

**MINUTES OF WORKSHOP AND MEETING  
LEXINGTON OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

A workshop and regular meeting of the Board of Supervisors of the Lexington Oaks Community Development District was held Monday, March 13, 2006 at 8:30 a.m. at the Lexington Oaks Clubhouse, 26304 Lexington Oaks Boulevard, Wesley Chapel, Florida.

Present and constituting a quorum were:

Peter Hanzel	Chairman
Don Peters	Vice Chairman
Patricia Dwyer	Assistant Secretary
Alison Berke Morano	Assistant Secretary
Maxine Carlson	Assistant Secretary

Also present were:

Andy Mendenhall	Severn Trent
Shawn Millard	Clubhouse Manager
Tommy Medlock	OLM
Numerous Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Hanzel called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the February 9,  
2006 Workshop**

Mr. Hanzel stated each Board member received a copy of the minutes of the February 9, 2006 workshop and requested any additions, corrections or deletions.

Mr. Peters asked is the first item on page seven related to capital contracts or will it include items such as hose bibs, security, etc.?

Mr. Hanzel responded the intent was to allow the bids to be sent to Severn Trent and not to our office for security purposes.

Ms. Dwyer stated the minutes are confusing because names are not listed with the remarks.

Mr. Hanzel stated we would like to see names with remarks.

Mr. Peters stated on page eight the motion does not state who will send the letter to Luke Brothers.

Mr. Hanzel stated there is an implied message Severn Trent will send the letter to Luke Brothers. On page three correct the spelling of Hanzel.

On MOTION by Ms. Dwyer seconded by Ms. Morano with all in favor the minutes of the February 9, 2006 workshop were approved as amended.

**FOURTH ORDR OF BUSINESS**

**Discussion of Methodology for Fair Allocation of Gate and Entrance Light Costs**

Mr. Hanzel stated the next item is a discussion of methodology for fair allocation of gate and entrance light costs.

Mr. Hanzel moved to approve charging Churchill, Remington and Pimlico Villages \$400 each for this fiscal year which is the same amount currently charged to Hawthorne and Preakness Villages to provide electricity for the lights and operation of the entrance gates and to authorize Severn Trent to send the invoice to Sterling Management Company and Mr. Peters seconded the motion.

Mr. Peters asked are we speaking about Churchill, Remington and Pimlico?

Mr. Hanzel responded yes.

Mr. Peters stated the issue is the equity of the situation. There are two elements; the lights and the electricity to operate the gates. If they are equal then each village will pay \$200 for the lights because the cost is the same anywhere they are on. Operating the gates can be calculated by the number of homes which will indicate how many times the gates open and close. There are 113 homes in Preakness and 54 in Hawthorne and if the remaining money is divided by the number of homes it comes out to Preakness paying \$470 and Hawthorne \$330. This satisfies the concern about equity. I do not have a problem with each paying \$400

Mr. Hanzel stated the issue is we voted and approved charging Hawthorne and Preakness \$400 in the 2006 budget. This can be amended in the 2007 budget. The reason I decided on

\$400 for all five of the gated villages was because two are already gated and the enclosed chart indicates Churchill pays \$290, Remington pays \$286 and Pimlico pays \$400 per year. The lighting is the same whether there are 100 or 500 homes in the village.

Mr. Peters stated why are Pimlico's entry and exit gates so much higher?

Mr. Hanzel responded they draw more electricity. A certified electrician took the readings indicated in the first two columns. This is an estimate, there are no meters.

Ms. Dwyer stated we can charge \$400 this year and then re-evaluate it during the next budget season.

Mr. Peters stated I agree. Do we send Churchill, Remington and Pimlico a bill for \$400?

Mr. Hanzel responded yes.

Ms. Dwyer stated we send the HOA the bill.

The prior motion with all in favor to approve charging Churchill, Remington and Pimlico Villages \$400 each for this fiscal year, which is the same amount currently charged to Hawthorne and Preakness Villages to provide electricity for the lights and operation of the entrance gates and to authorize Severn Trent to send the invoice to Sterling Management Company was approved.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

There not being any, the next item followed.

**B. Project Manager**

Mr. Millard stated Ms. Martin, a licensed tennis instructor is interested in giving lessons using our tennis courts on Monday, Wednesday and Saturday from 3 p.m. to 6 p.m. for a fee of \$40 per hour for private lessons and \$12 per hour for group lessons.

Ms. Dwyer stated if she is using the court we should charge her a flat fee.

On MOTION by Mr. Hanzel seconded by Ms. Morano with all in favor a flat fee will be charged to a licensed tennis instructor to provide lessons at the Lexington Oaks tennis courts.

Ms. Morano asked have you checked her references?

Mr. Millard responded I called Heritage Community and everything is fine.

Ms. Morano asked is the swimming issue different because they use the entire pool. We discussed charging more for swimming lessons because there a larger number of students take the classes.

Mr. Hanzel responded we should deal with each separately.

Mr. Peters stated it should be a flat fee otherwise she can say she only had one person.

Mr. Hanzel stated she does not live in the community and residents are concerned about outsiders coming in and using the facilities.

Mr. Dwyer asked have there been requests from residents to give tennis lessons?

Mr. Hanzel responded I do not know. We should charge her \$1,200 per month for the use of the tennis courts. We must assume the residents will be inconvenienced and she is charging a substantial fee for lessons.

Ms. Carlson joined the meeting at 8:55 a.m.

Ms. Morano stated if she is using the court for three days for three hours she may not be able to pay this amount.

Ms. Dwyer stated \$1,200 a month is too high.

Mr. Hanzel stated we charge \$150 for the use of this facility. I factored in the fair amount of \$100 for each time she wants to use the tennis court and multiplied it by three times the number of weeks in a month and came up with \$1,200. If we are going to bear the brunt of criticism from the community about people using our facilities we need to justify it. One way to justify this is by revenue coming into the community.

Mr. Peters stated if she charges \$40 an hour for individual lessons and has one every hour, three hours per day, three days per week it equals \$360 a week. This amount times four weeks equals \$1,440 and if we charge her \$1,200 she will not come here.

Mr. Hanzel asked do we want her here?

Ms. Dwyer asked will it make a difference if she gives the lessons to residents only?

Mr. Hanzel responded yes.

Mr. Peters stated if it is for residents only make it \$200 per month.

<p>On MOTION by Mr. Hanzel seconded by Ms. Carlson with all in favor the prior motion was amended to reflect a flat fee in the amount of \$200 per month will be charged to the licensed tennis instructor to provide lessons to residents only, using one Lexington Oaks tennis court.</p>
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Mr. Hanzel stated the next item is discussion of the swim school.

Mr. Hanzel moved to charge Brenda Swim School a fee of \$1,200 per month to use the swimming pool and Mr. Peters seconded the motion.

Mr. Hanzel stated she meets three times per week, has almost the exclusive use of the shallow end of the pool and draws students from a number of locations including the preschool across the street.

Mr. Peters asked what did we charge last year?

Mr. Hanzel responded \$200 per month. Residents are concerned because she has exclusive use of the shallow end of the pool. I feel we need to charge more than \$200 per month.

Ms. Dwyer asked what hours does she use the pool?

Mr. Millard responded Tuesday, Thursday and Friday from 9:00 a.m. to 10:00 a.m. and 2:00 p.m. to 8:00 p.m.

Mr. Hanzel stated she also brings the children from the preschool here. I have no problem informing her this will be her last year.

Ms. Dwyer state it is a service the residents appreciate but her fee should be increased.

Mr. Hanzel stated I do not know how many residents take part in the classes.

Mr. Peters stated with so many children drowning today, this is a good service to provide even if it includes non-residents.

Mr. Hanzel stated the fee needs to be more than \$200 per month.

Ms. Dwyer asked does the District receive a percentage?

Mr. Hanzel responded no.

Mr. Peters stated \$500 per month will provide an income of \$6,000 a year to the District. The motion should include a sign up for liability including addresses.

Mr. Hanzel asked what if we went to \$600 per month.

Ms. Carlson responded \$500 per month is fine. It is a big jump from \$200 per month.

Mr. Hanzel stated it has been \$200 per month for the last four years.

The prior motion with all in favor was amended to reflect Brenda Swim School will be charged \$500 per month for the use of the

swimming pool and include student addresses in the liability sign up.

Ms. Dwyer asked was the pressure washing completed?

Mr. Millard responded no.

Mr. Peters asked did we receive additional quotes on the replacement signs?

Mr. Millard responded yes.

Mr. Peters asked what is the status of the other outstanding items on the list?

Mr. Millard responded the water fountains are ordered. I received one bid for \$2,100 for the two electrical outlets.

Mr. Hanzel stated proceed and get it done by the weekend.

Mr. Millard stated I received two bids for the security system.

Mr. Peters stated the bids should be consistent.

Mr. Hanzel stated Mr. Millard went to Brandon Lock & Safe because they had the contract originally and he has been dealing with them for the last four years. I went to Accurate because the representative was here. He and I walked around and I told him what we needed based on discussions with the Board. The only real difference was we talked about putting security out front. Since we are not going to install a gate, Accurate suggested the installation of a system which takes photos of vehicle tags entering. If we ever have a major incident there is a record of tag numbers. Mr. Millard should take the Accurate concepts for criteria and send it to Brandon Lock & Safe so their proposals are consistent.

Mr. Millard stated I received a bid from another company who included the entrance area.

Mr. Hanzel stated I informed Mr. Hamilton to begin work on the roundabout. Do we need an engineering report for the solar heating of the pool?

Mr. Mendenhall responded I do not think it is necessary because you are just adding panels, but I will check.

Mr. Peters stated we have gone through this. Let's do something and get it done. One person should know the status of each project.

Ms. Dwyer asked is a site survey necessary for the playground expansion?

Mr. Mendenhall responded yes because of the structural requirements and finding a suitable location for the expansion.

Ms. Dwyer asked how long will this take?

Mr. Mendenhall responded it depends on the engineer.

Mr. Peters stated we received a quote from Aquatics System for comparison with Aquagenics. Their quote was \$1,700 per month totaling \$20,400 and our budget is for \$20,000. Are they better than Aquagenics?

Mr. Hanzel responded I think so. We asked Mr. Millard to get two bids using the same criteria previously presented to us, including weekly inspections and the addition of fish if we receive permission to put them in. There were eight or nine items to include in the criteria.

Mr. Peters asked are we going to get one more bid?

Mr. Hanzel responded it is what the Board agreed on.

Mr. Peters asked can we get another quote by March 23, 2006?

Mr. Millard responded yes.

Mr. Peters stated there was a question of getting the software from Sterling.

Mr. Hanzel stated they will not give us the software.

Ms. Carlson asked will Mr. Millard set up the training for this software?

Mr. Peters responded we agreed to pay Accurate \$75 per hour to do the training.

Mr. Hanzel stated Mr. Millard should call Sterling and request a copy of the software.

Ms. Dwyer asked what is the status of replacing the plants?

Mr. Millard responded we received two bids, one from Luke Brothers for \$11,409 and another for \$5,000. Cedarwood charges \$35 per man hour to remove and put down additional mulch so the two bids cannot be compared.

Mr. Hanzel stated we should table this landscaping issue until we get a landscaping company who will not allow things to deteriorate like they have. We are not sure how much money is available and the landscaping company issue is not resolved. We do not know if the letter was sent to Luke Brothers.

Mr. Mendenhall stated I will check on this.

Ms. Dwyer asked what is the status of the monument repairs?

Mr. Hanzel stated Mr. Millard indicated he and a maintenance employee can take care of this.

Mr. Millard stated we will work on this.

Mr. Peters asked are the quotes for the entry based on our specifications or is it each companies idea of what should be done?

Mr. Millard responded Luke Brothers quote is based on what we have and what is not there.

Mr. Peters asked is it for replacement items?

Mr. Millard responded yes.

Mr. Peters asked is it consistent with the other bid?

Mr. Millard responded no.

Mr. Peters stated I agree. We should wait until we know how much money is available and what happens with the landscaping company before proceeding.

**C. District Manager – Resignation of WilsonMiller and Status of RFP for New District Engineer**

Mr. Mendenhall stated enclosed for the Board's review is a copy of the proposal from Florida Native Nursery, Inc. They will coordinate with Mr. Millard when they are on-site and about what work they are performing.

Ms. Morano asked is this work needed to meet county criteria?

Mr. Mendenhall responded it is a state standard to maintain mitigation areas for a period of five years.

Mr. Peters asked does the statute require it be done monthly?

Mr. Mendenhall responded no.

Mr. Peters what if it was done quarterly?

Mr. Mendenhall responded I spoke to the person at King Engineering who files the report and informed them Florida Natives Nursery is conducting monthly service. He informed me it can be done less frequently.

Ms. Morano stated the proposal states "...on a monthly basis for duration of contract (One (1) Year) or until areas have achieved success criteria as determined by SWFWMD."

Mr. Peters asked are there other firms performing this service? We should seek proposals from other firms.

Mr. Mendenhall responded I can find out what companies provide this specific service and coordinate with Mr. Millard to seek proposals. The specifications will be standard because there are specific regulations.

Ms. Morano asked after the site meets criteria how often is it revisited?

Mr. Mendenhall responded there is a follow up schedule. I will find out what the frequency is and if it must be done with a particular vendor or if it is state regulated.

Mr. Peters stated I feel it is worth seeking additional quotes for cost and frequency.

Mr. Mendenhall stated the report is semi-annual and maintenance can be done less than monthly.

Mr. Peters asked does King Engineering submit a report?

Mr. Mendenhall responded yes.

Mr. Peters asked do they charge us for the report?

Mr. Mendenhall responded I will check on this. Florida Native Nursery, Inc. visits monthly, checks the areas and gives a report to King Engineering. King Engineering prepares and submits the semi-annual mitigation report for those areas.

Mr. Hanzel stated this item is tabled pending quotes from other vendors and Ms. Morano contacting SWFWMD to find out what the requirements are.

Mr. Mendenhall stated we received an official resignation letter from WilsonMiller. A Request for Proposal for engineering services was advertised and as of March 9, 2006 none were received. I contacted a company in Tampa who may be interested in performing CDD work and am waiting to hear from their marketing individual. Engineering firms are happy to perform work in new communities which are developer led. They become less interested in dealing with the CDD after completion. There are only three engineering firms who consistently work within our communities, one of which is WilsonMiller. The company I spoke with seems interested and we are making inquiries of other engineering firms.

Ms. Morano asked will WilsonMiller complete the surveys?

Mr. Mendenhall responded we are trying to gauge the level of their involvement during the transition period. Mr. Piercefield did indicate a new employee with CDD experience may get involved. We must meet again to discuss exactly what will be required of them during the transition.

Mr. Peters stated it is going to be difficult to find an engineering firm to take over midstream.

Mr. Mendenhall stated yes, it will be difficult.

Mr. Peters stated we spoke about Mr. Piercefield and/or WilsonMiller working on a transition basis. I requested we get ponds 1B and 5A completed on a contract basis. Has this option been explored?

Mr. Mendenhall responded not by me. I will follow up with Mr. Fernandez.

Mr. Hanzel stated I would like a letter drafted stating we already paid WilsonMiller thousands of dollars through Mr. Piercefield to establish a bid process for the ponds identified as requiring work in this community. We should ask them to honor this portion of it. If we go to another company, money will be spent on work already performed. I reviewed invoices received from Mr. Piercefield in the past and feel confident WilsonMiller will be receptive to this if it is proposed. I think they will recognize they have an obligation because they received funds for this amount of work.

Mr. Peters stated I do not think it will work. Mr. Robin is working with King Engineering who has a large stake in this. I do not have any faith they will comply with what I think is their moral obligation to get ponds 1B and 5A completed. They are working with Pulte Homes to get evidence as to who owns the road from the traffic circle out and it has taken them a year and a half to complete a survey to deed the clubhouse to us.

Mr. Hanzel stated there are a lot of issues out there. We allocated "x" amount of dollars for these ponds and it is an issue which keeps coming up.

Mr. Peters stated we allocated money for ponds 17 A & B and 1B. We did not allocate any funds for pond 5A.

Mr. Mendenhall stated they indicate in their resignation letter they will provide assistance during the transition to a new engineer. They will bill the District hourly for services rendered during this transition.

Ms. Carlson asked is there proof they received payment?

Mr. Hanzel responded there are invoices.

Ms. Carlson stated have Mr. Robin write a letter showing copies of the invoices and checks written to GeoSurv. Once they acquired GeoSurv, they took on the responsibilities of the company and their uncompleted projects. This will notify them we feel they are not living up to their responsibilities which they were paid for.

Mr. Mendenhall stated I will follow up on this. I spoke with Withlacoochee and all the street lights are leased. There is no option to own the lights available. The rate is \$11.07 per light per month. We tried to contact Mr. Murray of Pulte Homes to request a list of projects they plan to submit to the CDD for payment but he has not responded.

Ms. Morano stated to move things along, perhaps individual Board members can work on getting information for these projects from vendors. If we have information on the fitness and playground equipment ready, it will prevent delay when the survey is completed.

Mr. Mendenhall stated in other Districts, if there are a number of projects going on, Board members take on a sponsorship role to oversee particular projects and report back at meetings.

Mr. Hanzel stated some of the projects are already in play. We are trying to get items ordered and the process started. Mr. Millard has a book with descriptions of the playground equipment. The fitness center is in Severn Trent's hand because they are supposed to pay the engineering and architectural firm. The water fountains are ordered.

**SEVENTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

Mr. Piper stated my backyard is deteriorating into the pond because of bank erosion. In the last two years the back end of our property has shifted and the pond has grown since the time it was built. It is eroding our entire bank and has cracked the foundation of our porch.

Ms. Dwyer asked what is your address?

Mrs. Piper responded 25323 Lexington Oaks Boulevard. Mr. Hanzel looked at it over the weekend. We are proposing to stabilize the area in front of the pond by building it up with additional soil to ease the constant erosion.

Mr. Hanzel stated this problem is not unique. They are suggesting a simple solution but it is a more complex problem because there are other homes in this area where the backyards are shifting. I think we must get SWFWMD and the District Engineer involved because of the waterway. The pond is very shallow. The same thing happened to Mr. Mule's pond where the soil is filling in the pond and there is not enough depth to hold additional water during the rainy season. Frustration occurs because we do not have a District Engineer to help with this and I do not know what to suggest. I do not want residents to incur an expense which may be a District problem.

Mr. Peters stated Pulte Homes repaired Mr. Mule's pond.

Mr. Hanzel stated we can draft a letter to Pulte Homes.

Mr. Peters stated it is a Pulte Homes issue and we do not need a District Engineer to get it done. He was not involved in Mr. Mule's repair but SWFWMD should be consulted.

Mr. Hanzel asked can you draft a letter to Pulte Homes with a copy to each Board member?

Mr. Peters stated we should have SWFWMD come out and look at it.

Mr. Hanzel stated inform them because of our concern with the rainy and hurricane season approaching we would like this matter rectified as soon as possible.

**SIXTH ORDER OF BUSINESS**

**Presentation by OLM Regarding Management of the Landscape Bid Process**

Mr. Mendenhall stated Mr. Medlock from OLM will present information regarding management of the landscape bid process for the District. I was Chairman of the Northwood CDD and we hired OLM for our landscape issues. OLM was able to get competitive quotes from different companies which were less than we ever paid.

Mr. Medlock stated our company prepares specifications and standards for communities and office complexes. Landscaping is a hands-on, weather-driven item and we make sure the property is protected. We hold a pre-bid meeting to make sure all the contractors understand what is required. When they turn in their bid, 75% of the cost is what we call their base pay. The other 25% is given to them after they meet the standards set forth in the specifications. This makes them bid what is in the specifications and we receive competitive bids. We do not always save people money but we set very high standards and realistic expectations to protect the property and make it look the way it should. We get a higher level of service for the same amount. Step one includes preparing the specifications and standards, putting together a bid summary for the community, helping select the best contractor with the bids still controlled and approved by the HOA or the CDD and putting a spreadsheet together working with Severn Trent. When the bids come in we meet with the Board to help find the best contractor. The installment payment makes the contractors bid correctly. We can also perform a monthly site inspection to enforce the specifications. These are two different services and we recommend starting with getting the right contractor. After this process is completed the Board can decide how they want to proceed. We did over 3,000 site inspections last year and have over \$50,000,000 worth of landscaping contracts. It is important we are consistent, fair and support Severn Trent in their property management. We get you results and are tough with the contractors. A checklist and rate sheet are used for the walk through. The rate sheet states if the contractor scores 87 or above full invoice payment should be processed. If they score below 87

we inform you we do not believe you received the services promised in the agreement. This makes the contractor pro active instead of reactive and they know they must be consistent in their performance.

Mr. Peters asked what happens if they receive a score of 80?

Mr. Medlock responded they lose 25%; it stays in the operating budget. You only process 75% of the month's payment.

Ms. Dwyer asked what is your fee for the first part of this proposal?

Mr. Medlock responded we put the bid process together with Severn Trent and receive payment only if we save you money. We get a percentage of the savings of the first year. We call it a no risk agreement because there is no out of pocket fee to you. We want the District to see the value of using us as a monitoring service.

Mr. Hanzel asked what is the fee for the monthly walk throughs?

Mr. Medlock responded it ranges between \$1,000 and \$1,500 per month. There is a 30 day cancellation clause if you are not satisfied. This is an option for the District after the first step is completed.

Mr. Peters asked do you evaluate the irrigation system and the plantings and decide what needs to be done?

Mr. Medlock responded we do not perform design work. We look at what you have and develop a maintenance program. We do not inspect every head of the irrigation system. When the maintenance service comes in they will be required to conduct a complete evaluation of the present system. The bidders will estimate the cost to maintain the system. We prepare the specifications and present them to the Board for approval and then set up a timeline for the process. Each step of the process is laid out in a spreadsheet.

Mr. Peters asked do you want to review the existing contract?

Mr. Medlock responded yes. We will review your existing contract and put an agreement together. We are here to develop the correct specifications for the community.

Ms. Carlson asked is there an additional charge if something happens and you need to return after your monthly inspection?

Mr. Medlock responded we have consultants in the area every week. If there is a problem they can be here in three to five days. If things are going well and the system is working we will not have to visit often.

Ms. Carlson asked are the bidding companies aware you will be involved in the selection process?

Mr. Medlock responded yes, when if it is advertised through Severn Trent. When they pick up the specifications there is contact information for OLM.

Ms. Carlson stated the companies know you are involved and if they fail they will lose 25%. Will they include the cost of the hold back in their contract?

Mr. Medlock responded if they do this they will be out of the ballpark. They must do it correctly. This is why we perform the service as a no risk. If it does come in more you do not have to accept the bid and you can go back out for new bids. Out of the eight done in the last three years only one has been higher than they were even with the standard acceptance. We have proven this does not happen.

Mr. Peters asked is it a multi-year contract with cancellation?

Mr. Medlock responded we recommend a year one, two and three contract. You can have a 30, 60 day or whatever you want as a cancellation.

Ms. Carlson asked is it difficult to know the reputation of the many companies in this area because you are located in Atlanta?

Mr. Medlock responded I worked in the Tampa market since 1980. Last year we performed over 200 site inspections in Tampa and are familiar with the contractors. This is all our company does. This system weeds out all the companies who should not be bidding on a property of this complexity.

Ms. Carlson asked do you handle many Severn Trent properties?

Mr. Medlock responded we handle eight for Severn Trent.

Ms. Carlson asked how large is your staff?

Mr. Medlock responded we employ six Atlanta consultants plus four others and handle 300 sites around the country. Inspectors visit areas for three to four days and inspect sites in close proximity to each other.

Ms. Carlson asked do we have to develop any of the specifications?

Mr. Medlock responded we develop the specifications and present them to the Board for approval. We have a pre-bid meeting to review the specifications and they also meet with Severn Trent.

Ms. Carlson asked do the bids come to Severn Trent?

Mr. Medlock responded yes.

Ms. Carlson asked do the landscapers meet with the committee?

Mr. Medlock responded yes. Severn Trent performs the legal requirements and we support them.

Ms. Carlson asked how long does it take to prepare the specifications?

Mr. Medlock responded the whole process once advertised takes about 30 days.

Mr. Hanzel asked what do you need from the Board to get started?

Mr. Medlock responded the size and specifications of the community and a copy of the current contract. I will review the information and send an agreement to the Board. I will indicate the cost of the second stage but you do not have to act on it now.

Ms. Carlson asked what percentage do you receive if the company selected is at a savings?

Mr. Medlock responded 50%. The District receives the other 50% in its operating budget.

Ms. Morano asked do you have a typical average savings?

Mr. Medlock responded anywhere from zero to \$50,000.

Mr. Hanzel asked does the contract include additional work?

Mr. Medlock responded no. This is for your basic landscape maintenance. We review any additional work for price and need.

Ms. Carlson asked are there additional charges for the service?

Mr. Medlock responded it is part of the monthly service package.

Mr. Peters stated one of our current major issues is the irrigation system. As part of the walk through does the bidder look and indicate its condition? Who is responsible if a mainline breaks?

Mr. Medlock responded typically it is the CCDs responsibility. It can be written into the contract either way. If a mainline breaks because it is bad the CDD pays. Irrigation maintenance is a 15 point item. It is the reason 90% of plants die and typically due to over watering. Within 60 days 80% of your irrigation problems will improve because with money on the line and the use of our grading system the work will be done properly. We do not get a percentage of the funds not paid to the contractor because of incomplete work. If they pass every month, it makes us look good. We promise to get you consistency not turmoil.

Mr. Peters stated who pays for repairs?

Mr. Medlock responded the CDD pays for mechanical malfunctions of the system.

Mr. Hanzel stated our current contract states they are responsible for all irrigation repairs.

Mr. Medlock stated we can include it in the specifications. This is easier for the Board because they do not have to worry about overages. I recommend not including the clocks and wiring of the system.

Mr. Peters asked would the system analysis performed a year ago by an independent company who is not our current landscaper help you?

Mr. Medlock responded yes.

Mr. Hanzel asked what do you need from us?

Mr. Medlock responded the present contract and we will send an agreement to you for review.

Mr. Hanzel asked is there a cost for the contract?

Mr. Medlock responded no.

Mr. Hanzel asked can the monthly inspection be included in this contract?

Mr. Medlock responded the inspections are separate.

Mr. Hanzel stated you must inspect the individuals to check if they are performing the work.

Mr. Medlock stated you do not have to cancel your present contract. You can go through this process, see if there is an advantage and then give them 30 days notice.

<p>On MOTION by Mr. Peters seconded by Mr. Hanzel with all in favor OLM, Inc. Services will be provided a copy of the present landscape contract and any other documents needed to proceed with the process to prepare specifications for a landscape maintenance bid package.</p>
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Mr. Mendenhall asked do you deal with mitigation reporting?

Mr. Medlock responded yes. We have a set of mitigation specifications and will be glad to add this if requested.

Ms. Morano asked do you know what the SWFWMD requirements are?

Mr. Medlock responded no. We have general specifications and do not get into the regulations or reporting.

**SEVENTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience  
Comments Continued**

Mr. Dwyer stated residents are concerned about the lighting on Lexington Oaks Boulevard. We found out the street lights are leased.

Mr. Hanzel stated we can ask Mr. Hamilton, the engineer who made the presentation to the Board on the circle. We have 238 type 130 lights which is an Arlington post top, 238 lights of the 950 series which is a 12 inch aluminum design, 11 of the 140 design which is a shoebox, 16 of the 910 lights which is a 30 foot concrete post type and five of the 105 lights which is a closed in cobra head light. We can identify how many additional lights we want installed.

Ms. Dwyer stated I will take a look and decide where the additional lights should be installed. Can we install lights by the monuments?

Mr. Hanzel responded yes. I can ask Withlacoochee if they can do it. They only charge for materials.

Ms Dwyer asked should we put the Fine Committee meeting on the calendar?

Mr. Hanzel responded I am concerned they will bump one group out of here.

Mr. Peters stated you do not have to bump them out. The Fine Committee enables the community to work. They are asking for one meeting per month at 6:30 p.m. on the third Thursday. We can put it on the schedule and the bridge club which meets every Thursday can reschedule or cancel their third Thursday.

Mr. Hanzel stated Mr. Millard will inform them it is okay for them to meet.

Mr. Peters stated Ms. Barr, who is chairing the committee, requested an exclusive key for the one day a month meeting and I said no.

Mr. Hanzel stated I informed her there are no take home keys to this facility for residents, groups or organizations. There is sufficient staff available to allow residents in and out.

Ms. Dwyer asked was a sign policy drafted?

Mr. Hanzel responded no because Mr. Fernandez informed me the CDD is under the signage rules and regulations of the county. I have no problem with preparing our own policy for signage within the community. I can draft something and bring it to the Board at the next meeting. My suggestion is if someone wants to put a sign up they must receive permission from Mr. Millard. The signs can be put out no earlier than 4:00 p.m. on Friday and removed by 6:00 p.m. on Sunday. There can be exceptions, I asked the golf course to make a professional sign advertising their food items. The community has put time and effort into getting the facility open and there has not always been communication to the community and this will help get the information out. They are advertising in the newsletter with a coupon. We are concerned about

the handmade open house and garage sale signs showing up all over the community, especially on the weekends.

Ms. Dwyer stated we should follow the county ordinance. We can install a bulletin board to eliminate all the signs.

Mr. Hanzel stated I want to put up an electronic sign controlled from inside and located where the CDD and Women's Club sign is.

Mr. Mendenhall stated another CDD had a similar issue and Mr. Ricciardi worked with them on signage. I can ask him to get in touch with you to discuss the matter.

Mr. Peters stated you can get the information from him and we will deal with you.

Mr. Mendenhall stated there was a similar issue where I live. We installed a large sign on the back of our guardhouse and split the cost with the HOA. The CDD Board does have the authority to remove signs because you are responsible for county property.

Mr. Hanzel stated I will draft something and present it to the Board. I like the idea of a rotating sign and we can charge a fee to residents for noticing their sale or event.

Ms. Carlson asked I agree the signs look awful but do we have the right to interfere with someone being able to sell their home?

Ms. Morano responded the county ordinance was written to get rid of these signs. This subject is brought up at every county meeting I attend and eventually they will fine each community who allows the signs.

Ms. Carlson stated we must make sure every resident is informed when a solution is reached and include a statement informing residents the community can be fined if we do not comply.

Ms. Dwyer stated residents are allowed to place a sign on their lot.

Mr. Peters asked is a policy for posting notices inside the clubhouse still an issue?

Ms. Dwyer responded the HOA and residents put notices on the bulletin board I got for the women's club from Sterling. I told Mr. Millard if anyone wants to place a notice he has to approve it. He took some notices down. Ms. Piper mentioned at a previous meeting the HOA and the CDD should have their own bulletin board and I agreed.

Mr. Hanzel stated the HOA paid for the bulletin board and now other villages are asking for their own bulletin boards.

Mr. Peters asked is there a policy stating Mr. Millard must approve what is placed on the bulletin board?

Mr. Hanzel responded no.

Ms. Dwyer stated there should be because residents are placing notices on it.

Mr. Hanzel asked do we want a policy on signs inside the clubhouse?

Ms. Dwyer responded Mr. Millard should check the bulletin board and residents should not place anything on it.

Mr. Peters asked did any Board member receive a letter from Grau & Company sent by Ms. Lusk asking them to state if they ever did anything wrong?

Mr. Hanzel responded yes.

Ms. Dwyer stated I returned my form.

Mr. Mendenhall stated I will follow up with Ms. Lusk and Grau & Company to find out if this is a standard policy.

Mr. Peters stated the March 23, 2006 meeting is scheduled for 8:30 a.m. not 6:30 p.m.

Mr. Mendenhall stated I will verify the time.

Mr. Peters stated we do not own the daycare center parking lot and Mr. Millard should not paint stripes on it.

My conversations with Mr. Murray on ownership of the circle back to Maywood have been going on for over a month. Last Friday he told me he would let me know in a matter of days. I have not heard from him and it is going into the second week. He is working on it with King Engineering.

A representative from the financial department of Severn Trent is not here today as requested and we do not have any financial report for February.

Mr. Mendenhall stated I spoke with Mr. Fernandez and the financial person who handles Lexington Oaks and was informed they were under the impression the financial discussion would be held at the second meeting of this month on March 23, 2006. I apologize for any inconvenience or confusion.

Mr. Peters stated the project list states a financial representative will attend the next workshop, which is today.

Mr. Mendenhall stated you are correct. I am not sure what the source of confusion was and I apologize. When I received the package I realized there were no financials.

Mr. Peters stated I sent an email to Mr. Fernandez asking if financials and the minutes from the 2-23-06 meeting would be available for the 3-13-06 meeting and received no response.

Mr. Mendenhall stated I will follow up.

Mr. Peters stated I would like any engineering work whether it is Mr. Piercefield or GeoSurv 3 on a contract basis resolved.

Mr. Mendenhall stated I called Mr. Piercefield and did not receive a response. I will call him and WilsonMiller again to follow up on the status of the projects.

Ms. Morano stated the sod at the entrance is dead.

Mr. Hanzel stated they must restore it to its previous condition and replace it if it does not grow back.

Mr. Peters stated even though we do not own it, we maintain it and must make sure it is watered.

Mr. Hanzel stated in order to ensure the District is paying for items which are germane to the operation of our facility, the Chairman should approve payment for invoices over \$250. Currently, we do not see any invoices which are being paid.

On MOTION by Mr. Hanzel seconded by Ms. Morano with all in favor effective April 1, 2006 the payment of any invoice exceeding \$250 must be approved by the Chairman.
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Mr. Peters asked does this include purchasing supplies.

Mr. Hanzel responded yes, if it is more than \$250?

Mr. Peters stated Mr. Millard has approval up to \$500.

Mr. Hanzel stated he has the approval to purchase up to \$500 but the invoice will be initialed by the Chairman before it is paid. It creates a check and balance and other Districts use this payment method.

Effective April 1, 2006, all vendors performing work for the District should report to the office. Mr. Millard will maintain a log containing the name of the company, person, date, time in and out and type of work to be performed. Mr. Millard needs to know who is coming in and out. He will notify our current vendors of this policy. This system will also verify the work was performed when we receive the invoice.

Mr. Peters asked will this include Luke Brothers?

Mr. Hanzel responded it will apply to landscapers. This will be difficult because of the language problem but there is an on-site Luke Brothers employee here four days per week.

Ms. Dwyer asked does he check in with you?

Mr. Millard responded no.

Mr. Hanzel stated ask them for a contact person who can inform you of the number of employees who will be on site each week.

On MOTION by Mr. Hanzel seconded by Ms. Morano with all in favor effective April 1, 2006 all vendors will report to the Facility Manager and the Facility Manager will maintain a log containing the date, time in and out, the name of the company and person performing the work and type of work performed.

Mr. Hanzel stated I will have Withlacoochee begin work on the roundabout lighting. I never received a response from Mr. Fernandez regarding Grau & Company and the \$344,000 proceeds from the developer netted against capital assets which we conveyed to other entities. This has been going on for four months and I would appreciate a response.

Mr. Mendenhall stated I will check with Mr. Fernandez.

Mr. Hanzel stated no action has been completed on the insurance claims. The landscaping by the trailer park is not sufficient and residents are complaining about lack of privacy. I would like to use \$3,000 of capital funds to plant additional cypress trees.

Mr. Peters stated I want to see what \$3,000 will buy.

Mr. Hanzel stated okay, I will follow up.

Ms. Morano asked how is this different from living on a golf course where you are not allowed a fence?

Mr. Hanzel responded Pulte Homes promised they would have more privacy than what was provided.

Mr. Peters asked can we apply this to bond money?

Mr. Hanzel responded yes. My next item is discussion of Mr. Millard's benefit package. Can Mr. Millard step outside for a moment? At the May 26, 2005 meeting Mr. Millard's salary was increased to \$42,000 without benefits. The issue has come up on several occasions regarding vacation and how many days Mr. Millard has been out. Some Board members feel he should have benefits but this was not the motion on May 26, 2005. The other issue is the type of attendance reports available. We do not know how many days he has taken off in 2005 or 2006.

Ms. Dwyer stated on May 26, 2005 Mr. Campbell asked for a motion to increase Mr. Millard's salary to \$42,000 with the same current benefits, then it was changed to without

benefits. I took this to mean without health benefits but he would receive one week vacation and five sick days.

Mr. Peters stated I do not know about the sick days but I definitely remember the one week vacation.

Ms. Morano asked is there federal regulations regarding required time off?

Ms. Dwyer asked do you not want him to have vacation time?

Mr. Hanzel responded this is what we voted. If you want to give him days off fine; but decide how many and whether we are going to account for the time.

Mr. Mendenhall stated there is no legal requirement for a specific amount of vacation time.

Ms. Dwyer stated when I spoke to Mr. Millard regarding this issue he informed me Mr. Murray spoke to him after the May 26, 2005 meeting and told him the increase was with the same benefits consisting of five vacation days and five sick days. Since October, 2005 he has taken four vacation days and four sick days.

Mr. Hanzel stated he was gone a few weeks ago for four days.

Mr. Peters stated he was gone during the week of February 9, 2006.

Ms. Morano asked if he takes additional days does it become unpaid leave?

Ms. Dwyer stated Mr. Millard has been working full time since May 2005 and never received a job description. The position should have a job description approved by the Board. Mr. Mendenhall sent me a number of sample job descriptions. I wrote a description and would like the Board to review it. Mr. Mendenhall also sent me a performance evaluation which is enclosed for review.

Mr. Hanzel responded a job description exists.

Ms. Dwyer asked why are we getting quotes? This is part of his job?

Mr. Peters responded this is because of another reason other than the job description.

Mr. Hanzel stated we get quotes because I want the job completed.

Ms. Dwyer stated we have to work with Mr. Millard. I do not think we work with him. If you are not happy with his performance, give him a job description and tell him what he has to do.

Mr. Hanzel stated there is a job description for Site Manager on the web site.

Ms. Dwyer stated we need a new description for a combination Site/Clubhouse Manager.

On MOTION by Ms. Dwyer seconded by Mr. Hanzel with all in favor a position description for Site/Clubhouse Manager will be established.

Mr. Hanzel stated his job description will grow as the Board matures.

Mr. Mendenhall stated I will prepare a job description for Site/Clubhouse Manager after I receive comments from the Board and bring it to the next meeting.

Mr. Hanzel moved to approve establishing an employee appraisal system for full time staff personnel at this facility and Mr. Peters seconded the motion.

Mr. Peters stated it should also include evaluation of employees who report to the full time staff employee.

Mr. Hanzel stated we will establish an appraisal form for the Site/Clubhouse Manager to be completed every six months. The Site/Clubhouse Manager will also evaluate his staff every six months.

Ms. Morano stated when employees get evaluated it is usually associated with pay increases.

Ms. Dwyer asked who will evaluate the Site/Clubhouse Manager?

Mr. Hanzel responded all five Board members and we can use the combined rating.

Ms. Dwyer stated Mr. Hanzel has made it obvious he does not like many things Mr. Millard does. We must work together and include Mr. Millard if he is responsible for the task.

The prior motion with all in favor establishing an employee appraisal system for full-time staff personnel at this facility was amended to reflect the evaluation will be held every six months in March and September by all Board members and the Site/Clubhouse Manager will evaluate his staff every six months with the Board reviewing the evaluations.

Mr. Hanzel stated the previous comment by Ms. Dwyer is her viewpoint and I do not perceive it that way. We must come up with a system showing attendance and accountability.

Ms. Dwyer stated the schedule is sent to Mr. Fernandez.

Ms. Morano asked are the schedules updated by Mr. Millard before they are sent to Severn Trent?

Ms. Dwyer responded Mr. Millard indicated “attached is the calendar for February and March. I will send you the exact hours I work every two weeks on every other Friday of every month.”

Mr. Hanzel stated I prefer individual time sheets for each day with the number of hours worked.

Mr. Mendenhall stated I will forward blank time sheets to the Board.

Ms. Dwyer asked do you want him to send you an email notifying you if he will be absent?

Mr. Hanzel responded I do not want to micro manage him.

Ms. Dwyer stated I will work with him on his hours and the hours of his staff.

Mr. Peters stated it has come up before he should post on the bulletin board his location and time of return. This is ridiculous. His cell phone number is posted if he needs to be reached. There is an issue some of us do not like him.

Ms. Dwyer stated his mentor was Mr. Fox who was managing four other Districts and was here only seven hours a week.

Mr. Hanzel stated we should give him at least five sick days.

On MOTION by Ms. Dwyer seconded by Mr. Peters with all in favor the Site/Clubhouse Manager will be provided with five sick days and five vacation days per year.
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Ms. Dwyer stated Mr. Millard bought a small locked file cabinet and I feel the quotes should come to the CDD and not Severn Trent. They can be locked in this cabinet.

Mr. Hanzel stated he has been here a long time and knows my concern about anyone walking into the office. Why did he not take the initiative to buy a safe? These are the issues I have concerns with. I want to make it clear to everyone I have no intent to try to run him off or fire him. I know sometimes it may appear this way. The fact is you know what you have and do not know what you are going to get with a new employee. It is easier to train the person who is here. I would like Mr. Millard to receive training on how to obtain bids.

Ms. Dwyer stated I agree. Who will give him the training?

Mr. Hanzel stated there are courses available from GSA. The Board will pay for the training.

Mr. Mendenhall stated I will research this.

Ms. Carlson asked will he review the quotes?

Ms. Morano responded he should review them.

Mr. Hanzel stated the Board does not want to exceed the funds allocated to operate the District. We do not know how much is available in any account. If we are conservative during the slow period with scheduling employees, then when extra staff is required at the pool in the summer we will have the funds.

Mr. Peters stated the budget was prepared to include the pay and time for lifeguards in the summer. Severn Trent should know how hours are recorded.

Mr. Mendenhall stated I have a report on the status of payment to the supervisors.

Mr. Peters stated I received two checks but for year-to-date it indicates I received three.

Ms. Dwyer stated to recap I will request Mr. Millard give me an attendance sheet every week. I will show him the job description for his input and we will include goals in his performance appraisal.

Mr. Hanzel stated if I was going to rate Severn Trent on a scale of A, B, C, D, I would rate you a D. The communication between us is not good and the financials are a large concern. We have not seen any invoices and I want to convey these concerns to them.

Ms. Morano stated things take a very long time to get going. I have been on the Board a couple of months but we are still working on the same items I saw months ago. It is the reason meetings last a long time. We are now meeting twice a month.

Mr. Peters stated if not for Rizzetta not turning over documents I would give Severn Trent an F. I can understand these issues in October, November and December but in January, February and March it has fallen apart.

Ms. Carlson stated I agree and I have not been on the Board long. It takes forever to get anything done. We are told something will get done or a report completed and it is not.

Ms. Dwyer stated I agree with Ms. Carlson and Ms. Morano. Things take too long.

Mr. Mendenhall stated I have been with Severn Trent for a little over a month. I think all of your concerns are valid. I sat on a Board which Severn Trent managed and there were times we had some of the same issues. There were issues with the cooperation of Rizzetta during the transition. Severn Trent is trying to resolve their problems. They have put a new system in

place. My hope is things will improve. It puts the District Managers in the hot seat because we are dependent on an area which is not local and in certain ways out of our control. We have to act as liaison and we must do a better job. We are trying to centralize more of those operations and have some of the accounting done locally in our office, rather than going to Coral Springs and depending on them to get us timely information. I understand and hear your concerns especially being new to the situation. I am another open channel for you. I see things with a different view and have made suggestions for tracking loose matters and implementing more project management. I served on project management and hope to bring this to the table especially in a community like this where there are many projects going on and the need for coordination between the different projects and the groups. There is not much I can do about the past but I can work forward. I am happy to hear any suggestions.

Ms. Morano stated the financials and accounting I understand. There are experienced Board members here. Mr. Hanzel and I ran Boards. I ran organizations of 500 people with one assistant. These items have to be done and it is the going back and forth which is frustrating. To write a letter and then say we will visit again in a month and see if he has picked up the letter and has emailed back is unacceptable. I want to pick up the phone and call these people and say I want the surveys done. If they are told this they will get it done just to get us off their back. There seems to be just rollover and rollover and in the meantime we do not have anything.

Mr. Hanzel stated a resolution was needed with the Bond Attorney. Severn Trent put together a team and we would like to see something done.

Mr. Mendenhall stated I do not disagree with any of your points which are all valid. I will pick up things other people have worked on. Call me on any problem and I will follow up and pester people.

Mr. Peters stated for being here one month you have done more than some other people and I appreciate it.

Ms. Morano stated I heard from residents the CDD Board has gotten more done in the last couple of months than in the past years.

Mr. Mendenhall stated the Board has taken on many projects and challenges and are meeting them well. The financials are a huge issue which I deal with in a number of my Districts.

Mr. Peters asked will you prepare a project list for this meeting?

Mr. Mendenhall responded yes.

**EIGHTH ORDER OF BUSINESS**

**Discussion of Financial Statements**

This item was tabled until the next meeting.

**NINTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Ms. Dwyer seconded by Mr. Hanzel with all in favor the meeting was adjourned.

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Pat Dwyer  
Assistant Secretary

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Peter Hanzel  
Chairman

NOTES:

- Discuss Methodology for fair allocation of gate and entrance light costs in again in July
- Attorney to write Brenda Swim School contract
- DM to check whether an engineering report is needed for the solar heating of the pool
- DM to check whether letter to Luke Brothers was sent
- DM to find out what other companies provide mitigation maintenance
- DM to follow up on the work to ponds 1B and 5A with WilsonMiller
- DM to contact SWFWMD and Pulte Homes regarding pond erosion
- DM to collect comments and put together job description for site/clubhouse manager and put on agenda of next meeting
- DM to research training options available on quotes and bidding procedures for the site/clubhouse manager
- Ms. Morano to contact SWFWMD to find out mitigation requirements
- Attorney to write letter to WilsonMiller showing copies of the invoices and checks writer to GeoSurv notifying them we feel they are not living up to their responsibilities which they were paid for.
- March 23, 2006 meeting is will be at 8:30 a.m.