated I think education is the best start, and we can put up some signs to be a good neighbor and pick up after your dog.

Ms. Kassel asked do we know when the sidewalks will be completed?

Mr. Moyer asked have we received the sidewalk report?

Mr. Boyd stated yes, three places are priority one.

Mr. Moyer stated we will have the same contractor come out to repair those three locations, and that will be complete before the next meeting.

Ms. Kassel stated regarding the community garden, I noted that Mr. LeMenager made the comment about the garden club wanting to bring a proposal to the CDD Board to put in a facility. I agree with him and I went to the Florida Statutes and Section

190.012(2)(a), Special Powers, refers to parks and facilities for indoor and outdoor recreational, cultural and educational uses. I feel that the community garden definitely falls within that purview and we can make a rule that says if we have more families than plots, then families will have to share plots on a lottery basis so that we are not making it exclusionary in any way. I support that as well.

Mr. van Assenderp stated the section she mentioned is correct and a facility or system is a legal power of this District to do. It also should be implemented by rule because the consent has already been received in the Statutory reference. You have that power and do not need to do anything to get the power. But you misstated Federal law. You have started approaching it by not making it exclusionary. Any community garden or any such public recreational or educational facility that is on District property or that has been built or constructed or acquired using tax-exempt funds is public property. It is open to the public. It is built or owned by a government, under both State and Federal Law. That is where you get the comment that you cannot be exclusionary, and you are correct about that. It is more involved but it is doable. The public cannot be denied, and “public” is anyone in the world at anytime. The limitation is reasonable rules and regulations that may manage or regulate access but not to the degree of denial. Whether it is the swimming pool or a community garden, you will have to figure out a way to manage it and do the logistics of not denying the public. If you want to proceed, I think you should appoint a task force to look into how to deal on a practical basis with that legal requirement.

Ms. Kassel stated right now we restrict the pools to people who are residents.

Mr. van Assenderp stated no, you do not. I made sure that you did not when you adopted the rules. They are open to anyone in the world but you have rules and regulations that you have adopted that regulate access, including charging fees as long as it is fair and reasonable. I can go to a municipal pool in my hometown where I have an identification card. But I can also go to a municipal pool in Kissimmee even though I do not live in Kissimmee. It is still subject to certain rules and regulations and a fee.

Ms. Kassel asked a member of the public can come here and request a key?

Mr. van Assenderp stated yes, I do not know if they will receive a key but they can have access to the pool.

Mr. Moyer stated included in our rules is a fee schedule that this Board adopted and if you want to use our facilities, you have to pay as if you were a resident on an annual basis, and the dollar amount is \$1,000.

Ms. Kassel asked can the same thing be applied to the community garden?

Mr. van Assenderp stated if you decide to do this as a project, you want to be sure it meets the legal muster of not denying access to the public, and there is no limit on the public. You then have to write rules and determine the logistics as it relates to all the activities of a community garden and how many people can participate. There are practical things that have to be addressed. Everything you said was legally correct, but I wanted to add that one point, and you need to figure out how to do it.

Ms. Kassel asked we can follow the same criteria as is used for the community pool?

Mr. van Assenderp stated they are substantially the same but not exactly the same because a community garden is different than a pool, but that is something we can look into. You provide a report to the Board on how you would regulate access and use of the garden.

Ms. Kassel stated I would like to talk about it at the next meeting.

Mr. Evans asked if you have 100 plots that are all occupied and five people from Kissimmee come and want to participate, what do you do?

Ms. Kassel stated people agree up front that there is a lottery. If there are more people than there are plots who want plots, then all plots go into a lottery and any plots that are picked have to share their plot with the newcomers.

Ms. Snyder stated if it was someone from Kissimmee, then I would think we charge them \$1,000.

Mr. Evans stated it has to be reasonable and fair.

Ms. Snyder asked is that what we charge for use of the pools?

Mr. van Assenderp stated yes.

Mr. Evans stated if you try to charge someone an exorbitant fee for the use of that garden, then in effect, you are barring them from access. It has to be reasonable.

Ms. Kassel stated it is no different than the pool.

Mr. Evans stated it is very different. You can qualify a pool. If this was a private club, there is a range of annual membership fees that you can expect to pay. To be a member of

a garden club, you will have to keep that cost in a reasonable manner not to exclude other people. You cannot make it cost prohibitive to have it as a deterrent.

Ms. Kassel stated the fee should include the cost of construction and maintenance and watering and other things. That alone may dissuade people.

Mr. Evans stated at anytime a resident wants to go in there and pick something, they are a resident and they do not have to pay any additional fees. Can they come into the garden and start collecting food?

Ms. Kassel stated we will want to limit that because we have people who are putting in their private funds into their plot and their own effort and labor to weed and water and plant. We certainly want to limit it by education or similar to the pool, where you have a key.

Mr. Evans stated then a resident comes and says they have as much of an interest in that dirt as any other resident. At some point in time you will run into how you avoid restricting users, whether or not it is growing season. At anytime a member of the public wants access to that garden, you have to provide them access.

Mr. van Assenderp stated yes, but the access has to relate to what the facility is, whether it is a pool or a golf course or a community garden. It has a set of rules and regulations that have to be dealt with and promulgated and you will go through the rulemaking process. A set of rules and regulations for a pool or golf course or passive park is different than the rules for a community garden. All the things raised here must be raised and are legitimate things to be raised. After the workshop, the Board will decide if you want to do it.

Mr. LeMenager stated I want to clarify what I said at the last meeting. What I said was if the garden club brings us a proposal that makes financial sense, then I would look favorably on it. I was not suggesting that we have a workshop to do it. If there is enough demand for a community garden, then let them get together. That was the point I was making. I was not suggesting this Board invent the community garden. There are enough people who are interested in it so let them put the proposal together.

Ms. Kassel stated once they do, we have to decide as the CDD whether or not to support it. That is when all of this will come up.

Mr. LeMenager stated we will deal with that when it comes up.

Mr. Evans stated I agree with Mr. LeMenager. If the garden club as an entity can address how you will not be exclusionary, I would be very interested to understand how they do that.

Ms. Kassel stated Harmony has a policy of removing alligators larger than 8 or 10 feet from our ponds. Obviously there is nothing we can do about lakes, but I would like to recommend that we do not remove alligators larger than 10 feet from ponds unless they are problematic. I have a problem with the automatic removal of alligators over 10 feet just because they are that long. I do not think it is right that an environmentally intelligent community should kill alligators when they get to be that age and length.

Mr. Moyer stated I am sure it is not the District that is harvesting the alligators. It is the Florida Game and Fish Wildlife Commission (FWC) who decides that, and we do not have the right to veto their policy.

Ms. Kassel stated the District owns and manages the ponds.

Mr. Moyer stated anyone can call them to come out and harvest alligators that meet those criteria.

Mr. van Assenderp stated that matter is regulated by the FWC. It is not any power the District has other than to recommend if the District wants to. The District cannot do anything unless it is decided at a noticed meeting to ask FWC to remove them. They are simply removed to another habitat under their policies. If someone is doing something else here, that needs to be reported because it is not consistent with the law.

Mr. Evans stated FWC engages local trappers. When they harvest an alligator that falls under their guidelines, they have to be a licensed trapper, they need to have a permit, and they have to go through all the guidelines to harvest that specific alligator. There is that balance.

Ms. Kassel stated I have been told that the trapper who takes the alligator does not receive monetary payment; the alligator is payment and the alligator does not live. I understand we do not have total control, but as a community, whether it is through the CDD who owns the ponds, I would like to have a policy that we do not automatically remove alligators of a certain size.

Mr. Evans stated there has been an enormous amount of debate with FWC and other on this same subject matter. They made the determination that once an alligator reaches 8 feet or beyond, there is a greater potential threat to humans or pets. I do not want to

impede their ability to exercise safety issues in the community. We already had one dog caught by an alligator. I do not want it to be a child. I will sacrifice a lot of alligators in favor of children. I will not take that chance.

Mr. Golgowski stated I have been involved with the debate on this policy, and it is tough because of our general philosophy versus public safety. If you look at the records in the State of incidents where an individual has been killed, 10 feet seems to be the trigger. There have not been any 8-foot alligators killing anyone. At 10 feet, they have a much greater girth and power. They have taken cows off the banks. It is balancing safety with our philosophy. That does not mean we are looking for 10-foot alligators, but if one appears to be acting aggressive, then a State Trapper is called and it is removed and harvested. They are not relocated. We have not had any that big in these ponds.

TENTH ORDER OF BUSINESS Audience Comments

Mr. George Schiro stated the irrigation on CDD property next to my property has been running the past couple days on Buttonbush.

Mr. Haskett asked have you reported it on the website?

Mr. Schiro stated no.

Mr. Haskett stated all issues related to CDD property can be handled much quicker by reporting it on the website or making a phone call than to wait for a meeting.

Mr. Schiro stated I noticed the CDD landscaped area looks weedy, more than it has in the past. Regarding the community garden, since it will be a potential amenity that will be regulated, one of the rules will be not to steal vegetables. My comment about inconsistencies near the beginning of the meeting, Ms. Snyder said she wanted to focus on the top five bidders and then move onto other items if it seems appropriate. She did not say anything about restricting it to only five.

Ms. Snyder stated no, it was to move onto the optional service. I had no intention of talking about any of the other firms. It was the optional service and I clarified it.

Mr. Schiro stated I think that was a mistake. Mr. Tome expressed an opinion that an online forum is not a proper venue for citizens to ask questions of the people who represent them. At that time, the administration of the United States government would have agreed with him. But times are changing. Now we have new leadership at the highest level showing how the internet brings people closer to their government. A new age of transparency and accountability is at hand. Are you willing to reconsider Mr.

Tome's position? Are you willing to answer questions in an online public forum? Will the Harmony HOA and the Harmony CDD be willing to answer questions in an online public forum? How about the Management Company?

Mr. Moyer asked would you be willing to pay additional money for that service?

Mr. Schiro stated I would be willing to volunteer my services free to the Board.

Mr. Moyer stated I am talking about whether you would be willing to hire someone to sit there and if there is a significant volume of questions, to answer those questions. Would you as a resident be willing to pay additional fees?

Mr. Schiro stated yes.

Mr. Moyer stated that is not covered in our contract. Unlike Barack Obama, I do not personally have the time to spend eight hours a day to do that. If you want that type of service, those are the things you need to bring to the Board and we will have to staff up for it.

Ms. Kassel stated I wonder if he is asking for us to do something illegal. If you are asking for individual Board members of the group to give you their opinion on something, that is against Sunshine Laws.

Ms. Snyder stated we cannot do that.

Mr. Schiro stated the residents will give you our opinion, and then all the residents can see their opinion and the Board can read them, and then you can act on them when you get to the Board meeting. Through your meeting minutes, we can go back to each opinion and question. It is a common forum where everyone everywhere can read it in advance and you can know what the community is talking about.

Ms. Snyder stated that is tough, because right away you have misinterpreted what I said earlier in the meeting, so that would be very hard to have that on the internet.

Mr. Schiro stated I disagree but it is something you should think about. Harmony's Activity Director has been in place for about a year and I think he should be commended for his efforts. I have participated in some activities that I thought were good and some I thought were not so good. I know he reports how many people participate in various activities. I also know they have performed surveys of residents in the past. Can this information be shared with the public?

Mr. Evans stated that has nothing to do with the District as far as the cost for the Activity Director. The developer is paying for his salary.

Mr. Schiro asked would you convey that to the developer? You do represent the developer.

Mr. Evans stated at this meeting I represent the District, and it is not a District issue.

Mr. Schiro stated it would also be helpful for residents to express their opinions about various activities for all other residents to see what we are talking about regarding CDD issues. This way, ideas about new activities might develop and ways to improve the existing activities might be shared. Could the developer or the CDD develop a mechanism by which everyone can openly share their opinions and ideas about activities in Harmony?

Ms. Kassel stated we could put up a suggestion box.

Mr. Schiro asked an online suggestion box?

Ms. Kassel stated no, a physical suggestion box.

Mr. LeMenager asked did we not actually see that today? One of our residents sent an email to Mr. Moyer and asked for it to be brought up. He brought it up and we discussed it. It will be in the minutes and the resident will know what we have done.

Mr. Schiro asked would it not have been better if that email had been posted three or four weeks ago so that everyone could read it and be prepared for the meeting?

Mr. LeMenager asked why? We are the only ones to get to deliberate it.

Mr. Schiro stated there are other residents reading this information in advance.

Mr. LeMenager stated that is why there is only six of you here.

Mr. Schiro asked on an ongoing monthly basis, how much money do residents pay to board their horses at Harmony?

Mr. Evans stated the District does not have anything to do with horses.

Mr. Schiro stated there are horses boarded in Harmony.

Mr. Evans stated there are no horses boarded on District property.

Mr. Schiro asked is this a developer issue?

Mr. Evans stated this is a CDD meeting and there are no horses that are boarded on District property.

Mr. Schiro asked is this a question for the developer?

Ms. Kassel stated it is not a question that is relevant for the CDD.

Mr. Joe Bellish asked what is going to happen to the site where the old school was?

Mr. Evans stated that is still undetermined. That was designated as a commercial site from the beginning and the developer owns that site. There were a number of things they considered doing but they put the charter school there on a temporary basis. It has been cleared. As far as future plans, that is still undetermined because it is too early to tell.

Mr. Bellish asked who is responsible for the way it is now?

Mr. Evans stated the School Board is supposed to clean it up, but we will maintain it.

Mr. Haskett stated wildflower seeds were planted in the berm areas.

Mr. Bellish asked what about all the construction debris that was not cleaned up? The storm drains are below elevation with sand running into the storm drains, and some grates are off and are big enough for a child to fall in.

Mr. Evans stated I am not familiar with any of the grates.

Mr. Haskett stated we will look into it since there is a safety issue.

Mr. Bellish stated it is a mess down there. The only way you can change the grading is to elevate the collection basins.

Mr. Boyd stated those drains can be abandoned in place and ultimately removed.

Mr. Bellish stated they are segregated from the main storm drains and blocked off.

Mr. Boyd stated the openings are small in diameter.

Ms. Kassel asked are they a hazard now?

Mr. Bellish stated there were no grates off when I looked yesterday, but before there were three of them that were off.

Mr. LeMenager stated there are a lot of kids that play there.

Mr. Evans stated we will look at it.

Mr. Bellish stated as far as the construction debris that was left over there, I have seen pipe and cinder blocks.

Mr. Haskett stated I have driven by and have not seen anything.

Ms. Kassel stated it is not visible from street.

Chris Sorrough stated I recently heard comments from neighbors and decided it was time to get involved to see what is going on. I can tell you that from being in the community and in talking with neighbors and my wife who is a stay-at-home mom and is in the parks every day, you were commended earlier by the Attorney for your openness and compliance with the Sunshine Law, but I can tell you the people I have talked to, no

one knows what is going on. It is obvious because no one is here at the meeting. I am not sure if Mr. Schiro's methods are right, but something has to be done to get the information out to the community and the homeowners and allow them the opportunity to voice their concerns, besides coming here to a meeting and sitting for 3.5 hours.

Ms. Kassel asked do you have a suggestion as to how that could be done that is cost effective?

Mr. Sorrough stated I do not know. You mentioned a suggestion box and I do not know how that will work or be effective. You could all have email addresses and people can send you emails with their concerns. Someone will have to go through the suggestion box and read them, but you can log into your email account at anytime. I know most City Council members have emails where the City residents can email their Council members with concerns and questions. City Council members have office hours when people can talk to them and not have to sit through a long, cumbersome meeting for a five-minute concern.

Ms. Snyder stated we do have a website where you can go and you can send questions on the website.

Mr. Sorrough stated it is a matter of getting the information out. I was shocked in November when I was voting for the landowners election. I did not vote because I did not know anything about it. There is no campaigning. No one else I talked with knew what it was about. We did not know it was for a CDD position. There is a lack of knowledge. It is partially our responsibility to take an interest, but you have a responsibility to disseminate the information.

Mr. Moyer stated we do have a website and there is a full history of what a CDD is.

Mr. Sorrough stated I have seen it and it is there. I do not think a lot of people know about the website.

Ms. Snyder stated perhaps we can put it in the paper again.

Mr. Sorrough stated it would be wonderful to have an article in the paper.

Ms. Snyder stated maybe it should be in every issues of the Harmony News.

Mr. Haskett stated that information is on every billboard in every park with the website and phone number. The information is out there and people need to look at the bulletin board. Other than doing a direct mail, I cannot see how much more we can do to provide that information.

Ms. Kassel stated we can have suggestion boxes in one or two other places for comments and suggestions, and the CDD members will receive a copy.

Mr. LeMenager stated sure, send me an email.

Mr. Sorrough asked do we have your email addresses? Is there a place for people to send an email on the website? I have not seen it.

Mr. Moyer stated yes. The exception I took to Mr. Schiro's comments was that he said "*and someone to reply*" which means you want to carry on a debate and want to discuss things and want feedback.

Mr. Schiro stated I did not say you had to reply.

Mr. Moyer stated then I misunderstood. If it is just a matter of providing those emails, I brought an email to the Board tonight that I received relative to the dockmaster. If you send them to the email address, we will disseminate them to the Board for their information.

Mr. Evans stated there is a mechanism in place but it is a matter of whether or not you use it.

Mr. Sorrough asked is there some information of how the Board functions and the terms?

Mr. Moyer stated it is all on the website.

Mr. Sorrough stated it seems some decisions were made when I was not here at the last meeting. It was mentioned about the contract for the dockmaster. My family and I use the boats all the time, and I have not noticed any problems with the service we are receiving. Now we are paying \$3,500 per month for his salary?

Mr. Moyer stated no, 30% of that number is health insurance. The total is for salary and benefits.

Mr. Sorrough asked what are we getting now that we were not getting before? I had no issues with Mr. Belieff. He did a great job. I do not see how you can justify \$40,000 in extra expense.

Ms. Snyder stated keep in mind \$12,000 is for health insurance. He is also doing more than just the boats now.

Ms. Kassel stated the point is we were not paying him before. He was not paid by the CDD until recently. The developer was paying the cost for Mr. Belieff. The developer

said that they have been paying this cost for all these years and it was time for the CDD to start incurring the cost for this CDD amenity. That is why it was changed.

Mr. Sorrough stated that makes sense. Are we really justifying these expenditures in our minds? I did not know that and I agree that the CDD should pay for it. How much will we incur with the garden and how many residents are really going to benefit from this? I am glad you said for them to bring the proposal for it to see how many people will benefit from it. We need to be careful during these times to incur expenses for a small percentage of the community. We need to make sure these funds are being used very carefully to justify the expense and everyone receives the benefit of them.

Mr. Patrick Condon stated it was mentioned about the alleys. For the last three years, I have contacted the County and the garbage collection company by phone and email about the alley in the back of my house. As the years have progressed, it has become a big mud pit where the garbage truck goes through every two days. It is becoming a safety hazard. They are cutting big chunks of asphalt out of my driveway. Someone put a safety cone in the alley to keep the truck from running over it, but he started running over the cone and now the cone is a hazard for the kids. If you look at the other alleys that are designed correctly, none of that occurs. Instead of turning right, he turns left and they poured the asphalt such that the truck does not have to negotiate around a utility box. It is a physical impossibility for the truck driver. There is an easy solution if someone would actually fix it. I will submit it to the website again and I will submit pictures to you.

Mr. Boyd stated show me on the map where it is and I will look at it.

Ms. Kassel stated I received a complaint from another resident, as well.

Mr. Condon stated when you go to City Council meetings, for every topic there is an opportunity for public comment. Everyone gets two to five minutes to speak their piece and then you vote. I did not see that here. Is that because you are a different kind of organization?

Mr. Moyer stated no, when you go to a County or a City meeting, if they have public hearings, that is when the public gives input. But once the public hearings are done, they transact business just like this Board did tonight. Not every agenda item is open for public comment. We have mandatory hearings on the budget and when get to that hearing, we will open that for public comments. We do not have many public hearings

because we are not involved in land use decisions or zoning or other things that require a public hearing by Statute. We are primarily involved with infrastructure management.

Mr. Condon asked where is the 10-inch water main going?

Mr. Boyd stated it is part of the original overall master infrastructure plan. It connects the west side of the CDD to the east side of the CDD and provides redundancy of the water system. If one of the water mains needs maintenance or has a water break, right now the neighborhoods would be shut down.

Mr. Schiro asked assuming you do not have to reply and the cost is free, would you add a forum feature to the website?

Mr. Moyer stated we will consider that.

Mr. van Assenderp stated as with any forum for any form of government, the Sunshine Law is very restrictive.

Mr. Schiro stated that means we have public access.

Mr. van Assenderp stated no, that means they cannot respond.

Ms. Kassel stated none of us can respond because it happens outside of a public meeting.

Mr. van Assenderp stated I think it raises a serious Sunshine Law violation.

Mr. Schiro asked is it acceptable as long as they respond to the questions in meetings?

Mr. van Assenderp stated it has to be a noticed meeting.

Ms. Kassel stated you are welcome to collect all of them and bring them to a meeting, unless there is a trigger to send the CDD members to that forum if there is something there. Otherwise, there is no system.

Mr. Schiro stated it comes in as an email.

Ms. Kassel stated then bringing it to the meeting is another story. Just because I see it does not mean I am going to remember it. I may not print out all 75 to 80 pages and bring them to a meeting.

Mr. Schiro stated that is up to you. If you want to ignore it, you can. It just gives you an opportunity.

Ms. Snyder stated just know that we cannot respond to it.

Mr. Schiro stated the way you respond is you address the issues during the meeting.

Mr. Sorrough asked can they reply to emails?

Mr. van Assenderp stated not under the Sunshine Law.

Mr. LeMenager stated we have to be very careful.

Ms. Kassel stated I can respond to you privately.

Mr. Sorrough stated City Council members receive and respond to emails.

Ms. Kassel stated they can respond

Mr. Sorrough stated I thought emails are public record. I thought you could respond and say you will bring it up at a public meeting.

Mr. van Assenderp stated that is about as far as it can go.

Mr. Sorrough stated you are saying you cannot respond whatsoever.

Ms. Kassel stated we cannot give an opinion or share our thoughts on anything.

Mr. LeMenager stated we can say anything we want to a private person but not to any of the other Board members outside of this meeting.

Mr. van Assenderp stated if it gets on a public document and you have seen it, that is a Sunshine Law violation. There are Board members around the State who have had to hire criminal lawyers for inadvertent, but nevertheless, failure to abide by the Sunshine Law.

Mr. Sorrough stated I thought it was satisfied by the fact that emails are public.

Mr. van Assenderp stated that just makes the public discourse at a non-noticed meeting public record and it makes it easier to convict them. This is pretty serious.

Ms. Kassel stated I wanted to respond to Mr. Schiro that this is not the forum to answer your questions. It is not a “yes” or “no” answer; it is a very complex question and this is not the place for that conversation.

A Resident asked as a homeowner, how do we know what is CDD property, what is developer property and what is other property?

Mr. Boyd stated there is a difference between the CDD boundary and CDD property. The boundary is the boundary under which the CDD operates. CDD property is property that is owned by the CDD. Your property is in the boundary of the CDD but it is your property; not CDD property.

Ms. Kassel stated I think her question was how can we let residents know what is CDD property versus private property.

Mr. Boyd stated we do have a map that shows that. Unfortunately I did not bring it with me tonight.

Ms. Kassel asked would it be helpful to have that map on the website?

Mr. Evans stated when you put that map on the website, it is so small that trying to read it is very difficult. Essentially the CDD owns the pool, the park in Town Square, and the other parks.

Ms. Kassel stated perhaps in every Harmony Notes you can include where residents can address issues as well as a paragraph depicting what is CDD property and what areas are private property.

Mr. Boyd stated I will bring a map to the next meeting that describes those areas.

Mr. Evans asked when should we have our next meeting?

Mr. LeMenager stated I would like to have another evening meeting. Our meetings typically are only an hour. I cannot commend you enough for staying this late. We had a lot of residents for the HOA meeting. if they knew we were just meeting for an hour, I think we had a terrific turnout.

Mr. Evans asked do we need a meeting next month?

Ms. Kassel stated yes. We will have the check run summary and issues that come up during the meeting. I was very uncomfortable not meeting for two months. I know there are always things that come up at meetings and I do not want to wait two months.

Mr. LeMenager asked do we need to do any preparation for May. This is our first time through the budget process.

Mr. Evans stated we will have a workshop. There is a lot of information you will receive in preparation for the budget process.

Mr. Moyer stated you will receive the preliminary budget in May.

Mr. LeMenager stated I would like to go through the process when we can talk in April just to make sure I understand.

Ms. Snyder stated there is a separate workshop for the budget.

Mr. Evans stated that was the whole purpose of the workshop and it is a very voluminous worksheet. I prefer to have meetings during the day unless we have a major issue.

Ms. Snyder stated I do, too.

Mr. Sorrough stated that goes right to the concerns of the residents. That is one of the main complaints. There are a lot of people out there with the impression that there are people on this Board making decisions for residents who are not residents. The other

complaint is that these meetings are held during the day when people are at work and they do not have the opportunity to attend.

Ms. Snyder asked were those people here tonight?

Mr. Sorrough stated I do not know.

Ms. Snyder stated I do not believe they were.

Mr. Sorrough stated I think you need to make the opportunity available. Whether or not they attend is one thing and then you put it back on them if they do not take advantage of it.

Ms. Snyder stated I have heard that complaint so many times and yet these people never show up.

Mr. Evans stated we move our meetings to the evening and they do not show up.

Ms. Kassel stated I prefer an evening meeting.

Ms. Snyder stated I prefer daytime.

Mr. O'Keefe stated I prefer daytime.

Mr. Sorrough asked who on the Board is not a resident of Harmony?

Mr. Evans stated Mr. O'Keefe and myself.

Mr. van Assenderp stated everyone is initially elected by the landowners before we convert to General Elections. In two years, everyone will be elected by residents and registered voters.

Mr. Moyer stated the next meeting will be Thursday, April 30, 2009, at 9:00 a.m.

TENTH ORDER OF BUSINESS

Adjournment

The meeting adjourned at 9:45 p.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman