

**MINUTES OF MEETING
HERITAGE OAK PARK
COMMUNITY DEVELOPMENT DISTRICT**

1 The regular meeting of the Board of Supervisors of the Heritage Oak Park Community
2 Development District held Monday, December 9, 2024 at 11:00 a.m. was continued and
3 reconvened on Thursday, December 19, 2024 at 10:00 a.m. at 19520 Heritage Oak Boulevard,
4 Port Charlotte, Florida 33948.

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6 Present and constituting a quorum were:

7 Paul Falduto, Jr.	Chairperson
8 Steve Horsman	Vice Chairperson
9 Peter Antosh	Assistant Secretary (Via Teams)
10 Carmen Russo	Assistant Secretary (Via Teams)
11 Jeanne Teter	Assistant Secretary

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14 Also present were:

15 Robert Koncar	District Manager, Inframark
16 Michelle Egan	Project Manager, Inframark
17 Jacquie Wells	Activities Director
18 Several Residents	

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20 *The following is a summary of the discussions and actions taken.*

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22 **FIRST ORDER OF BUSINESS**

Call to Order and Roll Call

23 Mr. Falduto called the meeting to order, and Mr. Koncar called the roll. A quorum was
24 established.

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26 On MOTION by Mr. Horsman seconded by Ms. Teter with all in
27 favor Mr. Antosh and Mr. Russo were approved to attend the
28 meeting via Teams. 3-0

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30 **SECOND ORDER OF BUSINESS**

Pledge of Allegiance

31 The Pledge of Allegiance was recited.
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34 **EIGHTH ORDER OF BUSINESS**

Old Business

35 **A. Landscaping**

36 Mr. Falduto stated the purpose of the continued meeting was to approve an RFP for
37 distribution for landscaping in Heritage Oak Park.

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On MOTION by Ms. Teter seconded by Mr. Horsman with all in favor distribution of an RFP for landscaping in Heritage Oak Park was approved. 5-0

Mr. Koncar stated they circulated a re-draft of the RFP. They changed the dates and did some edits to the material in there. It was reviewed by District Counsel and he did not have any issues with it. If the Board approves it, it will be advertised as soon as possible and distributed. January 9, 2025 will be the deadline for submission of questions and the proposals will be due February 3, 2025. The mandatory pre-bid meeting was eliminated.

Ms. Teter asked if they will be doing a repeat of the golf cart parade with the interested vendors. Mr. Koncar responded no because that was part of the mandatory pre-bid meeting. The scope of services in the RFP covers mowing and general landscape maintenance only.

Mr. Antosh recommended they do hold a pre-bid meeting to reiterate what the RFP says and what is expected. He made comments on the RFP package. He thinks the package needs to be clearer where a bidder can tie a scope to a definition of scope to how to price it. He noted some are shown in the draft as struck items to delete the requirements for the bidders to demonstrate proficiency in irrigation since it is not an irrigation contract. On the Table of Contents page it looks as if part five and part six are duplicated. It is listed under proposal forms and then also separately under part six, which is where they should strike irrigation.

He could not see Exhibits B & C. In section 11 it indicates we would answer questions submitted by email and the next sentence says any question has to be answered as an addendum. He asked if the intent is to email the addendum to all prospers. Mr. Koncar responded there is the deadline for submission of questions by bidders and all bidders still in the process will be emailed any addendum. Every question submitted goes to every bidder.

Mr. Antosh stated item 19 in the instruction to bidders has a clause where it says the contractor has to continue to work even if their contract has expired or been terminated. He does not understand how that works. Mr. Koncar stated that provision is in there because there have been situations in the past where some bidders decide they want to stop work, and this keeps that from happening. They do not decide when they start or stop work. In terms of the contract, there

70 were instances where they had to continue a contract on a month-to-month basis until we can get
71 the RFP finalized. It prevents the District from being left without a landscape provider.

72 Mr. Antosh asked if everything that is struck will be deleted. Mr. Koncar responded yes,
73 what is struck will be deleted and what is underlined will be added.

74 Mr. Antosh stated the pricing page indicates the OTC is in item four, not part of item three,
75 but on the page where it defines OTC, it says that is not supposed to be part of the bid. Mr. Koncar
76 stated normally it is worded that way because the base bidding includes the first four parts. The
77 OTC is something which is done at the request of the Board once the contract starts and it depends
78 on what the situation is, whether or not you have to do the OTC. Mr. Antosh stated it specifically
79 says it is in the base bid on the proposal sheet. Mr. Koncar stated it is because we need to have a
80 price for that in the event we need to do it. Mr. Antosh stated in one part it says it is in the grand
81 total and in another part, it says it is not part of the grand total. Mr. Koncar will look at it.

82 Mr. Antosh stated it indicates in proposal forms that if the contractor wants to increase the
83 pricing due to a calendar year change, then he should copy it and make additional submittals, but
84 the grand total itself is shown as increased prices. Are they to presume the contractor is going to
85 increase the price on that and is it only the unit prices they are looking for the contractor to make
86 additional pages. Mr. Koncar responded the reason it is in there that way is because in this case
87 there is a difference between when the contract begins in the fiscal year as opposed to a calendar
88 year. It is in there to eliminate any concerns about pricing of when the contract begins and when
89 it ends in relation to the fiscal year for the District.

90 Mr. Antosh stated page 32 of the pricing forms has a place where they are put total hourly
91 storm cleanup, but later we ask for individual prices for particular equipment and particular
92 manpower for that same purpose. How would the bidder know what the total is if they do not know
93 the extensiveness of the storm cleanup. Mr. Koncar responded we are looking for a unit price
94 usually by hour on what it will take to do the cleanup, and that would include labor plus the cost
95 of equipment. Mr. Antosh asked how the bidder will know the total dollar to bid for fertilization if
96 the RFP does not specify what the turf area is and what grass they want planted. Mr. Koncar will
97 look at that. The RFP requests four applications of fertilization and he thinks two are sufficient. In
98 an upcoming Charlotte County Ordinance for fertilization, which has not passed yet, there is no
99 nitrogen or phosphorus to be added for four months of the year. Mr. Antosh stated the ordinance
100 passed in 2022, but RFP still shows pending. Mr. Falduto noted in the past they have gotten the

101 four fertilization and during the time of year that no nitrogen is allowed, they have used fertilizer
102 that does not contain nitrogen. Mr. Antosh stated it would be a different product and questioned if
103 they would have a different price.

104 Mr. Antosh stated on page 35 they are asking the bidders to provide unit pricing from what
105 Mr. Koncar discussed before, these prices do not go in the grand total of the proposal, but we have
106 them to negotiate additional services. This is more of a definition of removal of leaves per
107 truckload. Is that only the truck or the labor to collect the trees and put them in the truck and
108 dispose of them. Mr. Antosh asked how the bidder will know the difference in the mowing unit
109 prices to bid properly. Many items are undefined as written. Mr. Koncar stated they need to include
110 it there in case they need additional services. Mr. Antosh asked what the difference between the
111 mowing in the boxed area is as opposed to the mowing area on item O, under the rates for
112 additional services. Mr. Koncar responded the box unit is going to be the standard scope of service
113 for mowing. The other is if there will be additional mowing needed due to excess rain causing the
114 grass to grow faster.

115 Mr. Antosh noted he was under the impression that leaves were not being addressed by this
116 RFP, but it is in the scope for debris removal under general landscape maintenance. That may be
117 a reason why the pricing was higher than expected. Mr. Koncar stated the Board is going to have
118 the chance during the contract negotiations as to whether they will include it in there. It was an
119 issue discussed in the past regarding the past contract regarding the lack of leaf removal in the
120 proposal so we can show it as an alternative, and the pricing for it, but it would not be part of the
121 base contract unless the Board wanted it to be done.

122 Mr. Falduto entertained a motion to include a pre-bid meeting for prospective bidders to
123 come in and look at Heritage Oak Park.

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Mr. Horsman MOVED to include a pre-bid meeting on the RFP and 126 Ms. Teter seconded it.

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128 Discussion ensued and the suggestion was made to provide a three-day window for
129 prospective bidders to look at the property. Mr. Falduto suggested the week of January 13, 2024.
130 The question period would have to be changed to January 20, 2024. Mr. Koncar suggested if they
131 are going to do a pre-bid meeting, it be done in one day because it can cause confusion amongst

132 the prospective bidders. Discussion ensued and Mr. Koncar suggested doing it the afternoon of the
133 January 16, 2024 meeting.

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135 On MOTION by Mr. Horsman seconded by Ms. Teter the previous
136 motion was amended to include a pre-bid meeting on January 16,
137 2024 at 1:00 p.m. and change the questions deadline to January 20,
138 2024, with all in favor, the motion passed. 5-0

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140 Mr. Horsman stated he went through the RFP this morning and realized they are a
141 government entity. The qualifications cut some people out. Then some of the numbers that came
142 through were not the real numbers. Thing got convoluted. If they were to pick up the middle
143 contract for the real proposed number, which he found out this morning, it would increase the
144 assessments in two neighborhoods by \$48 a quarter. One of the bids came is from a company that
145 has done work for the District before, and it was \$50,000 less than what is being paid now. As
146 President of the HOA, he would have a hard time signing an interlocal agreement if there are other
147 options. They need to be fair to the whole community.

148 Mr. Russo asked if this is going to be just for the three companies or will it be out for bid
149 like the last time. Mr. Koncar responded it will be a new bid and suggested they put in the RFP
150 that the pricing will be good for 60 days.

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152 On MOTION by Mr. Horsman seconded by Ms. Teter to issue the
153 RFP for landscaping for Heritage Oak Park as it is, only deleting the
154 irrigation reference and restoring the pre-bid meeting with
155 Mr. Horsman, Ms. Teter, Mr. Falduto and Mr. Russo voting aye
156 and Mr. Antosh voting nay, the motion passed. 4-1

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158 Mr. Horsman noted in the event Mainscape decides to back out, they will need to address
159 it.

160 Mr. Russo asked if Mainscape terminates the contract, is the District at risk of losing them
161 as their irrigation contractor. Mr. Falduto responded they kept the two contracts separately so if
162 there was an issue with the landscaping, it would not affect the irrigation.

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164 **TWELFTH ORDER OF BUSINESS**

Audience Comments

165 None.
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171 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

172 There being no further business,

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On MOTION by Mr. Horsman seconded by Mr. Antosh the meeting was adjourned.

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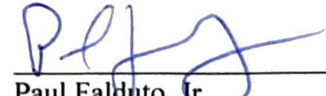
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Secretary/Assistant Secretary



Paul Falduto, Jr.
Chairman