

MINUTES OF MEETING HARMONY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, April 26, 2012, at 6:00 p.m. at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Robert D. Evans	Chairman
Mark LeMenager	Vice Chairman
Steve Berube	Supervisor
Ray Walls	Supervisor

Also present were:

Gary L. Moyer	Manager: Moyer Management Group
Tim Qualls	Attorney: Young vanAssenderp, P.A.
Wendy Andrews-Fine	Luke Brothers
Greg Golgowski	Harmony Development Company
Todd Haskett	Harmony Development Company
Mike McMillan	Luke Brothers
Pete Lucadano	Luke Brothers
Shad Tome	Harmony Development Company
Residents and members of the public	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Evans called the meeting to order at 6:00 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 March 29, 2012, Meetings

Mr. Evans reviewed the minutes of the March 29, 2012, regular meeting and requested any additions, correction, or deletions.

Mr. Berube stated page 5, TruGreen LandCare is referenced in several places throughout the minutes. I do not believe that LandCare is affiliated with TruGreen.

Mr. Haskett stated that is correct, it should be LandCare Specialists.

Mr. Berube stated we need to remove references to TruGreen and just make it LandCare. In the discussion on page 23 about the new playground for the Green neighborhood, there was a question about the fences. I asked if it will be fenced, and Mr. Tome's response should be that it will not be fenced.

Mr. Haskett stated that is correct; it will not be fenced.

Mr. Walls stated page 9 in the middle should read, “Mr. Walls stated I would like staff to begin working on the RFP for landscaping services.” Page 31 toward the bottom should read, “Mr. Walls asked did we also get a rate decrease?”

On MOTION by Mr. Walls, seconded by Mr. Berube, with all in favor, unanimous approval was given to minutes of the March 29, 2012, regular meeting, as amended.

THIRD ORDER OF BUSINESS

Audience Comments

A Resident asked what is the current plan for all the mulch paths between the street and the sidewalks? What I saw in the bylaws, it is supposed to be irrigated with sod.

Mr. Evans asked what specific areas?

Mr. Berube stated he is referring to the CDD easement area in front of most houses. What is happening is, there is a large number of people who are converting that from sod to mulch with small green plants. That falls into a gray area as to whether or not we can do anything about it.

Mr. Evans asked is this for individual homes?

Mr. Berube stated yes.

Mr. Evans asked these residents have taken it upon themselves to make this change?

Mr. Berube stated yes, if it interferes with the tree line along the streets, on the interior areas.

The Resident stated it started in the green areas where it was planted, and I understand why they did it, but now it looks like a checkerboard instead of nice, traditional grass. I was curious if there is a ruling on this. I could not see anything except sod and irrigation, which is the responsibility of the home owner.

Mr. Evans stated that is all that I am aware of, the sodding and the tree maintenance, which we have been performing on the trees.

Mr. Haskett stated that is an HOA matter because the home owner is responsible for that area. They are not in the areas that the CDD maintains, and it is being addressed through the HOA. There is a Florida-Friendly landscaping guide available on www.harmonyfl.com, but some people are not following that and have been in violation. The HOA is handling those violations.

FOURTH ORDER OF BUSINESS

Subcontractor Reports

A. Aquatic Plant Maintenance – Bio-Tech Consulting

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

Mr. Golgowski stated several years ago, we stocked all the ponds with grass carp in a very nominal way; we were pretty conservative with it. Over time, some of those carp grew quite large and others disappeared. We might be getting to the point where we want to add more back into the ponds again. They seemed to be getting pretty effective. That is something that is on the horizon that we are looking into to try to minimize costs. I will provide more information on this when it is available.

Mr. Berube stated this contract expires October 1, 2012. I am not advocating that we make a change from Bio-Tech in any way. I think they do a good job. We have discussed this before as part of our planting routine in certain ponds, that we are hoping to reduce the chemical treatments. I know we have gone back and forth on this issue, but I think we ought to ask Bio-Tech, as part of their contract renewal for pricing on both continuation of monthly service and also reducing it to quarterly service. We have been watching these ponds for three years. Despite the treatment, the ponds look like what they look like. Right now, there are a lot of algae blooms, and that goes back and forth. I am not sure we need to be spraying all these chemicals in the ponds. I have talked about this a little with Mr. Steve Boyd regarding pond treatments. The SFWMD permit says that we have to manage the ponds. The ponds are connected to some degree, but rarely are more than three connected through cross-over pipes, and they are really a storage basin. Even if they filled up with weeds, their primary purpose is to catch excess water, and a pond full of weeds will still catch water and allow it to do what it is supposed to do until the pond gets full and overflows the banks to go somewhere else. I am not advocating that we let them get filled up and clogged with weeds or algae. I am raising this point as part of their contract renewal. I think we could try quarterly maintenance to try to save some money and the chemical load and see what happens. If it does not work, then we can go back to what we are doing now. We have that option.

Mr. Evans stated Mr. Larry Medlin addressed this in a previous meeting when we discussed being proactive versus reactive. If we experiment with only quarterly treatments, we may end up taking on a role of reactive.

Mr. Berube stated there is always a risk.

Mr. Evans stated relative to the ponds as far as their function, they are designed for stormwater storage and retention, but we also have to deal with the runoff and dispersing the water. If there are too many weeds in there, they will end up clogging the drains in the outfall systems, so then the whole system does not work properly. Those are the things that need to be taken into consideration. It is something we can discuss during a future workshop that we will discuss setting fairly soon related to the budget process.

B. Landscaping – Luke Brothers

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

Mr. McMillan stated mulching was completed on April 13, and we are pretty sure we are at 100% in looking at everything. I feel good about that. We are doing some other items of unscheduled maintenance, including warranty work. We spent the last two weeks laying turf over at the front side of the dog park, and we will be replacing that shortly. Today, we had our newest addition to the company, Flower Power, who came out here with her crew working with my staff installing flowers on the property and making sure the property is taken care of.

Mr. LeMenager asked are there flowers at the west entrance now?

Mr. McMillan stated yes.

Mr. LeMenager stated I noticed that yesterday when I drove in, and I wondered where they went.

Mr. Berube stated I saw a woman out ripping them out and replacing them.

Mr. LeMenager stated they were nice flowers. Did they need replacing?

Mr. McMillan stated they were under contract. It is one of those things where it is better to be proactive instead of waiting until they start to wilt and die. We did the planting a little late in February for one of the events that was happening, so pursuant to the contract, we went ahead and replaced those.

Mr. Berube stated I would take issue that the mulching is complete. When I look in Town Square, there are a lot of tree rings that are not mulched. I do not know what is happening with the crepe myrtles, either. Some are mulched and some are completely unmulched. There are a number of tree rings that do not look like they were mulched

during this cycle. I spent time with the Relay for Life last week and looked at them, and it does not appear that Town Square has been mulched. Am I missing something?

Mr. McMillan stated for Town Square, there are two different things to be accounted for. As you drive onto the property, we added some flower beds near the crepe myrtles, so they did not have flowers for a couple days. There were some tree rings where the mulch had been ground up due to mower use. We touched those up last week. I left notes for the crew to take care of it, as well as the manager who filled in for me. We walked Town Square to make sure we covered everything.

Mr. Haskett stated Town Square was mulched in November, and there was some deterioration of the mulch.

Mr. Berube stated it is hard to tell when mulching goes on for nearly half the year. Then it becomes a problem. I noticed tree rings for a dozen trees throughout the community that are not mulched. After the beating I gave you last month, I hate to come down too hard, but one thing I noticed in the notes continuously is the comment that you want to stay in keeping with the contract specifications. You just mulched the entire project, and there is not a three-inch breather ring around a single tree or plant in this place. That was part of the old contract, and I noticed that Mr. Haskett kept it in the next contract proposal. I do not see a three-inch breather ring anywhere on all the mulch that went down.

Mr. McMillan stated I discussed that with Mr. Haskett. We looked at a couple specific areas, and as far as breathing area, we made sure that when we went up to the tree itself, we did lighter mulching so that we are not mounding it up to the tree to suffocate it and to prevent disease and other infestations. We made sure to keep a light layer up to the tree.

Mr. Haskett stated I can go back and check them to make sure. There can be some sprinkles of mulch within three inches of the tree to make it look clean.

Mr. Berube stated we discussed this previously and I read the new contract specifications, and it is included again. To me, a three-inch breather ring means three inches of ground showing around the base of any plant or tree. That clearly is not the way it is. It comes down to the details, and I keep reading in Mr. McMillan's notes that he wants to adhere to contract specifications. Then stick with it. The roses at Lakeshore Park around the fountain do not look crisp.

Mr. Haskett stated yes, they are looking weak.

Mr. Walls stated I had those same roses on my list of questions to ask.

C. Dockmaster/Field Manager

i. Maintenance and Field Activities Report

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

Mr. Evans stated we received an invoice from Insight Irrigation that was not included in the agenda package. The monthly field report indicates that they located 20 valves that were covered up.

Mr. Haskett stated that was as of the 15th. They were just out here yesterday again.

Mr. Evans stated this process is identifying a lot of the valves and locations of them that we did not even know were there, or they were covered up.

Mr. Haskett stated that is correct. They have gone from Town Square all the way to the end of Five Oaks Drive at the roundabout by Cat Lake. There were about 34 valves that were covered up and we were unable to find them. It is a great process. Mr. Rick Druckenmiller has been learning a lot about how to find valves. I previewed the mapping system with Insight Irrigation. Now it has all those valves on those three controllers so far, and you can stand there with your iPhone and GPS program, and it will show you where the valve is, so there is no more hunting and looking for them. It can sometimes take an hour or two to find a single valve. This has been really helpful. With the invoice I presented you with, Insight Irrigation is looking for a \$600 draw on the \$6,000 contract for this service, which I think is reasonable. However, the contract did not mention a draw stage; therefore, this is for the Board to consider.

Mr. Evans asked is it your feeling that they have completed more than 10% of their contracted work?

Mr. Haskett stated yes.

Mr. Berube stated Mr. Druckenmiller has an iPhone that could be used in conjunction with this. Do we need to consider some other method that might be easier than an iPhone for accessing this information? If he is looking at a big area on a little iPhone screen, do we need a pad or laptop of some sort?

Mr. Haskett stated I think that is something we can factor into the budget for next year. we will conclude this process sometime in June, so we will be in the budget season

and will have a better understanding of what tools we might need in the field. An iPad would be an optimal tool because you can also run Maxicom from it. As we get farther into the process, I will come back to you with our recommendations of what tools might be needed to be more efficient.

Mr. Berube stated that would put us on the track for bringing Maxicom in-house, as well.

Mr. Haskett stated eventually, yes it will.

Mr. Qualls stated the contract does indicate that the contractor will be paid upon completion of the entire project. You can certainly pay him sooner if you choose, but that is the language in the contract.

Mr. Evans stated we can discuss that further when we consider the other invoices.

ii. Buck Lake Boat Use Report

Mr. Haskett 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. Berube stated Mr. Thomas Belieff and I talked a couple times this month about some questions he had about the boat and aluminum rails for the side. I told him to get it done right because it is important.

Mr. Haskett stated that is correct.

Mr. LeMenager asked is the bass boat out of commission?

Mr. Haskett stated no, it is back in the water. It was out of service for a while.

Mr. LeMenager stated there was no use for it, and I thought it was a fairly popular boat.

Mr. Haskett stated it is. We made some repairs to it.

Mr. LeMenager stated I noticed someone used the sailboat.

FIFTH ORDER OF BUSINESS

Developer's Report

i. Fencing at Lakeshore Park

Mr. Haskett stated I received a request for chain-link fences to be removed around the playground equipment at Lakeshore Park. It is getting a little dilapidated and kids are constantly jumping over it to retrieve a soccer ball. I would ask the Board to consider allowing us to remove the chain-link fence. It is far enough away from the road that we do not think it will create a hazard since kids are playing on the outside of the fence currently. If you approve the removal of the fence, we are also considering reusing the fence at the far end of Lakeshore Park for a possible small dog park. That would serve

some of the Green neighborhood residents as well as Cypress, Drake and the Estates. We would be making good use of the materials on hand.

Mr. LeMenager asked what do parents of young children think about this? The fence is not to keep people out; it is to keep toddlers in.

Mr. Berube stated I raised this issue with Mr. Haskett, and perhaps others did, also. The fence is getting pretty decrepit, as is the one at the dog park around that playground. It is pretty bad. The gate is somewhat of a hazard as well. It does not swing open all the way, and it has a fold-down latch on it. We are over there pretty frequently with my granddaughter, and little kids are not careful about these things. I cannot imagine any parent being concerned about kids getting out. Part of the proposal that I offered to Mr. Haskett was to remove the fence but continue with the landscaping that is there to delineate the park area. About half is already covered with ligustrums. If the fence is removed, I think we should continue with that kind of plant material since it will tend to keep kids in. It will probably work as well as the fence does, and it will spruce up the area. That was my thought. If we keep the fence, then we will need to spend some money on refurbishing it since it is pretty beat up. We will need to redo the gate. We do not allow fences anywhere in the community in people's yards, but yet the CDD installs chain-link fences and we say it is acceptable for us. There needs to be a fence for the dog park. To Mr. Haskett's proposal for another dog park, if we want to do that, then we should make it nice like the vinyl fence that we have in the other park. I would hate to see us remove the chain-link fence at the playground and put it up in another spot. The dog park idea is admirable, but let us be classy about it.

Mr. LeMenager stated part of the purpose of Dog Trot Trail was for people to take their dogs on it to easily get to the dog parks.

Mr. Tome stated the offer of putting the fence back up for a dog park was to try to recycle the material.

Mr. LeMenager stated keep it in storage, because I am sure we can use the materials for the current dog parks as needed.

Mr. Berube asked are we all in agreement to remove the fence?

Mr. LeMenager stated it does not matter to me, but I do not have children.

Mr. Walls stated I think it is a fine idea.

Mr. Berube stated I think it looks lousy. Do we want to do both?

Mr. Walls stated I think the dog park will get use in this area. We cannot put it up in the state it is in now but if it can be refurbished to an extent, that would be fine.

Mr. Berube stated I was just thinking about the precedent we have already set with putting up chain-link fences at the dog parks.

On MOTION by Mr. Berube, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to remove the chain-link fences at the two playgrounds outside the dog park and at Lakeshore Park, and to authorize staff to fill in the areas with the continuation of landscaping.

ii. Park Enhancements in the Green Neighborhood

Mr. Evans stated last month, you discussed some park enhancements in the Green neighborhood and were going to submit a proposal whereby the District would engage this work and the developer will contribute to allow the District to move forward with this work. What is the status of that?

Mr. Tome stated I have talked with Mr. Qualls about this issue, and it is on hold for now, waiting until we can piggyback another proposal that is being done by another municipality. There will always continue to be opportunities for that, but we were trying to work out some things about the size we wanted to do or should do. We are not ready today to present anything, but Mr. Qualls is working with us and we think we have a good plan and clear direction legally to make this happen.

Mr. Qualls stated that is correct. I have done research on this issue. The District does have express authority to accept gifts. The District has the express authority to maintain, construct and improve parks. What I want to be certain of moving forward is that the section in Chapter 189, Florida Statutes, talking about piggybacking provides that we can do so as long as the specifications in the RFP for the proposal would meet the District's specifications for an RFP. We just need to make sure everything is in order, but it is my opinion that Florida Law gives this District the authority to accept a gift from the developer and for the District to then go out and build a playground.

Mr. LeMenager asked am I hearing that the developer is proposing over \$195,000 worth of improvements?

Mr. Tome stated no.

Mr. LeMenager stated then I do not see where we need an RFP.

Mr. Berube stated we want to piggyback with another State contract.

Mr. Qualls stated it is where another government goes out to bid. Rather than having to go through that RFP process, you simply piggyback on top of theirs and get the same rates that government obtains in order to procure the playground equipment.

Mr. Berube stated hopefully the other government did their homework and received a good price.

Mr. Moyer stated it is fairly typical for smaller governments to try to do that with larger governments.

SIXTH ORDER OF BUSINESS

Discussion of the Landscaping RFP and Scheduling a Workshop

Mr. Evans stated I appreciate the staff from Luke Brothers being here at tonight's meeting. The reason we are considering an RFP is due to a lot of concerns that we have had with the landscaping over a period of time and the consistent questions relative to quality, performance, and the like. That has brought the Board to a point where we are considering sending out an RFP to rebid this contract. This can be either a good thing or a bad thing for Luke Brothers. First, we are trying to tighten up the bickering, so we are incorporating all of our ideas and presumed levels of quality into writing what our expectations are. I think we have a very good basis for an RFP, and it may be that we offer Luke Brothers a contract renewal, or it may be that we have to go in a different direction. Because it has been the number-one hot topic of discussion of our meetings, I think we are going to head in the direction of working on an RFP. I believe the other Board members feel the same way, that we have not achieved the progress that we would have liked to have achieved. I am not getting into a finger-pointing contest, but we have not gotten to where we really want to be. I do not know if it is communication or pricing or what the issues are. We are trying not to micromanage Luke Brothers, but we are also trying to provide you with as much observation, insight and comments as we possibly can. It is borderline at times. Before we review the RFP with our comments, I would like to give Luke Brothers an opportunity to address the Board relative to your ongoing service.

Mr. Lucadano stated I appreciate the time and opportunity to do that. I feel terrible that I was not able to attend your previous meeting because I was having constructive knee surgery at the time of the meeting and did not get an update until later that evening. Please forgive me for missing that meeting. I felt responsible, too, because certain issues

of frustration for the Board had come to a head and they are extremely justified. I appreciate the fact that you gave our company a lot of time and exposure to what your issues and concerns are at that meeting. I did not come to give you a speech other than to be the honest, straight-forward businessman that I am. While I feel like we have made progress in the past with some of the things that we experienced previously and have gotten somewhat up to speed with the program, what the Board discussed the last meeting is not acceptable to any of us. I could not agree more with the comments, the frustrations, and the issues. We had to make some more changes with respect to the way we oversee this program and the way that we perform. Obviously, a lot of progress has been made since the last meeting, but fire drills do not do anyone any good. It is not good business and it is certainly not what you are paying for. You are paying for consistency. As we get ready to go through another growing season, I am very comfortable with the decision being completely in your hands. We have extended some incentives for you to consider for renewal, and those incentives and considerations are completely in your hands. It is our job to make sure we do the job right going through the growing season. I can tell you that we have made a lot of little tweak changes internally, but at the end of the day, what you want to see are the results. You want to see the job get done and Mr. Haskett not have to micromanage. It is our commitment to make sure that we have changed systems and procedures out here so that we get to a much better place that when you assess our performance on a monthly basis, it is a small list of items versus overall general concerns of non-performance.

Mr. LeMenager stated this document represents the RFP from last time, and I do not think what we did last time worked very well. I put together a concept of what I have in mind. If we are going to do it, then we should discuss what it is we want to accomplish. My concept, which I will distribute, basically involves breaking this down into smaller pieces. This document still had irrigation in it, so I was not sure why we received it because we removed that component.

Mr. Moyer stated you are correct; it is the document we used last time.

Mr. Berube stated there are details that changed, and there is a newer one dated April 2012. It looks the same, but some of the details have changed.

Mr. LeMenager stated what I listed on the left column are the various functions that we are talking about: turf care, sports turf, flowers, shrubs and ground cover, trees over

and under 10 feet, irrigation and litter removal. I highlighted where we are today. Basically our contract with Luke Brothers takes care of the first five items on the list. Trees under 10 feet are done on an as-needed basis, and we now take care of the irrigation system and litter removal. In thinking about how all this works and discussions we have had in planning for the future in where we want to go, and also taking into account the \$195,000 threshold, it struck me that perhaps we ought to think about breaking this up into smaller pieces. I remember one comment Mr. Moyer made at least a year ago when we discussed removing certain functions, like irrigation or litter removal, that it might actually attract more bidders to just want to mow the turf, people who are not interested in the entire management of a project. Our comments recently about flower beds, the fact that to prepare for the big festival, they went and got an outside firm to do that work. Perhaps we need a specialist outside firm. I am thinking in terms of how we want to structure this. I actually see this going forward as potentially four or five separate contracts, as opposed to one. Only one will need an RFP, turf care, since it is the only one that is over \$195,000. The current budget for turf care is \$283,000. That is the only one where we actually need to do an RFP. The others are smaller, and while we will still follow our procedures, they are not as onerous.

Mr. Berube stated I have mentioned before with the expansion of CDD employee responsibilities, we should consider hiring one or two more staff members to perform the tree trimming services and handle the mulch, which are broken out on Mr. LeMenager's list. We already have someone on staff with nursery experience, Mr. Belieff. I think he could use more to do, and planting annuals could fall under his purview. He is breaking this out and potentially making it able to be brought under our umbrella, should we decide to go that way.

Mr. LeMenager stated that could be done easily, as opposed to what we did before, which is negotiating a much larger contract to try to remove a couple pieces. To the extent we have four or five contracts, it is pretty easy for this Board to say that we are at a point in our development where this is something we want to bring in-house.

Mr. Berube stated we have already demonstrated that we can do that.

Mr. Walls stated Mr. LeMenager's proposal has a lot of logic behind it. What scares me is that a lot of these are interconnected systems. It is not like there is a border between the turf and the flower beds. They are all connected. To me, I want to have one person or

one company that I go to and tell them I want it all to look good, this is how we want you to do it, go forth and do it. When you start talking about four, five or six different companies doing these types of things, that is managing four, five or six companies. That means having to meet with that many companies. I understand the logic behind it, but the concept behind making it work would be very difficult. I am of a mind to go with what we have now. The only thing I would entertain in breaking some of this out is if we did it in-house and we could be certain that we have the manpower and the expertise to do these things.

Mr. LeMenager stated my concept for the sports turf is to contract with the golf course. Why do we need someone else to do our sports turf when the golf course is right here? Point of fact, the golf course came to the rescue once on the sports turf.

Mr. Berube stated we discussed turning the whole thing over to the golf course at one point, and there was any number of reasons for that.

Mr. LeMenager stated that is clearly one of the things that they maintain, if they are interested.

Mr. Berube stated I like the concept, but I think we almost get back there with what we have now. My concern is that we have limited time between now and October. I am sure Mr. Lucadano would extend his contract if needed, which he has done for us a number of times before.

Mr. LeMenager stated we should not rush, but we should get it done right.

Mr. Berube stated I am not suggesting we rush. If we break everything out this way, then we cannot make any comparisons on what we are really getting. I think the RFP breaks most of these things out already because we ask for pricing for each line item. That would give us a true comparison to the current contract, line item by line item.

Mr. LeMenager asked do we want to give people the ability to contract for only part of the job? Do we only want one big company? Can we not achieve better results by getting specialists in? The trees are one thing that stand out.

Mr. Berube stated they are hanging down now.

Mr. LeMenager stated we have a strange system where we have them trimmed above 10 feet and below 10 feet. In terms of the investment made by the CDD in infrastructure, we spent a small fortune on trees. I think that is one thing that Celebration still spends a

lot of money on in their CDD, taking care of all the trees and having specialists who just take care of the trees.

Mr. Berube stated if we run the RFP as it is, I have to think that any contractor who bids on it and reads this may think that they will be awarded all or part of this contract, maybe not all of it. We are not giving them this package and asking for just one flat fee. We are asking for prices line by line, so if we want to separate some of it out, I do not see any reason why we cannot do that.

Mr. LeMenager asked can we do that?

Mr. Qualls stated I believe so.

Mr. Moyer stated yes, you can if you write the specifications that way and put them on notice that you have the right to do that.

Mr. Berube stated this may be all or nothing, or it may be pieces.

Mr. LeMenager stated I would like to encourage smaller firms to bid on part of it. Can we get a specialist tree company to take care of the trees in total for a nice price? We have a plan in place of maintaining trees on a bi-annual basis.

Mr. Berube stated that goes to the expansion of the CDD if we want to do it that way, because we will burden Mr. Haskett with getting proposals from various tree companies. How much can we fairly ask him to do in regard to this?

Mr. LeMenager stated I do not see why that cannot be part of this process. Let us hear from the developer with respect to their thoughts?

Mr. Tome stated one thing you also have to consider in this process is the compound area related to dumpsters, fuel, trucks, pesticides, equipment, and those kinds of things. If you start inviting three and four different companies, you will need three and four times the area in regard to specific spaces they can use.

Mr. LeMenager stated that would not be the case with respect to tree care because they would come a couple times a year. They will not be here all the time.

Mr. Tome stated that might be true for tree care, but you are referring to the massive canopy tree care that is done every two years. There is ongoing tree care that happens all the time, or should be happening all the time, to maintain the trees 10 feet and under. They are trimming constantly and dumpsters are getting filled up and taken out of here, so that will happen with trees, turf and everything else. When the annuals get pulled, they need to go somewhere. Just thinking about personnel and management time, you also

need to consider the logistics of where these companies will go and how they stage, as well as the economics of benefit you get when you have one or two companies versus four or five. A 20-yard dumpster costs so much to keep and pull. It may be that the District would rent the dumpster in the case of multiple companies, so there may be other things to consider. I think you need to think about those as well.

Mr. Haskett stated time wise, I would be busier overseeing four or five different companies. Before we did this RFP, we had multiple contracts with companies in 2008, and that is why we combined it all into one RFP. We had multiple companies with multiple employees with multiple overheads and insurances. We saved money by having it all under one contract that was itemized, which also worked to our benefit when we removed irrigation and litter control. It might be beneficial to have one company and as you move forward, if you are not satisfied with that one specific service, we can pull that out of the contract. At that point, we can get proposals for that one service that would not require an RFP as long as it was not the turf portion. I personally prefer one bulk contract with one company. It is much more manageable.

Mr. Berube stated Mr. Lucadano has been through our RFP process before and filled out this bid form. From your perspective, you have seen the level of detail in it. If this came to you as an all-inclusive or piecemeal contract, is there potentially a savings and would you price that differently? If you were awarded the entire work, I imagine you would price it one way, whereas if you were to price them all individually, the prices will probably be higher for the individual items.

Mr. Lucadano stated that is correct. As Mr. Moyer specified, there are occasions where large contracts will do that, so large companies, including ours, will then shift to a different level of pricing. What you do is run worst-case scenarios and bid it on each individual service. If we have to bring our trucks in just to trim trees or plant flowers, it is a completely different pricing schedule than we currently have where we can set up and stage and have workers report directly to the site. When you are working with all the green space, it allows you to do things that are much more affordable.

Mr. Berube stated if we made it clear that you may only get turf care and nothing else, your price for turf care may increase.

Mr. Lucadano stated that is correct, it will definitely increase.

Mr. Berube stated we may save some money on individual services for smaller pieces, but we may also pay more for turf care, presuming other companies think along these same lines.

Mr. Evans stated they will have to take that approach. We are forcing them to piecemeal this, which is like buying a car in parts.

Mr. Berube stated that is true; it gets much more expensive.

Mr. Walls stated we still have to pay their overhead.

Mr. Berube stated I like the ability of separating it out, and I think we are maintaining that. I think we are at the point where we do not have time to adjust bringing some of these work efforts in-house. I am not sure we are at the point where we can do that.

Mr. LeMenager stated I do not see that there is a big time constraint. I was an opponent of going through this process, but if we are going to do it, then let us not just do a carbon copy of what we did last time.

Mr. Evans stated there are a lot of comments that we need to incorporate. A lot of this was a formal RFP that we spent an enormous amount of time preparing. I have a number of comments, as well. I would like to review the scope of services, page by page.

Mr. Berube stated irrigation and litter removal are still included in this.

Mr. LeMenager asked why are they included?

Mr. Evans stated it talks about irrigation, and there is a component part relative to irrigation that is their responsibility.

Mr. Berube asked is that part of the pricing component?

Mr. Qualls stated no.

Mr. Walls stated it addresses that we perform the maintenance, but if they break something, they pay for it.

Mr. Berube stated page 2, operation procedures and staffing levels, I want to know how many employees will be assigned here five days a week, 40 hours a week, 52 weeks a year.

Mr. Walls stated I was going to suggest something for section 2.2.4 since we talk about requiring a project manager and then an onsite field supervisor. Because of the discussions we have had, I think we need to make it clear that the staffing levels need to be adequate to complete the job, whatever that language might be. I do not think we need

to set the numbers here. I think we should go ahead and make it clear since we have had that discussion so many times.

Mr. Evans stated I agree with Mr. Walls. I think we can get into micromanaging too much by saying they need x number of people here y number of days. We are really not talking about performance at that point; we are talking about the number of bodies. We want to establish a level of quality for our expectations of what we expect. I do not care if there are 5 or 50 people here; it should be whatever it takes to reach that goal. You may have trainees out here or more efficient employees who can get the job done faster. You may have specialists for certain parts of the scope. It can fluctuate greatly. We have discussed that a lot, how many people were here and when, if they were here for the whole day and what day. That is a tough thing to tie down. I have been a general contractor for almost 30 years. I never know how many people are going to show up on my crews. I may have a roofing crew that shows up with three guys or 10 guys. It is a matter of how many people and the quality of those people who showed up that gets the job done. I agree with Mr. Walls that I would rather tighten up on what our expectations are and have a contact person. That is great if we have a field superintendent, but that is something we need to define.

Mr. Berube asked for personnel, will the contractor assign a current employee or will they hire someone new? If they are hiring someone new, not only do they have to learn Harmony but they also have to learn the practices for the company that just hired them. We have been through the learning curve experience before. If it is a current employee, how far away does he live or will he be based locally?

Mr. Evans stated it states that he has to be on call 24/7, so there have to be reasonable response times.

Mr. Walls stated it even goes so far as to state what the response times should be in the number of hours.

Mr. Evans asked is there a change we want to make to section 2.2? It is defined that they have a project manager who is knowledgeable, and my interpretation is that they will not be here onsite full time. It also defines a full-time onsite field supervisor, who will be here full time. That will be someone who is supervising the crews and be our main contact for daily activities. Mr. Walls raises a good point that staffing shall be sufficient to adequately satisfy the conditions of this contract. Is that acceptable?

Mr. Berube stated yes.

Mr. Evans stated I will leave it to staff to include that language, as appropriate, probably in section 2.2.4, as Mr. Walls suggested. Section 2.2.6 says that the District shall not provide a facility on the project site. What is intended by “facility?” Is that a working space?

Mr. Walls stated I took it to mean a storage area.

Mr. Haskett stated that is the intent.

Mr. Evans stated it goes on to say that we will provide a place for their storage, as designated from time to time. I do not understand what the “facility” is, if it is office space or what it is. I would like that better defined. We are providing them with storage space that is fenced in and they can store their materials. We addressed that, but I did not know what the other types of facilities are that we are not providing.

Mr. Walls stated it is not permanent because it is not our land.

Mr. Qualls stated it is unclear what is meant, so we need to clarify that. The way I understood it was that the District would not construct a building in which to store all of the equipment but that the contractor can store things here temporarily with permission.

Mr. Evans stated I suggest it be worded that the District will not provide a storage facility. Section 2.8, “consultants” should be capitalized as a defined term on pages 4 and 5. Section 2.9.1, I would like it expanded on what we are referring to as these documents received for document control. Are they referring to the consultant? Or is it by said contractor? I do not know to whom it applies.

Mr. Walls stated it would seem it refers to documents they receive from the District, is how I read it.

Mr. Qualls stated it contemplates documents issued by the contractor.

Mr. Berube stated I think it says if the contractor receives documents from us, he needs to keep them, and if he gives documents to us, he also has to keep a copy of those. In other words, all documents have to be kept.

Mr. Qualls asked is this section necessary? How will we enforce it, with a quarterly document check?

Mr. Berube stated it refers to a log. I do not know what the data is that we are requiring.

Mr. Walls stated that is what I am wondering. It goes on to refer to data.

Mr. Evans stated I do not know what data we are requiring.

Mr. Berube stated it could include emails.

Mr. Evans stated if it is not something that we need, then let us not include it just to complicate matters.

Mr. Qualls stated I agree.

Mr. Evans stated we simply submit comments and he will provide us with a log and monthly reports. The only data that I can even think of is related to Insight Irrigation and irrigation issues, but that will come in their reports. I do not see an exchange of proprietary information.

Mr. Haskett stated the documents that I keep from Luke Brothers include information on the product applications and MSDS sheets. That is also included in another section.

Mr. Evans asked do we need this section on document control?

Mr. Haskett stated I do not think so.

Mr. Evans stated let us delete it.

Mr. Berube stated sections 2.10 and 2.11 could also be deleted since they are related to 2.9.

Mr. LeMenager stated ownership of data should stay.

Mr. Evans stated we need to figure out the data.

Mr. LeMenager stated to the extent it is logs of what is happening, if we ever change contractors in the future, we will want to make sure we have the right to have that information.

Mr. Evans stated we have their monthly and weekly reports already in hand.

Mr. Walls stated other sections require that they give us certain data.

Mr. LeMenager stated there is nothing wrong in clarifying that we own it and to make that simple statement.

Mr. Evans stated section 2.12, the third line says “throughout the entire landscape.”

Mr. Berube stated maybe they meant to say “entire property.”

Mr. Evans asked is it the entire landscaped area, the defined work area, the scope of services?

Mr. Haskett stated it might be better to say “throughout the entire property” or “District property.”

Mr. Walls stated there are different words used. Some places uses “community.”

Mr. Berube stated it should probably say “service area.” If we do the whole property, that encompasses a lot of area.

Mr. Qualls stated I will use “service area” and make it a global change.

Mr. LeMenager stated it is everything designated on the map as orange.

Mr. Evans stated page 7 under section 2.15, it reads “and/or overwatering or insufficient watering from the irrigation system as directed by the District Manager.” If you go to section 4.5.1, it talks that they are not responsible for overwatering or underwatering because the District has taken on that responsibility. Yet here it still says they are responsible for it, so that needs to be deleted.

Mr. Walls stated the first sentence on page 7 also uses the phrase “entire project.”

Mr. Qualls stated that will be part of the global change to “service area.”

Mr. Walls stated the first sentence in the last paragraph on page 7 says “Coordination of the construction, operation and general maintenance at Harmony is considered one of the many critical activities of the Contractor.” Is that accurate?

Mr. Berube stated no. It is correct for operation and general maintenance, but I do not think construction is accurate. The landscapers are not going to be building anything.

Mr. Evans stated I saw some other areas that had to do with painting and pressure washing, and things of that nature, also. The third paragraph under Coordination references “Harmony Board of Supervisors” and that should be “Harmony CDD Board of Supervisors.” I agree with Mr. Walls that the last paragraph is not correct referencing construction.

Mr. Berube stated we can just delete “construction” and have it refer to operation and general maintenance.

Mr. Evans stated or it can say “The fulfillment of these contractual obligations.”

Mr. Walls stated I do not think we need to specify those things.

Mr. Evans stated so we can delete the first part of that sentence, and it can read “Consideration of the performance of the contractual obligations is considered one of the many critical activities of the Contractor.”

Mr. Haskett stated the purpose of that paragraph was to say what the District does, which it coordinates all those things. It was not really intended to say the landscape contractor would be doing all those things.

Mr. Berube stated it does say “one of the many critical activities.”

Mr. Walls asked do we need all that language?

Mr. Evans stated probably not.

Mr. Walls stated we could just simply list the parties that they might be working with.

Mr. Berube stated this came out of the old RFP that we prepared.

Mr. Moyer stated this scope came primarily from Celebration, where they do have contracts for construction. It surprised me that it was retained in the Harmony scope.

Mr. Walls stated the second paragraph on page 8 under Scheduled Operations and Maintenance refers to irrigation and litter removal.

Mr. Evans stated the only reason I did not comment on the irrigation is because they do have responsibilities for irrigation. If they break something, they have a responsibility to repair it.

Mr. Berube stated they are also to pick up the litter before they mow the grass.

Mr. Walls stated on page 10, I believe 4.1.4(a) conflicts with 4.1.6 related to pest control.

Mr. Evans stated 4.1.4 talks about a preventive program for disease and insect control, and 4.1.6 talks about pest control.

Mr. Qualls stated it seems that there is a discrepancy in the number of applications. Is it supposed to be two or four?

Mr. Evans stated they are different kinds of turf.

Mr. Berube stated on 4.1.4(a), insect and disease sprays are listed first. Section 4.1.6(a) indicates four applications for pest control or insect control. The difference is, insect and disease control are in 4.1.4(a), and in 4.1.6(a), it is just insect control. I think if we remove "insect" in 4.1.4(a) to read "A preventative program shall provide two (2) disease sprays and two (2) herbicide treatments." That eliminates the conflict and says they provide four pest applications.

Mr. LeMenager asked why do we have both 4.1.4(a) and 4.1.6(a)?

Mr. Berube stated disease and insect control are different from pest control, I guess.

Mr. Evans stated under the title for 4.1.4, we will delete "and Insect" so it will be simply "Disease Control."

Mr. Berube stated in the next sentence, delete "insects and" and in 4.1.4(a), delete "insect and."

Mr. Walls asked do we need to define disease?

Mr. Jack Vital stated I have been sitting here listening for 30 minutes while you are reviewing a contract. I wanted to make one comment that will take two minutes, and I must have missed agenda item three, although I was here. I do not want to interrupt your thought, but how much longer are you going to be drafting this contract?

Mr. Evans stated we are drafting an RFP, and we are about halfway through it. I will allow you the privilege of asking your question.

Mr. Vital stated on the small dog park, there is a hole near the shelter about the size of a baseball that is deep. It is not in the grass; it is on the brick. It is an easy job to fill it in. We try to keep the water pan on top of it. This may seem like a silly request, but some dog is going to break a leg as they are running.

Mr. Berube stated I see Mr. Haskett making appropriate notes to take care of this item.

Mr. Evans stated for future reference, audience comments is one of the first things on our agenda. That is the time that we normally allow the residents to speak. We are trying to avoid someone sitting through this whole long meeting because we want to hear your comments early.

Mr. Vital stated I was here and waiting out front for someone to tell me where the meeting was being held. They were running around trying to find out where the meeting was, and apparently I arrived in this room just as you were finishing that item.

Mr. LeMenager stated also for future reference, go to the CDD's website. There is a page where you can report problems with the District office. We receive a log of all calls and emails from residents on a monthly basis. Then it can be addressed very quickly and you do not have to wait for one of these meetings to raise an issue like that.

Mr. Berube stated we appreciate your question.

Mr. Vital asked what is going on the other side of the roadway that is being constructed? Is it commercial?

Mr. Tome stated years ago, the golf course built a maintenance facility building, and it is now a big green building that is on the back nine that used to be in that area. Many years ago, it used to be where the farm loading and unloading area was. There is a little clean up that we are doing from when the facility was there. It is not retail or commercial, just cleaning up some dirt.

Mr. Evans stated back to the scope on 4.1.5. Is this in keeping with what we are doing?

Mr. Haskett stated yes.

Mr. Walls stated on 4.1.5(b), I think we should add some language that says the Contractor will coordinate with the District to align the application dates with the irrigation schedule. We will need to water in when they fertilize.

Mr. Berube stated notification needs to be made to the District Manager.

Mr. Qualls asked how about “The Contractor will coordinate with the District Manager regarding application schedules?”

Mr. Berube stated yes. Do we state it strongly enough that they need to keep fertilizer out of the streets?

Mr. Evans stated no.

Mr. Haskett stated that is why I added under field supervisor the part that they shall be Green Industries Best Management Practices certified. If you are certified, then you know you need to keep it out of the streets, which is part of the requirements; otherwise, you lose your license.

Mr. Walls asked will that be a requirement for everyone?

Mr. Haskett stated everyone who applies fertilizer has to have a license.

Mr. Berube stated that makes sense.

Mr. LeMenager stated I would like to move 4.1.8 out of turf care and into 4.3, shrubs and groundcover. It is completely illogical where it is now.

Mr. Evans stated it says “Contractor shall be responsible for the installation of 1,600 annuals per four (4) rotations a year.” Is that a total of 1,600 per year, or 1,600 per rotation?

Mr. Berube stated it is 1,600 per rotation, so we will have 6,400 annuals in a 12-month period.

Mr. Evans stated I would like to make that clear.

Mr. Qualls stated it is basically 1,600 annuals per quarter.

Mr. Berube stated yes.

Mr. Walls stated on 4.1.5(h) on page 11, I wanted to add “consecutive” after “ten” so that it reads “ten (10) consecutive working days.” “Community” will also be replaced with “service area.”

Mr. Berube stated I agree; we need to make sure that fertilization does not take more than 10 consecutive working days.

Mr. LeMenager stated I still wish we would consider asking the golf course to maintain the sports turf. It is not a big job.

Mr. Berube stated we did that once before and there was a reason they could not.

Mr. Walls asked on 4.2.3, should (c) precede (a) or (b), the frequency of application? That is really the base of this item.

Mr. Evans stated it talks first that they will apply it on an as-needed basis.

Mr. Walls stated I presume that is for preventative measures.

Mr. Berube asked what does (b) mean?

Mr. Evans asked is (c) not less than two applications? Is it supposed to mean that the Contractor shall apply herbicides on an as-needed basis, but not less than twice a year in February and May?

Mr. Haskett stated that is correct. February and May are the optimum times for Celebration Bermuda.

Mr. Walls asked is that preventative?

Mr. Haskett stated yes.

Mr. Qualls asked it should read "The custom brand of fertilizer shall be applied to shrubs and landscape?"

Mr. Haskett stated no, this is a herbicide.

Mr. Berube stated we are on 4.2.3 on page 14. The whole (a), (b), (c), (d) thing does not seem to fit.

Mr. Walls stated I agree; it does not flow logically.

Mr. Berube stated we talk about applying the herbicides, then we talk about the resistance to herbicides between Celebration and Bermuda, then we go to the frequency of application, then back to the District Manager recommends using Ronstar. Something is out of sequence. Is there a reason we need to explain that Celebration exhibits resistance to herbicides as does 419 Bermuda? Should a professional landscaper already know that, especially one with Florida Green Industries Best Management Practices?

Mr. Haskett stated you would think so. We obtained this information from the Celebration Bermuda grower.

Mr. Berube asked do we have Celebration turf here?

Mr. Haskett stated yes. The sports turf is the variety Celebration Bermuda.

Mr. Walls stated the question is, do we tell them to do it twice a year or only on an as-needed basis.

Mr. Qualls stated I think I made that consistent by changing it to read “not less than two times a year” and then for frequency, “at least two times a year.” in other words, you want to leave room if you want more applications.

Mr. Evans stated yes.

Mr. Walls stated they should do it when it needs it.

Mr. LeMenager stated it should be at least two times a year, in February and May.

Mr. Berube stated this is general herbiciding for green grass areas, not specific applications for tree rings and plant beds. That is addressed separately.

Mr. LeMenager stated this is just for sports turf, nothing else.

Mr. Walls stated 4.2.5(b) should include the same language as before, where the fertilizing should be coordinated with the District’s watering schedule.

Mr. Qualls asked do you want to put the fertilizing right before the watering?

Mr. Berube stated yes.

Mr. Qualls stated I will make that clear as part of the coordination that fertilization takes place right before watering or language to that effect.

Mr. Berube stated 4.2.4 says the Contractor shall apply fungicides on an as-needed basis. Do we want to specify the frequency? Is there a schedule for fungicides?

Mr. Haskett stated no.

Mr. Berube asked it is applied in response to a problem?

Mr. Haskett stated yes.

Mr. Walls stated 4.2.5(h) should read “ten (10) consecutive working days.”

Mr. Evans stated 4.3.3(a), “plans” should be corrected to “plants.”

Mr. Berube stated 4.3.2(a) says weeding is done by hand pulling or chemical means. What is your preference for removal of weeds in beds? This is the time to emphasize your preference. I prefer hand pulling.

Mr. Haskett stated depending on how big the weed is, hand pulling can actually promote more weed growth. When you pull the weed with the big root ball on it, it can disperse dirt and weed seeds. Sometimes it is better to apply a post-emergent herbicide on it, such as Round Up. I prefer to keep both methods.

Mr. Berube stated 4.3.4 refers to pest and disease control. We had a discussion earlier on insect and disease control, and there was a different application for both. In 4.3.4, we have an application of disease control for the same six applications.

Mr. Qualls stated I can strike “disease” from this section since this section relates to pest control and the one prior was for disease control.

Mr. Walls stated I think this one is fine because it references shrubs and groundcover.

Mr. Berube stated 4.3.5(a) says “Pine nugget bark mulch shall be installed one time a year between November and January.” Are the dates November 1 to January 1, or November 30 to January 31?

Mr. Haskett stated November 1 and January 31.

Mr. Walls asked what is the benefit of the three-inch base clearing?

Mr. Haskett stated you want to keep it away from the base of the tree. You never want to plant a tree deeper than it has been growing because when mulch decomposes, it can create moisture at the base of the tree, leading to disease and insect infestations.

Mr. Walls stated I have never heard of anyone doing it.

Mr. Evans stated when plants are installed, they will leave them about an inch high, not flush with the ground.

Mr. LeMenager asked why do we create rings around trees and mulch up to the edge? Why do we not just let the grass grow? I can see that maybe on the streets, but what about the parks? Why not let the grass grow up to the edge?

Mr. Berube it retains moisture.

Mr. Evans stated the grass also absorbs a lot of nutrients.

Mr. Haskett stated our main concern is mowing so that they do not get too close to the tree with the mower.

Mr. Evans stated grass roots are much higher than tree roots, and the grass will absorb a lot of the nutrients before it ever gets to the tree roots.

Mr. Berube stated 4.3.5(d) addresses the playground area. Are we talking about the actual areas underneath the swings?

Mr. Haskett stated yes.

Mr. Berube asked is this an addition to our current contract?

Mr. Haskett stated yes, it is an addition. In the past, we had experienced some unexpected expenses for playground mulch because it deteriorates over time and we have

to keep a 12-inch cushion of mulch there. I wanted to incorporate it into the new contract so that they are responsible for it. Six inches of mulch each year should be sufficient for that.

Mr. Berube stated to be clear, the way I read it, they have to add six inches of mulch to whatever is already there.

Mr. Haskett stated that is correct.

Mr. Berube stated in theory, they are going to need to rake it all level first.

Mr. Haskett stated so they can keep it maintained instead of the District doing that.

Mr. Berube stated there are holes that are two feet deep.

Mr. Haskett stated that is correct.

Mr. Berube asked do we want to clarify the ten-foot rules on trees? Mr. LeMenager mentioned it with his proposal.

Mr. Evans stated they are really two totally different activities.

Mr. Berube stated I understand.

Mr. Evans stated maintenance 10 feet and below is really for clearance and suckers and things of that nature. Above the 10 feet, you are really getting into the crown of the tree, with the exception of the magnolias. It is two different elements.

Mr. Berube stated I agree. To be clear, 4.4.1(c) means that all trees should be clear from the ground up to 10 feet. From the base of the tree to the lowest hanging branch should be nothing but the trunk of the tree up to 10 feet.

Mr. Walls stated I do not know if it means that. You can have branches lower than 10 feet, as long as they do not hit someone in the head.

Mr. LeMenager stated not on all our street trees. You should not actually see your first branches, when they are healthy, until 12 or 14 feet up, which is where the first branches will start.

Mr. Berube stated that is what I am saying: our minimum standard is up to 10 feet.

Mr. Evans stated I think you also have to factor in the maturity of the tree. We are planting it at three-inch or four-inch D.V.H.O., so they will not have a 10-foot clearance.

Mr. Haskett stated I do not know if we need further clarification on that because landscape companies recognize the branching of trees and the height of the limbs.

Mr. Berube stated Mr. LeMenager mentioned it earlier that we should have clear space from the ground up to ten feet on established trees.

Mr. Haskett stated I would prefer to describe them as canopy trees rather than just a tree. Canopy trees include sycamores, live oaks, laurel oaks, and so forth that provide a canopy, whereas a magnolia or a crepe myrtle is not considered a canopy tree.

Mr. Berube stated 4.4.1(c) should refer to canopy trees.

Mr. Walls stated when you say the tree is ten feet or less in height, you do not mean the overall height of the tree.

Mr. Haskett stated that is correct.

Mr. Walls stated that needs to be clarified. When you read that section, it reads for a tree that is 10 feet in height.

Mr. LeMenager stated you are correct, it needs to be clarified because it has always read that way.

Mr. Berube stated that means trees over 10 feet tall do not get trimmed.

Mr. Qualls asked should it be tree limbs instead of trees?

Mr. LeMenager stated no.

Mr. Berube stated 4.4.1(c) should read “Canopy tree pruning is limited to the limbing of trees” and then we need to clarify further. It is clear space that we are after.

Mr. Qualls stated it is not based on the overall height of the tree.

Mr. Moyer stated that is correct.

Mr. Walls stated they have to take care of the trees up to the 10-foot mark.

Mr. Berube asked should we call that “lifting” or “elevating?”

Mr. Haskett stated elevating.

Mr. Berube stated so it should read “Canopy trees shall be elevated to 10 feet, as required, to maintain safe pedestrian height clearance.”

Mr. Walls stated I do not think we need to go into this detail. I think we say that the Contractor takes care of the first 10 feet of the tree. That is essentially what we are saying.

Mr. Berube stated that is correct.

Mr. Qualls asked how shall we define “canopy tree?”

Mr. Berube stated not a magnolia, not a crepe myrtle.

Mr. Haskett stated the people in the industry know what a canopy tree is.

Mr. LeMenager stated it is all described on page 21. It is sort of defined, and I do not think we need to do it any further.

Mr. Berube asked so should we just leave 4.4.1(c) as it is?

Mr. Walls stated it says they do not have to worry about a tree if it is taller than 10 feet, so it needs to be modified.

Mr. Qualls stated I will clarify that section.

Mr. LeMenager stated I finally understand what 4.4.1(c) is saying, which is to direct the Contractor on what to do for trees that are less than 10 feet tall. Page 21 describes what to do for trees that are over 10 feet tall. It is basically saying for trees shorter than 10 feet, do not do anything except take off limbs.

Mr. Qualls stated if that is what it should say, I will revise it. We treat trees differently if they are under 10 feet in height than we do for trees taller than 10 feet.

Mr. Berube stated a new tree might be shorter than 10 feet tall.

Mr. Qualls stated there is a special program for shorter trees.

Mr. LeMenager stated that is correct.

Mr. Qualls stated I will make that clear.

Mr. Berube stated page 22 references individual isolated trees. Should we specify 4.4.5 to be “non pine” trees? We do not mulch pine trees.

Mr. Haskett stated that is correct. We mulch individual pine trees but not multiple pine trees within a planting bed.

Mr. Berube stated then it is fine the way it is.

Mr. Evans stated section 4.5 is related to 2.12 for irrigation.

Mr. Berube stated 4.5(d) says “The Contractor is expected to communicate any problems, questions, concerns, etc. with the District Manager and the Maxicom personnel.” Mr. Haskett is the Maxicom personnel. I would like to say “including hot spots or dry areas” or some reference to that effect. I know the contractor will be out looking at the grass every day, as does Mr. Haskett, but if they notice a dry area, they should not wait for three weeks until it is all brown before they say something in case we miss it.

Mr. Qualls asked does the Contractor need to be aware of the work product from Insight Irrigation?

Mr. Berube stated no.

Mr. Evans stated 4.5.1(a) refers you back to Section 2.12. Section 4.5.1 says this is the District’s responsibility, but when you go to Section 2.12, the first paragraph talks

about overwatering or insufficient watering from the irrigation system and says, “The Contractor shall replace or reimburse the District...” That implies that it is at the expense of the Contractor. It goes on to say “... over watering or insufficient watering from the irrigation system” and I think that should be deleted, not the whole sentence but just the section that makes the Contractor obligated for the replacement or reimbursement as a result of over watering of insufficient watering.

Mr. Qualls stated they have to replace it if it is the result of insect or disease damage but not irrigation damage.

Mr. Evans stated that is correct. It is their responsibility to monitor, and we have provided them with the means and method by which to address insects, fungus, disease, and so forth, other than acts of God. Section 4.5.3(b), “Contract” should be “Contractor.” Section 5.2.2(a), “contractor” should be capitalized at the very end of the sentence.

Mr. Berube stated if we switch contractors, right now I think Luke Brothers allows us to throw trash in their dumpster.

Mr. Haskett stated that is correct.

Mr. Berube stated we need to make a notation as part of this request to let them know we will need space in their dumpster for reasonable quantities of trash to be dumped every month.

Mr. Qualls asked what is “our stuff?”

Mr. Berube stated our trash pickup from the doggie pots and all the trash that we remove. Luke Brothers was kind enough to give us space in their dumpster. I do not know how much we use, maybe five or 10 yards.

Mr. Haskett stated during the budget process, we really need to consider our own dumpster because we need to have our trash dumped more often than their scheduled monthly or bi-monthly pick up. Trash piles up pretty quickly and needs to be removed more often, especially picking up the doggie pot trash.

Mr. Evans stated so no changes on that section. Section 5.2.2(c), “contractor” should be capitalized at the end of the sentence.

Mr. Berube asked have we needed to charge Luke Brothers for any repairs yet?

Mr. Haskett stated no, not yet but we are getting ready to.

Mr. Evans stated Section 5.3 says “If a repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by the Contractor.” They still need to receive authorization from the District Manager.

Mr. Qualls stated that may prove time consuming.

Mr. Evans stated if there is a line break or something similar, they need to deal with it and immediately report it to the District.

Mr. Qualls stated they do not need permission to repair it, but they need to make sure everyone is aware that it has been repaired.

Mr. Evans stated in the context of an emergency for an immediate repair, they need to do it. We have already stated that they will bill us on an hourly basis for any repairs on a time and material basis. Subsequently, they need to inform us as to the nature of the emergency. If all of a sudden there is an irrigation break, by the time they start calling around to get in contact with Mr. Haskett or a representative of the District, you may have a major washout.

Mr. Berube stated the reality is that this contractor is probably not going to be prepared to repair a major irrigation break. Even if you tell them to go ahead and repair it, they will have a certain amount of staging time anyway.

Mr. LeMenager stated I do not think we want them making a major irrigation repair.

Mr. Berube stated we have three staff members with iPhones. Mr. Haskett has a phone. Someone should always be available, plus we have an onsite irrigation technician. I appreciate the point, though.

Mr. Evans asked what emergency might they have? That is the only one I can think of, and they are not really handling irrigation.

Mr. Haskett stated in the event of a hurricane and trees blow over.

Mr. Qualls stated if it is work outside the scope, this will be an additional expenditure. I would advise there being some sort of check and balance.

Mr. Berube stated this puts them on notice to call someone.

Mr. Walls stated I think you can say District Manager or his designee.

Mr. Qualls stated that was a global changed we wanted to make, and it looks like it was not made globally. It should always read “District Manager and/or District Manager personnel.”

Mr. Evans stated in 5.4(a), we are asking them to provide clean up and touch-up finishes to paint, stucco, etc. as necessary. I do not think that is applicable.

Mr. Walls stated this would be activities they would do in addition to the contract and get paid separately for it.

Mr. Berube stated that is correct.

Mr. Evans stated I cannot see them performing this type of work.

Mr. Walls stated I would not think so.

Mr. Qualls stated the thought is if they scrape it with a mower, they should touch it up. Should we just eliminate that language?

Mr. Walls stated they should do that as part of their scope of service.

Mr. Qualls stated I will delete that bullet point.

Mr. Evans stated site cleanup and pressure washing for special events should be deleted.

Mr. Berube stated they will not be performing that type of work; we have our own staff for that.

Mr. Evans stated they will not mow undeveloped areas because the only undeveloped areas are owned by the developer.

Mr. Berube stated we can probably delete the last bullet point also, for selective weeding and pruning in wooded areas.

Mr. Evans stated I do not know where that would be.

Mr. Walls stated we do not have any wooded areas.

Mr. Berube stated effectively, that wipes out 5.4(a).

Mr. Qualls stated I will delete the last sentence before the bullet points and then all four bullet points.

Mr. Berube stated that is correct. If Mr. Haskett needs something done, we can ask them to do it.

Mr. Qualls asked is 5.4(b) for work to be performed if requested by the Contractor or by the District?

Mr. Berube stated the wording is a little ambiguous. It is saying the Contractor might request to do additional work. You could read it either way.

Mr. Qualls stated I think we should clarify any ambiguities. If the District wants extra work done, we can authorize it for an additional cost.

Mr. Berube stated instead of “Contractor,” it should read “District Manager and/or District Manager personnel.”

Mr. Evans stated it can also read “if recommended to be performed by the Contractor.” If they are recommending that we do something, not requesting, then it is at our discretion whether or not to proceed with that recommendation for work that is outside the scope.

Mr. Walls stated Section 2.2.3, the last sentence should read “Documentation of these certifications and experience should be provided [not provide] to the District Manager.”

Mr. Qualls stated I want to clarify what Mr. Walls suggested for an additional section 2.2.4.

Mr. Walls stated I would like to include language that says they have to maintain adequate staffing levels to complete the work satisfactorily.

Mr. Evans stated included in this agenda item is the discussion of a workshop, which we pretty much just had relative to the RFP.

Mr. Berube stated we will need a workshop to review the bids when they are received. Can that happen as quickly as the next meeting?

Mr. LeMenager stated no.

Mr. Evans stated we have not yet discussed submitting this.

Mr. Qualls stated one other thing to consider is the criteria by which you are going to evaluate the bidders.

Mr. Evans stated when we discussed these previously, we talked about the criteria for the applications.

Mr. Qualls stated your rules indicate about eight general criteria.

Mr. LeMenager stated we had a scoring sheet that, in the end, we did not use. I was totally surprised at how the losers did not sue us and win. I think Mr. vanAssenderp did a wonderful job at keeping us from being sued. We had a nice set of criteria, and we did not do that at all. We did not follow our published procedures.

Mr. Evans stated I thought we did. I know there were requirements and service providers had to meet certain specifications, and they did not. They just missed it. Because they did not satisfy that criteria, their bids were eliminated.

Mr. LeMenager stated we did not actually evaluate the ones who did submit everything. No one filled out the score sheets.

Mr. Evans stated I did. If someone does not satisfy the criteria and you excuse it, then you are passing a benefit to those that the others may not have received. We are compelled to adhere to the rules that we set forth in our bid proposals.

Mr. Moyer asked when staff completes revising the scope of services, is it the Board's desire that we publish it and move forward with an RFP?

Mr. Berube stated yes, I think so.

Mr. LeMenager stated we have not taken a vote on it.

Mr. Moyer stated I would like direction on the record as to how you would like to proceed.

Mr. Walls stated I am ready to move forward with an RFP.

Mr. Berube stated I am ready, also.

Mr. Evans asked when is our next workshop?

Mr. Berube stated we do not have one scheduled.

Mr. Evans asked when is our budget workshop? Most people, when they are bidding on a project, they want to know when we will award it and when they will commence. Then they start planning what their chances of being awarded the bid.

Mr. Berube stated we are running out of time.

Mr. Walls stated we are five months away from the current contract expiration.

Mr. Evans stated if we bid something too soon, there is a factor of uncertainty with them bidding too soon since they may not know for four or five months how serious the client is.

Mr. LeMenager stated just as with the previous contractor, if they lose, the quality of service is going to decline drastically for the last portion of their contract term. You have to determine if you want to change contractors in the middle of the heavy growing season, and I think maybe we do not want to do that. If you want to change contractors, you are much better doing that during the dry season when it does not have as much impact.

Mr. Walls asked does the process itself take about a month, by the time we receive the bids?

Mr. Moyer stated I think realistically, we give them three weeks to prepare a bid. We need a week to advertise the RFP, so it will be a month before we even receive bids. Then

we receive them and we have to review it for a couple weeks, Board and staff. I would think the soonest it could happen is six weeks, but realistically, two months.

Mr. Haskett stated we will also need a pre-bid meeting.

Mr. Moyer stated that is correct.

Mr. Walls stated we will need probably a month for a new company to try to ramp up.

Mr. Moyer stated that is correct.

Mr. Haskett stated it will take a few weeks for them to gear up.

Mr. Walls stated we are at that point now.

Mr. Berube stated if we were ready to proceed today, we would be right at October 1.

Mr. Evans stated we also have to look at how it will impact our budget, especially if the bids come in much higher than they did last time.

Mr. Moyer stated it would be nice to be finished with this process in mid-August because then we could adjust our budget based on those bids.

Mr. Berube stated we may need that 1% that I suggested.

Mr. LeMenager stated we can cut another line item.

Mr. Evans stated I think by our workshop, we need to be in a position to know these numbers, and we will need the bids to be valid for a certain period of time, either 60 or 90 days.

Mr. Moyer stated we will specify that information.

Mr. Berube stated if we have a workshop in June, which is an evening meeting, it is fairly easy to have the workshop prior to the meeting.

Mr. Moyer stated that is probably when we will have the bids. We will provide the budget next month, and you could schedule a workshop for June.

Mr. Berube asked can we have a workshop for the budget and for the bids?

Mr. Evans asked will we have a public bid opening?

Mr. Moyer stated yes.

Mr. Evans stated that is when the reality check will happen that Mr. LeMenager raises.

Mr. Walls asked what is the history of protests on something like this?

Mr. Qualls stated they have increased due to the economy.

Mr. Walls stated we are having a lot of trouble with that now, and that will hold us up for who knows how long.

Mr. Qualls stated that is correct.

Mr. Walls stated I think we need to proceed in getting this bid.

Mr. Qualls asked is the Board comfortable with the criteria?

Mr. Walls stated yes.

Mr. LeMenager stated I am not. I want to review it and discuss it at a meeting.

Mr. Moyer stated we can do that at the next meeting. We will not be accepting bids until after the May Board meeting.

Mr. Qualls stated we can review the criteria at the next meeting.

Mr. Evans stated we need to review it before we have the RFP available because it will be part of the RFP.

Mr. Berube stated we already have a guideline.

Mr. LeMenager stated I will not be at the May meeting.

Mr. Qualls stated Mr. LeMenager can email me his suggested changes. Another option is to have one Board member work with staff on the criteria. It is just one sheet.

Mr. Evans stated please email it to us so we can review it. Mr. Haskett is spending the vast majority of his time doing CDD work instead of developer activities. If we get a new contractor, he is going to be going up this learning curve again.

Mr. Berube stated he has been doing that for the past three years, and it needs to stop.

Mr. Moyer stated the criteria we have used in the past allots 25 points for personnel, which includes the location of their headquarters, adequacy, staffing, and those types of things. Experience is 30 points, which includes past record of experience and references. Understanding the scope of work is 15 points, and price is 30 points, further broken down into 15 points for the lowest bid, 10 points for the reasonableness of the unit prices and 5 points for increases and total annual price for the renewal term.

Mr. Walls stated I am fine with the criteria. I have no problem with this format. It is sufficiently broad.

Mr. Moyer stated I agree.

Mr. Berube stated it is not so confining.

Mr. Evans stated perhaps we need to review it to see if there are categories that we need to embellish.

Mr. LeMenager stated based on my experience in having done this before, I would put more emphasis on price.

Mr. Berube stated it is nearly one-third of the total points now.

Mr. LeMenager stated I think it should be higher.

Mr. Evans stated our obligation is to maintain the assets of the District properly.

Mr. Berube stated we do not have to accept the lowest bid.

Mr. Evans stated that is correct. It is not how cheaply we can do it, but we have an obligation. It is not a selective obligation. We have to maintain the investment. If we start cutting because we are trying to get a target number of what the assessments should be, then we are not doing our job. I have the same problem going on right now in my HOA where they have locked in the amount of assessments. They are not putting out mulch but telling all the home owners they have to do that themselves. The place looks awful, and certain things are happening because that HOA Board, which I used to be a member of but am not anymore, decided they are not going to raise the rates. It is very noticeable now. We are locked in on what we can increase the HOA rates to. It will be a long climb to get the property back up to where it was. I just found out that they depleted the reserves that I had set up for roof repairs and other things. They robbed it to pay some other things.

Mr. Walls stated I am not advocating increasing the assessments, but the money we collect through the CDD goes directly to where we live. When we pay our taxes to the County or the State, it goes to many different places. The CDD assessments go right here, and we can see what they are spent on, which are things that we use every day. That is why I am fine in writing that check than others that I write.

Mr. Evans stated I have been on a lot of different Boards, and there are very few Boards who review their expenditures to the magnitude that this Board does. That is a compliment to everyone involved. All the Supervisors and staff review all this information to look for value and appropriate expenditures that is incomparable to any other organization, including other Districts.

Mr. Golgowski stated it was mentioned earlier that the aquatic weed control services contract expires October 1, 2012. Do you want to go out to bid for that?

Mr. Berube stated no, not unless we have to, which I do not think we do because we are under the threshold. I just wanted a comparison of monthly versus quarterly services. everything else should remain the same. I would think the quarterly service should be better, but we can discuss that when we see the prices.

Mr. Moyer asked is the Board ready to advertise for the landscape RFP? If so, I would ask the Board make a motion to authorize staff to proceed.

On MOTION by Mr. Walls, seconded by Mr. Berube, with all in favor, unanimous approval was given to bid landscape maintenance services.

Mr. Berube asked where will this be advertised? In the Orlando Sentinel?

Mr. Moyer stated we are using the Osceola News Gazette.

Mr. Berube asked is that big enough for this RFP?

Mr. Moyer stated probably not. I think to pick up some of the major contractors out of Orlando, we probably need to put it in the Orlando Sentinel.

Mr. Qualls stated I agree.

Mr. Berube stated I also agree, despite my earlier recommendation to advertise in the Osceola News Gazette.

Mr. Moyer stated we will still publish it in the Gazette. We will advertise in both.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements

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

Mr. Moyer stated I updated the balance sheet to clarify fund balance, and I also provided the information on our non-ad valorem collections for April, which we are about 92% collected rather than 53% that was in your agenda package originally. We are in much better financial shape on the revenue side.

Mr. Haskett stated on page 3 under tree trimming services, we had a budget of \$15,000. There is an actual year-to-day of zero, but we received the invoice for \$15,000 that should have been allocated into that line item. I am not sure what line it was taken out of or how it was accounted for. That is when arborist services were done.

Mr. Evans stated it could have gone into miscellaneous services.

Mr. Haskett stated that is possible since that number is off.

Mr. Berube stated I thought there was something in the notes about that. It did go into miscellaneous services according to the notes, so it needs to come out of there and go into tree trimming services.

Mr. LeMenager stated we are still over budget on miscellaneous services.

Mr. Haskett stated miscellaneous contingency included the invoice from Creative Shade Solutions. Could that not come from capital outlay – other since it is a capital improvement?

Mr. Berube stated it is not supposed to be in this year's budget. It was supposed to come from last year's budget, but it was paid from this year's budget because of the timing.

Mr. LeMenager asked can we put it in last year's budget?

Mr. Moyer stated no, we have already closed those books.

Mr. Berube stated we received the invoice pretty late. We were able to pay some other things in last year's budget, but not this.

Mr. Walls asked did we pay for the water fountains from capital outlay last month?

Mr. Berube stated I thought we applied that to parks and amenities. I do not think it matters. Is there a reason Mr. Haskett is requesting that budget line?

Mr. Haskett stated I am trying to balance out the miscellaneous services numbers and the miscellaneous contingencies.

Mr. Berube stated six months ago, we approved changing out a lot of water meters, and Toho Water Authority (TWA) started doing that. They started on the potable meters and were very slow changing the irrigation meters. I kept chasing them on that issue, and they kept responding that they were working on something else. As it turns out, they came back and they are reducing the water meter fees anyway, probably as a result of the inquiry from us saying their fees are pretty expensive. I received this information a month or so ago. I went to the meeting last night and it has been approved by their Board, so the meter fees will decrease between 45% and 75%, without us changing anything. On the other side, there will be an additional monthly building and administrative fee on the bills, which is \$1.78 per month, and the consumption is going to rise dramatically. They are taking the meter fees and reducing them significantly, but the consumption rates will be on an inclining scale. The more water you use, the more expensive it will be. The good news is, we are under the 50th percentile on almost all of our meters. Because of the meter sizes, we use less water than the average user of those meter sizes, bringing us below the 50th percentile, so our water costs, based on average use, will also decrease. We will not

have to spend any money, and all our utility bills will be reduced. It was the best deal possible.

Mr. Moyer asked so we are not changing out the meters?

Mr. Berube stated that is correct. We changed a few. They did the potable ones immediately and they never billed us for that. We are already saving money on that. The whole project of changing out the rest of the meters has pretty much stopped, but our water bills will reflect the changes whenever this goes into effect, June or July. The bills will decrease, we do not have to spend any additional money, we do not have to worry about changing our meter sizes to ones that are too small, and it worked out beautifully.

B. Invoice Approval #144 and Check Run Summary

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

Mr. Berube stated we are still being billed by Century Link for telephones.

Mr. Golgowski stated I will look into it because that should have ended.

Mr. Berube stated one is dated March 7. We used to have three phone lines.

Mr. Golgowski stated that is correct, and now we have two.

Mr. Berube stated I thought we were getting rid of those two because we have two wireless connections.

Mr. Golgowski stated we need a phone line to reach the weather station, so the weather station needs a phone line and we need one at the other end to dial up. So we only lost one phone line.

Mr. Berube stated then the invoice is fine because we are being billed for two lines. I thought we were getting rid of them and going down to one line.

Mr. Golgowski stated no, we need two phone lines.

Mr. Qualls stated there is an invoice from Broward County.

Mr. Moyer stated we register vehicles in Broward County because their office is closer to the ST administrative office.

Mr. Berube stated there is an invoice for a whirl-away sweeper.

Mr. Haskett stated that is for the pressure washer.

Mr. Berube stated there were two invoices from Symbiont Service Corp. I know one is for the pool heater, but there are a couple notes listed. Apparently on the first service call, the note says the heaters were left off so as not to cause further damage to the

remaining heater. The second note says he took pictures of chemicals used for pools. Is there something going on that needs attention?

Mr. Haskett stated several years ago the first heater went out. Now the second heater went out. It was the internal coil. The reason it states that they left it off to prevent further damage is because they were testing our well water as well as the pool chemicals to determine what the issue was. They determined that both heaters had basically failed years ago, but because the second heater was a slave to the first one, it did not go out immediately. Therefore, it was the coil inside the pump that wore out from wear and tear. When we get into the budget process, I will recommend that we do not replace the secondary unit. They will tell us that we need to replace it, but since my time on this project since 2003, I have rarely heard the second heater come on as a backup. Most of the time, the primary heater handles that. The heater was back on within a matter of days after they ran their tests to make sure we were not doing anything wrong and that the pool company was not doing anything wrong.

Mr. Berube asked do we ever cycle these in the summertime to prevent the acidification of the water inside these coils?

Mr. Haskett stated there is a bypass valve on it. It does continue to cycle, but we do not divert the water from the heater. We just turn the unit off so the water still flows through it, but it is not activating the thermostat to heat the water.

Mr. Berube asked the coil does have water flowing through it so it is not sitting dry?

Mr. Haskett stated that is correct.

Mr. Evans stated I would like to include the invoice from Insight Irrigation for their partial draw request in the amount of \$600.

On MOTION by Mr. Berube, seconded by Mr. LeMenager, with all in favor, unanimous approval was given to the invoices, including the invoice from Insight Irrigation for \$600 for partial payment, as discussed.

Mr. Berube stated Mr. Moyer is going to need to do some shuffling in the budget because this will apply to one of the two irrigation budget line items, and they are both over budget for the year.

Mr. Moyer stated we will transfer monies into those accounts.

C. Public Comments/Communication Log

Mr. Moyer reviewed the complaint log as contained in the agenda package and available for public review in the District Office during normal business hours.

D. Website Statistics

Mr. Moyer reviewed the website statistics as contained in the agenda package and available for public review in the District Office during normal business hours.

E. Consideration of an Engagement Letter with Grau & Associates to Perform the Audit for Fiscal Year 2012

Mr. Moyer stated this is the standard form audit engagement letter from Grau & Associates to perform the audit for fiscal year 2012, in the amount of \$7,250.

On MOTION by Mr. LeMenager, seconded by Mr. Berube, with all in favor, unanimous approval was given to the engagement letter with Grau & Associates to perform the audit for fiscal year 2012, in the amount of \$7,250.
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F. Qualifying Information for the General Election

Mr. Moyer stated we need to make available to the public that there will be an election in November for three seats. There are two ways to qualify as identified in the material. One is by petition, which needs to be submitted by May 7, 2012. The other is to pay a \$25 qualifying fee. The qualifying period opens June 4 at noon and closes June 8 at noon. We provided the candidate petition form for anyone who desires to use that form to qualify by petition.

Mr. Evans asked which seats expire, other than mine?

Mr. LeMenager stated Ms. Kassel's seat and my seat.

Mr. Evans asked are you running again?

Mr. LeMenager stated I am and I have already completed the paperwork.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i Osceola County School Board

Mr. Qualls stated as a matter of information, I reviewed the interlocal agreement between the District and the School Board regarding swimming lessons. As Mr. LeMenager mentioned, this does renew on an annual basis, but it is important to note that it is the school's job to provide water safety instructors, safety aides, a teacher and a lifeguard, and also to provide a certificate of insurance to the district five days before the

swimming lessons. I think it is important to stay on top of that and make sure those items are being provided.

ii Legal Counsel Invoices

Mr. Qualls stated you asked us to review our legal bills and itemize them for work that was done related to the 2005 assessment matter and to share that information with Severn Trent. The amount was over \$9,000, and that information will be sent to the District manager. We will email an actual itemized list. Some of the bills may have been paid.

B. Engineer

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

NINTH ORDER OF BUSINESS

Supervisor Requests

Mr. Berube stated last month, we discussed having Severn Trent reimburse the District for legal bills associated with that assessment issue, and I presume you are just waiting on that final number. We agreed to accept the offer from Severn Trent for them to pay about \$13,000 for those outstanding assessments, and I presume the legal fees are in addition to that amount.

Mr. Moyer stated that is correct.

Mr. Berube asked how will we receive that money?

Mr. LeMenager asked did we receive the \$13,000 yet?

Mr. Moyer stated no. I suspect Mr. Bob Koncar will make a similar offer on attorney fees. His letter said they will credit that amount on a monthly basis in increments over the next twelve months, about \$1,100 per month on your invoices. We will track that.

Mr. Berube stated we have had two billing cycles, and those credits have not shown up yet. That is why I asked.

Mr. Moyer stated I will track that, and I am sure they will do what they agreed to do, but I will confirm that.

Mr. Berube stated we are coming up to budget time, and I know we are all opposed to increasing the assessments. I know we are also looking for additional monies, and I asked Mr. Moyer how this plays out. If we were to increase the assessments 1%, which is probably less than \$30 for the average home here, that generates \$41,360 on this year's budget for additional operation and maintenance revenue. I am not suggesting that we do this, but I am looking at the numbers. If you look back at the record over the past four or five years, our assessments have decreased, as have people's property taxes.

Mr. LeMenager stated our assessments have not decreased.

Mr. Berube stated yes, they have decreased every single year.

Mr. LeMenager stated no they have not; they have been the same amount.

Mr. Berube stated on a percentage basis, they have dropped 0.1% or 0.19%. It is minor, though.

Mr. LeMenager stated that is a decrease of \$1.

Mr. Berube stated at some point, this needs to turn around and go the other way.

Mr. LeMenager stated I am absolutely opposed to Mr. Berube's comments. I think our CDD operation and maintenance assessments are too expensive as it is. We have the third or fourth most expensive district in the County behind Reunion. DR Horton has some big messes in the County. This is a wonderful golf course community, sort of out in the middle of nowhere. There is no way we should be the most expensive place to live. We need to think about how to tighten our belts and think about having realistic expectations of what a community of 1,200 should have in terms of benefits. I will not speak for anyone else, but I will not vote in favor of any increases.

Mr. Evans stated I would not make a blanket statement that we are the most expensive in the County. You need to really look at what you are paying for. The biggest expenses we have include electricity for street lights, and if you want them, you have to pay for them. If you want your landscape taken care of, you have to pay for it no matter where you live. Harmony is a community with more amenities and facilities than anywhere else in Central Florida. If you want to live here with all the parks and everything else you see, someone has to pay for them. We cannot receive bailouts. If you look at the debt side of the equation, most people do not like paying the debt. You have options. Either you could have paid more for your house when you bought it and not have the benefit of the financings at the time, which were very beneficial at the time that it was done, or you pay for it later. It is a matter of when it is paid. It is like a second mortgage, and in reality, it was and very much is. But it paid for the improvements for major roadways. If funds had not been secured, two things would have happened. The cost of your homes would have been more expensive. If the District had not been organized, you would not have had the authority to go out and collect the operation and maintenance assessments through the tax collector. There are huge benefits you have by being in a special District, as opposed to just having an HOA because the HOA goes through

foreclosure proceedings to collect, versus being able to use the tax collector where we can receive the revenue stream from a tax certificate sale if they do not pay their taxes. That allows us to pay our bills. You have to look at it both ways, from the operation and maintenance side as well as from the debt service side.

Mr. Walls stated I think all that is great, but I would pay a premium any day to fish on Buck Lake, and I am not an advocate of increasing assessment.

TENTH ORDER OF BUSINESS

Adjournment

The next meeting will be Thursday, May 31, 2012, at 9:00 a.m.

The meeting adjourned at 8:20 p.m.

Gary L. Moyer, Secretary

Robert D. Evans, Chairman