

# MINUTES OF MEETING CELEBRATION COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Celebration Community Development District was held Tuesday, November 17, 2009, at 6:30 P.M. at 851 Celebration Avenue, Celebration, Florida.

Present and constituting a quorum were:

Cliff Akey	Chairman
Paul Collins	Vice Chairman
Tom Sunnarborg	Secretary
Lee Moore	Treasurer
Bruce Carlson	Assistant Secretary

Also present were:

Gary Moyer	Manager: Moyer Management Group
Jan Carpenter	Attorney: Shuffield, Lowman & Wilson
Mark Vincutonis	Engineer: Hanson Walter
Brenda Burgess	Moyer Management Group
Garth Rinard	Davey Tree
Brian Smith	Severn Trent Services
Residents and members of the public	

*This is not a certified or verbatim transcript but rather represents the context and summary of the meeting.*

## **FIRST ORDER OF BUSINESS**

### **Call to Order**

Mr. Akey called the meeting to order at 6:30 P.M.

## **SECOND ORDER OF BUSINESS**

### **Roll Call**

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

## **THIRD ORDER OF BUSINESS**

### **Pledge of Allegiance**

The Board dispensed with the Pledge since there was no flag in the meeting room.

## **FOURTH ORDER OF BUSINESS**

### **Approval of the Meeting Agenda**

Mr. Akey reviewed the agenda and requested any changes.

Mr. Collins stated I would like to give an update on the maintenance facility.

Mr. Sunnarborg this is under item 7E regarding landscape maintenance proposals. Is this something we want to discuss or act on tonight?

Mr. Smith stated that is at the Board's desire.

Mr. Sunnarborg asked does the schedule require that we act tonight?

Mr. Smith stated you can schedule another meeting if you do not want to act tonight.

Mr. Akey stated I thought we would discuss the proposals and review our calendars to schedule a meeting to finalize the action.

Mr. Carlson stated I think we can narrow the selections down to three or four candidates tonight, and go to the final selection process at the next Board meeting.

Mr. Collins stated I agree. If we narrow it down to three or four, I would like to ask questions directly to the companies. Is this the time to do it or is it better to decide on our final candidates tonight and bring them to our next meeting and then make our decision? I agree with Mr. Carlson that it makes sense to narrow the field tonight, but I would like the opportunity to ask Mr. Smith some questions and then be able to ask questions of the candidates.

Mr. Akey stated I agree.

Mr. Moyer stated it is your process and if you want to interview, that is in order. We can select a date after you have discussed this and narrowed the field down to your candidates to make presentations, select a date for a meeting and have that as a one-item agenda. We will advertise it as a regular Board meeting, and if you are comfortable at the end of this process, you can make your selection. If you want to do further research, we can postpone it to the December meeting.

Mr. Carlson asked what is our required deadline?

Mr. Smith stated January 1, 2010.

Mr. Carlson asked what did we tell our respondents that the deadline was to respond?

Mr. Smith stated we told them when we opening the bid packages that the Board would be reviewing them and possibly awarding a contract at tonight's meeting, but we did not know for sure when the final decision will be made.

Mr. Akey asked is there any current contract verbiage on a month-to-month basis during a transition?

Mr. Smith stated we are currently in a month-to-month situation, and we can extend it another month if we need to.

Mr. Akey stated I think that might be necessary to ensure we give this proper review.

Mr. Carlson stated we need to take the transition period into account. Having one begin on January 1 and the other end on the same day makes it very difficult to transition.

Mr. Moyer stated whoever is selected is professional enough to know how to handle those transitions. The advantage about this time of year is that it is perfect for a transition

because if something slips through the cracks, it is not as obvious to the community as if it would be in June or July.

Mr. Collins stated I know we have representatives from some of the candidates at our meeting. Tonight we will discuss this with Mr. Smith. Can we do it without the participants here, or does it matter?

Mr. Akey stated it does not matter to me.

Mr. Moore stated it is a public meeting so it will not make a difference.

Mr. Collins stated I would just like us to be frank in our discussion.

Anderson, Davey Tree and Girard indicated they have representatives present.

**FIFTH ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next order of business followed.

**SIXTH ORDER OF BUSINESS**

**Consent Agenda**

**A. Minutes of the October 20, 2009, Workshop and Regular Meetings**

**B. Invoices and Check Register**

Mr. Akey reviewed the Consent Agenda, and requested any corrections, additions, or deletions to the minutes.

On MOTION by Mr. Sunnarborg, seconded by Mr. Carlson, with all in favor, approval was given to the Consent Agenda.
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**SEVENTH ORDER OF BUSINESS**

**Action Items for Board Approval**

**A. Consideration of Proposals for West Village and Lake Evalyn Alleys**

Mr. Vincutonis reviewed the summary of proposals received for alley resurfacing for West Village and Lake Evalyn. Allstate Paving is the lowest proposal and I contacted their references. The references all had good things to say and recommended hiring them.

Mr. Carlson asked are they all bidding the same quality of materials?

Mr. Vincutonis stated yes, they were all unit-price bids.

Mr. Collins asked do you think Allstate would do a good job?

Mr. Vincutonis stated yes.

Mr. Akey asked did you contact all five references for Allstate and did they all give them a passing grade?

Mr. Vincutonis stated yes, on recent projects from 2004 to current.

Mr. Collins stated I think it would be nice to have another contractor perform this work so we can see how their quality is.

Mr. Carlson MOVED to award the alley paving contract for West Village and Lake Evalyn to Allstate Paving and Mr. Collins seconded the motion.

Mr. Sunnarborg asked does Mr. Smith concur with the recommendation?

Mr. Smith stated yes, I am familiar with them as a subcontractor doing some work in Celebration, and I have not heard anything bad about them.

Mr. Akey asked who will prepare the project task list and dates for the project schedule?

Mr. Smith stated I would like to find out what their schedule is so my staff can prepare the driveways and drainage structures like we have done in the past. As soon as we are finished, we will schedule them to come in.

Mr. Akey asked based on the size of the project and the scope of work, do you anticipate the project can be completed by April 15 or sooner?

Mr. Smith stated yes. I hope to get them in here by February as this is the perfect time to perform that work.

Mr. Akey stated watch it very closely and monitor the work. I want the work completed by the middle of April and would like to see them here by the middle of January. This is a smaller project, so they should be complete by April. I do not want to see it go into June or July.

Mr. Vincutonis stated they are just looking for approval of their proposal and a contract.

Mr. Moyer asked what contract are we using? We have contracts with APAC and Jr. Davis. I suggest we use those as models.

Ms. Carpenter stated we will use the same form of contract.

Mr. Moyer stated Ms. Carpenter and I will focus on the termination or non-performance provisions, so if something happens and we need to get another contractor in here quickly, we can do that. I do not anticipate a problem, but we need to be sensitive of that.

Mr. Akey asked what are the conditions of the alley? What if there is a disastrous problem?

Mr. Smith stated those alleys are in good condition. There were lessons learned after doing the Celebration Village and North Village alleys. They were built too flat, so West Village and Lake Evalyn have more of a drop to them, which causes the drainage problems to go away. They were both installed fairly well in the beginning.

Upon VOICE VOTE, with all in favor, unanimous approval was given to award a contract to Allstate Paving for alley repaving, as discussed.
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**B. Consideration of Signs for the Boardwalks**

Mr. Smith reviewed the samples for signs. There are 31 locations for installing these signs. The nature conservancy sign is a nice, natural-looking sign, but it costs \$750. There are plastic or foam signs that we can make look like wood, which cost \$240.

Mr. Collins stated the metal signs are fairly attractive and are consistent with what we have elsewhere in the community. The signs do not have to be very big.

Mr. Smith stated I am looking at a 12x12 sign mounted on a pole at the entrance to the boardwalk.

Mr. Collins stated we had a problem with the wood signs as they fall apart after awhile.

Mr. Akey stated we looked at the signs in Artisan Park and the sign at Lakeside Park on the CROA side.

Mr. Moore stated it sounds like we are designing a sign and perhaps we should allow someone else to do this. We are not the right group to develop a sign. I suggest going to Mr. Parker or to the ARC with that expertise. Maybe we should ask them to help us design a sign that will fit with the color and material.

Mr. Smith stated Mr. Akey is referring to one of CROA's signs that they approved, just something nice, small and green. Once we move to wood or other materials, then we are starting to design them. I recommend we use what we have consistently used in the past for trail signs and small informational signs.

Mr. Collins stated I think that makes sense

Mr. Akey stated Mr. Smith had a conference call today with Mr. Drew Locher, Mr. Rick Hughes and Mr. Sunnarborg on some of those issues with ARC, so perhaps Mr. Sunnarborg can schedule another meeting with them and discuss this item.

Mr. Carlson asked can we discuss what is reasonable for a budget and design a sign within a budget of perhaps \$3,000?

Mr. Smith stated we will need posts, but I probably have some scrap posts that I can make work and put them at as many primary locations as we can.

Mr. Moore asked at every boardwalk entrance?

Mr. Smith stated yes.

Mr. Moore asked do we need them on ones with no turns?

Mr. Smith stated we do not need one at Mirasol, and I did not include the ones behind the lake or behind Lake Evalyn. We definitely need them on the long boardwalks. We can prioritize and move from there and work within the budget you give us.

Mr. Moore stated if it is needed, let us put it in. I think it is most slippery when wet on the ones with turns, which is probably 85% of the boardwalks. I do not think we need a sign on the short straight ones. I am in favor of talking with ARC and putting a dollar amount to it.

Mr. Carlson stated he can try to keep the total cost within \$4,000.

**C. Consideration to Authorize up to \$2,500 for a Community Tree Audit**

Mr. Akey stated this is for an Independent Consultant to look at the trees with the stakes still on them and give us some feedback. I spoke to Mr. Tom McCubbins who has been to the garden club a few times about the scope, and he will probably take three to four days to review and make a report. When we had Jennifer from the County out here, I sent her a number of emails and she still has action items to do. I do not see us moving forward with the County giving us an evaluation.

Mr. Smith stated she has to stay within the parameters of their regulations, which is to go by the book. It would be nice to have an independent person come out and give us a real opinion, especially with how we are pruning.

Mr. Akey stated Mr. McCubbins said he would also come to our meeting and give us a presentation on his report.

Mr. Collins stated he has experience with urban communities.

Mr. Akey stated he has been out here a number of times.

Mr. Collins stated one part is the tree trimming, but the other long-term important thing for the community is the health of our trees and the prospects of our trees 10 and 20 years in the future. I would like him to look at those things, as well.

Mr. Akey stated send your comments to Mr. Smith and we will put that in a scope of work for Mr. McCubbins and arrange for him to do the tree audit.

On MOTION by Mr. Collins, seconded by Mr. Sunnarborg, with all in favor, approval was given to spend up to \$2,500 for an independent community tree audit, as discussed.

**D. Consideration of Conveyance of Stetson Parking Lot**

Mr. Moyer stated Ms. Carpenter and her staff are ready to proceed with closing on this conveyance. The issue that came up late in the process is, since it is a commercial property, the District assesses that property. That property has a debt assessment assigned to it. We levy a non-ad valorem assessment of \$8,200 annually, \$5,000 of which is for the debt assessment and \$3,200 for the operation and maintenance. The principal balance is about \$25,000, so we can continue on an annual basis to pay the assessments and we can deal with the maintenance assessment as we go through the budget process. We can simply consider ourselves to be a landowner and pay the assessments, or we can proceed to pay off the remaining principal balance on the bonds, which we are paying 5% to 6% on those bonds. We are not making that much in interest today, so it probably makes sense to consider the payoff of those bonds, but we do not know what will happen two to five years in the future.

Mr. Akey asked we are now paying \$3,200 annually to clean and maintain the parking lot?

Mr. Moyer stated no, that is the assessment that Carlyle is paying to the District every year. One option is we step into the shoes of Carlyle and continue to make those payments over time.

Mr. Carlson asked how long does that continue?

Mr. Moyer stated the 1994 bonds expire in 2016.

Mr. Collins asked can Carlyle decide to build a four-story parking garage and start charging to park there? Why would we want to take on that cost? Are there things we want to protect as a community? What can be done? If it can just be parking, I do not see why we want to take it. When they built their project, they knew they had that parking lot and they knew that was going to be their assessment, so I do not see any reason why we should take it. If there are options to protect against, then it might be worthwhile.

Mr. Moyer stated my understanding was that it gave the District more flexibility if we needed to address something other than surface parking. There are easements to Stetson that we will have to provide a certain number of parking spaces, regardless of what we do. The concern going back about six years ago when Carlyle came in to construct their

condominiums, was what if we need to address additional parking downtown. We discussed doing a multi-level parking structure, and there are issues with doing that. If this Board constructs it, we have to decide who the beneficiaries of that parking are and who will pay for it. We will have to do it by special assessment and identify the beneficiaries.

Mr. Carlson stated if it is turned over to Carlyle, it is unlikely that anything will be done because it will take a vote of all association owners to construct a multi-level parking structure. In taking it on as a CDD parcel, we preserve flexibility for the town, but we have to decide at what cost we do that.

Mr. Collins asked if Lexin told us they need more parking, we can build it and assess it back to Lexin and not to other owners in Celebration Village?

Mr. Moyer stated yes.

Mr. Carlson stated there would still be an easement for parking that Stetson and Carlyle will still have for that facility for a certain number of parking spaces.

Ms. Carpenter stated that is correct.

Mr. Akey stated under today's scenario, the most repeat beneficiary is probably Stetson on a daily basis. Carlyle is making the payments on that, and their net obligation would go to zero if the CDD accepted the parcel. That is not to say we cannot negotiate a buy-out number.

Mr. Moyer stated from Carlyle's perspective, the idea is that it goes either to the CDD or the association, but in any case, Carlyle is out of the transaction.

Mr. Akey stated if it goes to the association, they have to pay the assessments. The association might not choose to accept it either.

Mr. Moore stated they have no choice. The developer can give it to the association without any choice. It is either the association or the CDD.

Mr. Carlson asked would Stetson pay a portion to retain parking privileges?

Mr. Moore stated they have parking privileges no matter what.

Ms. Carpenter stated they have the right to use it now with their easement rights.

Mr. Carlson stated we would be taking it on for the town. We either have to pay it outright or pay it annually until 2016.

Mr. Carlson MOVED to accept the Stetson parking lot from Carlyle, paying the debt assessment annually and Mr. Collins seconded the motion.
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Mr. Akey asked once we take it, can we charge for parking for events?

Mr. Moyer stated yes, we can.

Ms. Carpenter stated we have ownership subject to the easement rights of those to use the parking lot.

Mr. Moore stated it is our own maintenance and we can waive the maintenance assessment.

Ms. Carpenter stated you can address that during your budget process for next fiscal year.

Mr. Carlson stated the motion is also authorizing the Attorney to prepare any necessary closing documents.

Ms. Carpenter stated we already have a Resolution authorizing us to prepare those documents.

Mr. Sunnarborg asked will it cost us \$5,000 a year for seven years?

Mr. Moyer stated yes.

Mr. Sunnarborg asked is there any precedent for this where a CDD owns property and is paying the principal and interest on it?

Mr. Moyer stated none that come to mind.

Ms. Carpenter stated I can think of one or two where a developer had not developed a lot in a front corner position, and the CDD ultimately decided to keep the lot free and keep it as a park, so the CDD is paying the debt assessments on that land and the developer donated the lot to the CDD.

Mr. Moyer stated under Chapter 190, Florida Statutes, parking garages and trolleys are authorized, so you are within the framework of the Statute.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the above motion.
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**E. Evaluation and Ranking of Landscape Maintenance Proposals**

Mr. Smith reviewed the summary of landscape proposals. I suggest you look at the unit cost sheet and frequencies. There were some discrepancies on those throughout each proposal.

Mr. Moyer stated as you review this summary, the Board has some discretion and latitude in waiving minor technicalities. There is a difference in minor or material as it

relates to a proposal being responsive or not responsive. If it is a major omission, you have to declare it to be non-responsive, but you have discretion to determine some things as immaterial. To the degree that someone you select as a final candidate has not included some information in their proposal, we have to formally waive that as a minor technicality.

Mr. Smith stated a Certified Arborist is part of the scoring criteria and you can take that into account during your scoring on the evaluation. If a unit price sheet is not included, that is a major deficiency. It is necessary for us to know that they understood the quantities required and the scope of services.

Ms. Carpenter stated one rule of thumb as to whether or not it is material, is by not including that, they have an unfair advantage, and unit price is a good example of an unfair advantage.

Mr. Smith stated staffing levels and completed copies of all forms in the package are pretty significant requirements, and some firms did not provide that information. I am giving you a summary of these packages and what was provided, what we are looking for, and why we need it. The color chart is based on checking three of their references. We are asking for a comparison to other contractors, not for perfect work. This is fairly important if they are proactive in finding things that need repair or maintenance. Responsiveness is important to know how quickly they perform the work and follow up. It is important if they provide enough staff because this is a huge project. We have faced that issue in the past when there was not enough staff to get the work done or they were not high quality staff. These are in response to the questions we asked of the contractors.

Mr. Moore asked were the references present contracts? Did you contact any of the contracts they lost?

Mr. Smith stated no, none that were lost. We just wanted to have that information. We called current contracts they listed as references.

Mr. Moore asked who are Carol King's contracts?

Mr. Smith stated their references were mostly commercial work for large mowing projects. They are not doing any detail work but they are doing more highway Bahia mowing.

Ms. Carpenter stated they are in one CDD in this area.

Mr. Collins stated one of my concerns is the safety to the community. It is an open community. We have a lot of young children. Is there anything to ensure these employees have background checks and there are no issues with employees?

Mr. Smith stated we require them to develop a safety program. We will work with the Attorney on a safety program they need to implement, safety for the community and the employees. It is not just that employee but everything and everyone he comes in contact with.

Mr. Collins stated I am concerned about background checks so we do not have issues that might lead to burglary or other crimes.

Mr. Smith stated we do not specify that in the criteria. I cannot tell them who to hire and who not to hire. We are running their business at that point, but we do push that issue. As part of the safety program, we address some guidelines they need to follow.

Mr. Collins stated I noticed that sometimes the headcount did not match up with the bids. Some of the lower bids had higher staffing levels, and some of the higher pricing had a lower staff count.

Mr. Smith stated that is part of your analysis of the staffing level. Generally you staff up in the summer and staff down in the winter. These are what they are saying they have for full-time employees for those times of year.

Mr. Collins asked what does it typically cost for a typical grounds person?

Mr. Smith stated if you look at average pay, I would guess it is \$9 to \$10 an hour plus benefits and extra costs of \$3 an hour per person, so about \$25,000 per person per year.

Mr. Collins stated one of the biggest differences was in shrub care. Some proposals were below \$200,000 and some were over \$500,000. As I look around the community, I do not see how that is justified with the plant material we have. Do they understand the maintenance required for shrubs?

Mr. Smith stated the ones I looked at, Girard had some quantities that did not make sense. The frequencies were close, and I called to make clarifications on those quantities, which I will email to you because they provided new quantities. Carol King was the same way. Their quantities were fine, but they made some mistakes on their frequencies. In the top four or five proposals, they all did a good job of identifying the square feet of beds.

Mr. Collins stated I want to thank Mr. Smith for the package you put together. I am sure it took a lot of work, and that is the important part to do the work up front so the

proposers know what the work is. Are you confident these proposers know the quantity and quality expected for this community?

Mr. Smith stated I think they do. I do have some reservations on trying to get the work done at a very low proposal price. But you have to review all of the packages and the materials provided.

Mr. Collins asked are there some who provided a proposal but did not fully participate in the tour and might not understand what is expected of them?

Mr. Smith stated I think all of them put together decent proposal packages. Some did not put in as much effort as others and left some things out. Brickman put together a really nice package, but their dollar amount is extremely high. They did miss a couple things but overall, they seem to understand the project. We had a good drive through and there were a lot of good questions. We received questions in writing and I was pleased to see the quality of contractors who responded. I think they all understood the project.

Mr. Carlson stated we asked them for pricing for a maintenance facility and there were some who did not see any value at all and some did. Where are they going to store their equipment?

Mr. Akey stated four did not provide a value for that.

Mr. Smith stated I am not sure why they did that and we can ask them this question now or at the next meeting after you narrow down the candidates.

Mr. Akey stated I would like to know the answer if they are here.

Mr. Bruce Wilkinson from Girard stated we did not put a value on having an on-site storage facility because we understood it to be an option. We are only nine or ten miles away, and we did not see where it would be much of a savings to us.

Mr. Moore asked where will you store your equipment?

Mr. Wilkinson stated 958 South Hoagland Boulevard in Kissimmee. We will bring in our equipment every day. In reviewing the minutes from your meetings, it looked like there are issues with the current site that we saw on the tour. I asked if the current site would be available, and it sounded like the site Davey is currently using would not be immediately available. Rather than setting up and having to move our site later, we wanted to provide a comprehensive plan at a good price from the beginning.

Mr. Garth Rinard from Davey Tree stated we license the facility now and we did not feel that particular line item was applicable because we already have those costs in the base rate. If you retain us for the contract, those costs are already built in.

A Representative from Anderson stated it is a built-in cost. We will have an office somewhere, whether it is here on-site or somewhere else. I would rather not have an eyesore in your backyard.

Mr. Sunnarborg asked if it is built into their price, who pays the ground rent for the current facility?

Mr. Moyer stated Anderson and Girard said that the transportation cost from their site now and bringing it into the community is already imputed in the price of their proposals.

Mr. Sunnarborg asked in the current facility, is rent paid to TCC for that site and does the vendor pay that?

Mr. Smith stated yes, Davey pays rent to TCC. Girard pays rent for his facility on Hoagland, which leaves us out of the picture.

Mr. Moore stated Davey's contract will continue with CROA so he will continue to pay rent to TCC for his facility, regardless of the CDD contract.

Mr. Sunnarborg stated Mr. Smith included a summary of the 2007-2008 annual sales by company. I thought it was very illustrative. Was there a minimum size stated as one of the qualifications for proposers?

Mr. Smith stated no, there is the ability to perform the work.

Mr. Sunnarborg stated there is at least one contractor where the value of the contract is more than their total sales of last year and a couple others where the value of the contract is one-third. It strikes me as dangerous that the company does not have the financial wherewithal to withstand a financial problem. That is something that will influence me on my choice.

Mr. Collins stated I definitely agree.

Mr. Sunnarborg stated I think a correction needs to be made on the last line for Brickman. They are not consistent and one year is not correct.

Mr. Smith stated 2007 should be \$608,709,000.

Mr. Sunnarborg stated we have two groups of companies: two that are huge and six that are really small.

Mr. Carlson stated I think two are huge, three are mid ground and three are small.

Mr. Akey stated I agree.

Mr. Collins stated for one of the smaller companies, that would make us one of their special customers as they are trying to grow their business. But I am concerned about their financial resources.

Mr. Sunnarborg stated when there is a problem in the next four years of this contract, you are talking about the possibility of putting someone out of business instead of coming to a resolution on an issue.

Mr. Collins stated they seemed to have good cash positions and cash flow. I would be concerned if they were weak financially.

Mr. Moore asked are they audited financials? Some of the larger ones are probably publicly traded companies and have audited statements.

Mr. Collins stated they would have local auditors. I think having this contract can be a feather in their cap. Some of these references are for closed communities, but people drive through here every day. That is why it is important to have a quality contractor. One comment I always receive when people come to Celebration is about the beautiful landscaping and how beautiful this community is. Many closed communities are nice, but the public cannot drive through. I think we far exceed Winter Park and that is who we are compared to. For a medium-size company, this contract would be something big for them.

Mr. Sunnarborg stated I agree, but the smallest one makes me nervous.

Mr. Collins stated I totally agree.

Mr. Carlson stated based on dollar amount of the proposal, the completeness of the package, the size of the company, and the references, from my perspective, I think we can immediately eliminate Cornerstone, Anderson and Brickman. Brickman was too high and is out of the running. The other two also had high prices and had incomplete packages. I would also look at Commercial and Groundtek in terms of being the next to eliminate based on their package.

Mr. Collins stated I agree with Mr. Carlson. I would eliminate all of those and go with the three remaining.

Mr. Sunnarborg stated I agree with you for the first elimination of three. I would like to do this in phases.

Mr. Carlson stated I reviewed all of the packages and what is missing that is critical. I find three remaining after the other five are eliminated.

Mr. Sunnarborg stated I agree.

Mr. Moore stated I also agree.

Mr. Collins stated I wish to thank Anderson for providing a proposal. I know it takes a lot of work to prepare a proposal like this.

The Representative from Anderson stated I have not ever priced a job this big before.

Mr. Carlson stated we appreciate you submitting a proposal. We hope to see you again.

Mr. Akey stated I applaud your growth since 2007.

Mr. Carlson stated I would like to hear Mr. Smith's comments on Commercial and Groundtek as to the items not included in their proposals. Some of the omissions are glaring.

Mr. Smith stated I agree. On the unit price sheet, Groundtek put their frequencies in the quantity column, but they were all wrong. The information was provided, but they were wrong.

Mr. Carlson asked are you comfortable with the three remaining proposers?

Mr. Smith stated yes.

Mr. Carlson stated I recommend we remove Commercial and Groundtek, which leaves us with three to consider.

The consensus of the Board is to eliminate Commercial and Groundtek, leaving Carol King, Davey Tree and Girard.

Mr. Sunnarborg stated there was one of these three who I would call a statistical outlier, and I want to see if there was a serious mistake made in the numbers. I did not do the math on all of them and we need to do that before the next meeting. I would also like Mr. Smith to approach the three remaining for a five-year contract that coincides with the new CROA contract so the dates are the same for the possibility of the joint-use maintenance facility.

Mr. Moore stated I think that is a good idea, but it might be a rebid.

Mr. Sunnarborg stated I am not suggesting a rebid; maybe it is an alternate. Can they give us a fifth year for pricing?

Ms. Carpenter stated then you are changing the terms. When you get to that point, you can decide to rebid or ask for a one-year extension.

Mr. Moore stated your point is well taken because we are talking about building a facility. That enters into my mind as to how we approach this group we contract with.

Mr. Sunnarborg stated when we get down to one and we negotiate a final contract, we can discuss it then.

Mr. Carlson stated two of the three do not want to use the current facility. They want to bring in their equipment so it may or may not have any bearing.

Mr. Moore asked then why would we build one?

Mr. Sunnarborg stated this is the wrong time for that conversation.

Mr. Collins asked can we request a different breakdown for their price? I know they build in profit into each of their line items, but can we ask for a breakdown of labor and benefits, and materials of four or five major items? Can we do that?

Ms. Carpenter stated you really need to stay with the pricing that is provided and what they provided you. Questions about qualification are fine to ask.

Mr. Collins asked what is our next step as far as process and asking them questions?

Mr. Smith stated we will invite them to your next meeting and they will be here to answer questions. I encourage the Board to put your questions together or any other spreadsheets or forms that you want us to provide to you before that meeting.

Mr. Moore stated I have a few questions to ask Girard while they are here. I know Davey pretty well. One of my concerns is not having a facility here because that is an important factor of having people here often. When we had hurricanes, Davey stayed here overnight. Tell us some of the contracts you have that may be close to what Celebration is like where you provide the same level of service that we have here? We expect a lot here in Celebration.

Mr. Wilkinson stated during our drive through, I specifically asked if there is any commercial property available in Celebration that is zoned appropriately. I was told there is not. I asked if this contract was awarded to another firm, whether the current site would become available; I was told it would not. So it was a moot point to ask how much of a discount I would give for something that did not exist.

Mr. Smith stated the explanation that was given was that there may be a CDD yard available in the future that we might be able to provide for the contractor, but currently there is not a CDD site.

Mr. Moyer stated this is new information to me, that regardless of what the CDD does for a maintenance compound, CROA has cut a deal with TCC. That is what it sounded like.

Mr. Moore stated we know they cut a deal but we do not know if it is exclusive.

Mr. Sunnarborg stated that needs to be followed up on.

Mr. Brian Weatherby stated to answer your question about hurricanes, when they came through in 2004, the closest community we had to compare to Celebration is the Heathrow master association. They spent almost \$1 million for us to do cleanups. The

next morning after they hit, we had 50 to 60 employees on property. We were also awarded Seminole County Business of the Year from Progress Energy, primarily because of our contributions and response after the hurricanes.

Mr. Collins asked do you have an ongoing contract with Heathrow?

Mr. Weatherby stated yes.

Mr. Collins stated is Heathrow the same size as Celebration and is the quality level the same?

Mr. Weatherby stated yes, it is a similar size. The landscape is a little tired and we are working on a renovation plan.

Mr. Wilkinson stated the dollar amount of that contract is over \$900,000.

Mr. Moore asked when fuel prices went up, did you ask for increases in any of your contracts?

Mr. Weatherby stated when they went way up in the beginning, we asked for a surcharge and as gas prices came down, we removed the surcharges.

Mr. Moore asked do you keep equipment on Heathrow property?

Mr. Weatherby stated no, our corporate office is within 5 minutes from the property. We provide all grounds services including arbor care, just like the setup here at Celebration, with the exception of pressure cleaning.

Mr. Carlson asked what is your largest single contract?

Mr. Weatherby stated Developers Diversified, which is a nationwide company and retail center. We maintain about 75 to 80 centers for them all throughout Florida, and it is in excess of \$2.5 million.

Mr. Moyer stated we will poll the Board for a meeting date the week of December 7 at 6:30 p.m.

Mr. Collins stated they will make a short presentation about why we should select them.

Mr. Smith stated yes, they will make a short introduction and be available for questions.

Mr. Carlson stated I would like for you to reduce this information to three columns and eliminate all of the other companies.

Mr. Smith stated we will do that. If you think of something else you want me to provide, please let me know.

Mr. Moore asked what is the legal process of what we can and cannot do?

Mr. Akey asked could we call one of the vendors directly?

Ms. Carpenter stated no, the Board needs to act as a group and have the ratings done together.

Mr. Moyer stated generally if there is a question that is applicable to all three contractors, we will send that same question to all three contractors. It is the same as when they submitted questions to us during the proposal process. We send the answers to all of the contractors.

Mr. Moore asked are these all final offers? Can we go back and renegotiate?

Mr. Moyer stated these are hard prices?

Mr. Akey stated we can reject all of them and rebid the project.

Mr. Smith asked if I have a question from one Board member, can I respond to that question and provide the answer to all of the Board members?

Ms. Carpenter stated I suggest you send it to Mr. Moyer to distribute to the Board and they will not respond to everyone. It is information that you can provide to everyone, as long as the Board does not engage in an email conversation about it outside of a meeting.

**F. Consideration of Striping Celebration Avenue in Artisan Park**

Mr. Akey stated this is to stripe from the start of Artisan Park on Celebration Avenue to the condominiums. Commissioner Harford and I are in agreement to get the striping done. Ms. Joedel Zaballero and Mr. Joe Bitar have discussed this and we are all in agreement to stripe the road and put the parking lane by the residences and no parking on the other side. The stumbling block is the cost. In a conversation with Commissioner Harford, the total cost is \$10,000, \$5,700 of which was material and \$4,300 was labor. I said I will ask this Board to split the material cost. We will not share in the labor cost because they are County employees. Commissioner Harford is agreeable to get this done if we agree to pay half of the \$5,700. We have not yet finalized the Roadway Turnover Agreement and this item. He asked about the urgency and I said we wanted it completed by the first quarter or sooner depending on their schedule.

Mr. Sunnarborg stated this is great work on Mr. Akey's part.

<p>Mr. Sunnarborg MOVED to authorize the expenditure of \$2,850 to share with the County to stripe Celebration Avenue from the entrance to Artisan Park to the condominiums, as discussed and Mr. Moore seconded the motion.</p>
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Mr. Akey stated I did correspond with the CROA Board and they are all aware of this. I spoke with other residents in Artisan Park, and they are both in agreement that something needs to be done.

Upon VOICE VOTE, with all in favor, unanimous approval was given to the above motion.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Manager – Financial Statements**

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

Mr. Moyer reviewed Resolution 2010-02 amending the general fund budget. This is permitted by the rules of the Auditor General and the State of Florida to true up our budget at the end of the fiscal year to reconcile any line items that are over budget. We were over budget for engineering related to several capital projects and Attorney fees related to research on property ownership. The biggest overage was in contingency. We posted against that line item the veteran's memorial donation that we made, video production, and a significant amount to PBS&J in their work to obtain for us a claim that we have with FEMA that cost us \$14,000.

On MOTION by Mr. Moore, seconded by Mr. Sunnarborg, with all in favor, approval was given to Resolution 2010-02 amending the general fund budget, as discussed.

#### **B. Field Operations – Monthly Highlight Report**

Mr. Smith reviewed the Field Highlight Report, which is included in the agenda package and is available in the District Office for public review during normal business hours.

Mr. Rinard reviewed the tree trimming schedule, which is included in the agenda package and also on the website for the public's review.

Mr. Smith reviewed the tree replacement schedule, which was distributed at the meeting as a handout. The goal is to get all trees replaced by February.

Mr. Smith reviewed the sidewalk repair and replacement schedule, which was distributed at the meeting as a handout.

Mr. Smith reviewed the reuse testing that RCID performed, which was distributed at the meeting as a handout. Nitrogen and phosphorus levels are fairly high on the reuse water. Mr. Eddie Snell contacted RCID at their wastewater plant where they get their reuse from, and he will have some ideas on how we can treat our reuse water as it comes in. Or we will talk with Toho Water Authority since they will be subject to the same restrictions that we are.

Mr. Sunnarborg asked can you see if these readings are outside of any legal requirement for Toho Water Authority?

Mr. Smith stated yes.

Mr. Sunnarborg stated they are sending us water that is causing us some serious problems. If they are sending the same water to other customers who do not know what we know, we might get them to be more cooperative if they are outside some limits.

Mr. Smith stated Mr. Vincutonis found a contractor who will do some water quality testing for us. We can engage an independent contractor to do some testing just for us so we do not have to rely on RCID. We can then approach Toho Water Authority with the results of those tests.

Ms. Carpenter stated I am working with Toho Water Authority on another District for a developer issue. It is a similar reclaimed water issue where they are in the process of getting reclaimed water. I will ask the Engineers working on that issue if they have any comments.

Mr. Collins asked is that why the ponds have problems with vegetation growing in it?

Mr. Smith stated it does not help. We also get a lot of fertilization in the ponds, and it all works together. Our biggest problem is duckweed, but it is actually good for a pond. RCID will tell you that alga is also good for the pond as well as duckweed because they help clean the water. When we kill all of it, we are taking the filtering system out of the pond. The aquatics around the pond edges help tremendously, but it is a constant battle in trying to kill the algae.

Mr. Moyer stated there is a Federal District court ruling that the State of Florida objected to the EPA coming in and setting nutrient standards. We are the only State that has been targeted by the EPA. Yesterday the Federal Judge said it was fine for the EPA to set those guidelines. This issue will be facing us soon where they will give us a target number on nutrients, and if we go over that number, we will have to clean the water. Mr. Sunnarborg and I met with RCID and they expressed the same concern I just mentioned

about the Federal Government setting the standard, so it is timely that we get serious about this.

Mr. Smith stated Mr. Snell and I will work on the two ponds in North Village, which are his two biggest concerns. We will try to figure out a way to lower the phosphorus and the nitrogen levels. He is requesting that I do alum treatments which I can do. He will also look at flocking storm drains to start this process. We will use these as our prototype to get cleaned up and move to the other ponds in the project. We will work to get them all within the standards that they need to be.

Mr. Carlson what will the alum treatments do to the aquatic life in the ponds?

Mr. Smith stated we will find out. Removing the algae takes out the oxygen which results in fish kills. We have to work on it a little at a time and measure it in such a way that we do not have those problems.

Mr. Sunnarborg stated the report on irrigation water is very good. Please keep us posted on the progress of this.

Mr. Akey stated regarding the sidewalk that is at the Catholic church, we have communicated to them that they are to open next Wednesday at 2:00 P.M.

Mr. Smith stated they think they will be done by this Friday.

Mr. Akey stated on the sidewalk grinding on Celebration Avenue, for the next meeting, look at how much grinding you have left and see if you need to get a contractor in for a couple weeks to complete the grinding. Some of the locations are getting more serious.

Mr. Akey stated I contacted the Orlando representative from Progress Energy and we will meet with him and have him as a contact for any issues.

### **C. Attorney**

There being nothing to report, the next item followed.

### **D. Engineer – Roadway Progress Report**

Mr. Vincutonis reviewed the Roadway Progress Report, which is included in the agenda package and is available in the District Office for public review during normal business hours.

Mr. Vincutonis stated the County came out and did the striping in North Village at the handicapped ramp. They have accepted the location of the stop bar and the stop sign locations. They are within tolerances, but there was one that had to be moved.

Mr. Smith stated we are moving the stop signs to meet with the stop bars as best we can.

Mr. Vincutonis stated the next step is getting those two roadways to the County for acceptance, and it will be on the agenda for the Board of County Commissioners on December 21.

Mr. Akey stated I will do my best to get a meeting set with Mr. Freilinger and Commissioner Harford on Monday at 11:30 a.m.

**E. Chairman – Update on Joint CDD/CROA Issues**

Mr. Akey stated I will meet with Don McDonald in January. We set the joint meeting for January 12 and I will confirm that date with them.

**F. The Celebration Company’s Representative**

Mr. Parker stated the official completion date for the Catholic church is January 7, 2010, and the contractor is trying to finish by December 18, 2009.

Mr. Akey stated there are sandbags blocking the drainage structures. Can those be removed or at least close up the sandbags so the sand is not going down the drain?

Mr. Parker stated if they are not intact, they need to be replaced. They will come out after a certain time after construction according to their permit.

Mr. Parker stated on the C-2 parcel for Willmark senior housing, they are fully mobilized to begin construction. They are in discussion with Enterprise CDD regarding the connection fees and once that is resolved, they will begin construction.

**NINTH ORDER OF BUSINESS**

**Updates and Discussion Items**

**A. Discussion of Radar Speed Signs and Locations**

Mr. Smith stated I met with Mr. Bitar on the radar speed signs, and it will be \$4,000 for each sign. It is a 12-inch board with the speed limit sign above it. It will be solar powered. The ones on Osceola Parkway are 18 inches, so these will be a little smaller. We will get a total of four and the District is purchasing two. We will make ours portable so we can move them around. I will email copies of the pictures of the signs.

Mr. Collins stated the ones on Osceola Parkway look fine.

Mr. Sunnarborg stated when you email the pictures, add the locations where each of the four are going. The obvious location is Celebration Avenue over the bridge. I want the other three placed for maximum benefit, but not in front of someone’s home.

On MOTION by Mr. Akey, seconded by Mr. Carlson, with all in favor, approval was given to purchase two radar speed signs, not to exceed \$9,000, as discussed.

**B. Update on Maintenance Facility**

Mr. Collins stated we had a meeting with CROA yesterday and it was the first opportunity to meet with CROA members and Ms. Wasson. Mr. Parker updated us on the process. Platting is almost complete. The library is moving forward. We primarily discussed the two parcels behind the library. The first parcel next to the library is set aside to CROA for park facilities, about 4 to 5 acres. Behind that is the area designated for the maintenance facility. One of the major issues is getting a firm idea on what it will cost to develop that property because we are responsible for infrastructure, utilities, roadways, and so forth. One thing we agreed on was to ask our Engineer to provide an estimate for the cost of that. The assumption is the library will bring utilities to their facility. Our joint responsibility will to bring utilities from the library property to the end of our property. Mr. Parker has the detailed information on what is set for those parcels, and it is a matter of coming up with the cost estimate.

Mr. Moore stated we can provide the engineering drawings to him and ask him to come to the next meeting with that information.

Ms. Carpenter asked do you know who is designing the library so you can know if you can feed off of their utility connections?

Mr. Collins stated we will have to make an assumption because that is not yet finalized.

Mr. Parker stated it is a rough order of magnitude; it will not be an exact detail. We have an estimate for the corridor, but it is for the entire length and your need is shorter than the entire length. I can provide the information we have from PBS&J and let Mr. Vincutonis work off of that.

Mr. Vincutonis stated it could be \$1,500 to prepare an estimate, depending on the level of detail.

Mr. Collins stated I would like to approve the Engineer doing that work.

Mr. Akey stated it is not a significant expense, so the Engineer can proceed.

Mr. Moore stated it is relevant for the landscape contract we are considering, too.

Mr. Collins stated the other piece we discussed is what we want to accomplish before the joint meeting. CROA needs to gauge community interest in terms of what the

community wants for that area. They need to decide how they are going to finance their costs, if they can finance it and if they want to look at some alternative forms if they cannot finance it. What I heard them say is if CROA is going to run the programs, they prefer to own the property. If their financing does not work and there is a need in the community for something, the next step is to look at alternative ways to finance the park area. They will be working on those items in the next few weeks.

Mr. Joossens stated we will get together in a week or so.

Mr. Collins stated we also discussed the infrastructure, if it is built, if there are two owners, the issue becomes what piece is ours, what is theirs, what we pay and what they pay, whether we pay half the costs, if it based on linear feet, or based on our need for more utilities than a ball field might require. We did not come to a conclusion, but we recognized this is something to decide on.

**TENTH ORDER OF BUSINESS**

**Other Business**

Mr. Moore stated I want to thank staff for doing all of the work on the bid process. It is a lot of work and I appreciate it. You made it easy for us to review.

Mr. Akey stated if we receive any requests for sidewalk closures downtown, let us look at them carefully and avoid the holidays.

Mr. Moyer stated some time ago, the Board authorized that we issue a letter to Shailesh Adhav to pursue energy alternative grant money. He is still doing that and asked us to reissue that letter, which we did.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests and Comments**

There being none, the next order of business followed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Moore, seconded by Mr. Carlson, with all in favor, the meeting adjourned at 8:30 P.M.
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Tom Sunnarborg, Secretary

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Cliff Akey, Chairman