

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

The regular meeting of the Board of Supervisors of the Lexington Oaks Community Development District was held Thursday, March 23, 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
Bob Fernandez	Severn Trent
Tracy Robin	Attorney
Shawn Millard	Clubhouse Manager
Fred Brown	Severn Trent
Brenda	Brenda's Swim School
Numerous Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Fernandez 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 23,
2006 Meeting**

Mr. Hanzel stated each Board member received a copy of the minutes of the February 23, 2006 meeting and requested any additions, corrections or deletions.

Mr. Peters stated on page seven, the second to last paragraph should be "... can be used." The last sentence on page 20 and the second sentence on page 21 should be "Mr. Millard stated".

On MOTION by Mr. Hanzel seconded by Ms. Carlson with all in favor the minutes of the February 23, 2006 meeting were approved as amended.

FOURTH ORDR OF BUSINESS

Consideration of an Agreement with OLM for Professional Services for the Exterior Landscape Maintenance Bid Package

Mr. Hanzel stated the next item is consideration of an agreement with OLM for professional services for the exterior landscape maintenance bid package.

Mr. Hanzel moved to open discussion regarding the OLM contract presented to the Board to ensure there is no cost to the District other than what is stated in the contract and Ms. Carlson seconded the motion.

Ms. Carlson asked how long will it take for OLM to get a pre-bid and complete the other steps before we have a new contractor?

Mr. Fernandez responded typically 60 days is required to give the companies an opportunity to prepare their proposals, respond and hold the pre-bid meeting.

Ms. Carlson asked does the 60 days begin when this contract is signed and delivered to OLM?

Mr. Fernandez responded we will check with OLM.

Ms. Carlson stated I was not aware of contract item #12 giving OLM the right to sub-contract any of the services listed in item #4 A. Will OLM evaluate the bids received or will they use a subcontractor?

Mr. Fernandez responded they are responsible for the quality of the work. If they chose to use a subcontractor they still retain final responsibility of the product.

Ms. Carlson stated item #7 indicates invoices not paid for 60 days or more may result in discontinuation of services by OLM. We have a problem getting bills paid within 30 days. Will this be a problem if we hire them and they do not get paid within 60 days?

Mr. Fernandez responded no.

Mr. Hanzel stated OLM makes their money based on the ability to save the District money from one contract to another. Our contract with Luke Brothers is relatively low and if they come in with a contractor equal to or lower, if the contract was modified, it will give the

advantage of a lesser contract. It calls for fertilization on an as- needed basis, which can be monthly and for the repairing of irrigation without any other additional cost to the District. We are looking at a whole new different contract.

Mr. Fernandez stated OLM builds its business foundation on the concept they will bring a better quality product than the one you currently receive at a lower cost. They are so committed to this concept they structured their compensation based upon the presumption there will be a cost savings, otherwise, they do not receive compensation. They do not do this by lowering your standards. They commit to at least the same standard or better.

Mr. Hanzel stated Mr. Robin has dealt with OLM and I feel comfortable getting his opinion.

Mr. Robin asked are there two contracts involved?

Mr. Hanzel responded no.

Mr. Fernandez stated the second contract is for monitoring the awarded contract and is not presently before the Board.

Mr. Hanzel stated we contracted with Severn Trent and they are providing monitoring services. Mr. Millard, our Site Manager, also has the ability to monitor the landscaping. I see OLM as a third layer of oversight responsibility in the process.

An asterisk under the fee section indicates a 50% fee of the first year savings of the current landscape maintenance contract. I want to make sure there are no hidden charges. They will draft a new contract and request proposals based on this contract. They develop landscape maintenance specifications as part of the package, conduct the bid process, submit the bid packages to the Board based on their evaluations and we execute the final contract. Does the clause under Additional Fees and Expenses mean we pay for the printing, postage, shipping, blueprinting and travel costs to perform these services? They are an Atlanta based company and I want to make sure we are not responsible for any hidden costs.

Mr. Fernandez stated they did not bill the District I was previously involved with for expenses. They only billed for the 50% of the savings.

Mr. Robin stated OLM has its own RFP package but it should be sent through our office to make sure it is in correct form. The pre-bid meeting, actual printing, mailing and distribution are handled by the District Manager and the bid proposals are received at the clubhouse. The last District where we used OLM, the District Manager and a committee of the District reviewed the proposals and shipped them to OLM in Atlanta. They returned the proposals with their

comments and the Board made the final decision. My recollection is they do not travel here to get the contract for you.

Mr. Fernandez stated I will confirm this with OLM.

Ms. Morano asked was there any instance where they performed the one year contract, it came in lower and the next year the landscape contractor raises it so the first year savings go to OLM and the rest of the years it goes back up to where it was suppose to be in the first place.

Mr. Fernandez stated Severn Trent has been satisfied in their experience with them. This is the reason we recommended them. We have not had the experience of them low balling and then ending up paying more down the road.

Mr. Peters asked is the contract typically presented as a year to year?

Mr. Robin responded it is usually a three year contract with a set price. The District has a 30 day termination provision as in the existing contract and if unhappy can make a change.

Mr. Peters asked did they receive a copy of the current contract?

Mr. Mendenhall responded yes.

Mr. Peters asked do they know our current specifications?

Mr. Mendenhall responded yes, based on the current contract.

Mr. Peters stated there were additional areas added to the contract. When they come out to do a site survey they will see everything which has to be done. The one area I question is irrigation. Our current contract states the landscape company is responsible for all irrigation problems other than an Act of God.

Mr. Robin stated the Board needs to decide how to address this in the new contract. It is a unique issue which I have not seen in other contracts. I do not know how it will affect the bid process if it is a condition in the new contract. It needs to be included in the bid package documents.

Mr. Hanzel asked do we want to include this language in the new contract?

Mr. Peters asked can we get bids two ways?

Mr. Robin responded I do not know why there should be a breakout of this component.

Mr. Peters stated Mr. Medlock, the representative from OLM, stated they typically do not include anything regarding irrigation.

Mr. Fernandez stated they should be able to make the irrigation item an alternative.

Mr. Robin asked was the damaged water handle problem repaired?

Mr. Millard responded no.

Mr. Robin stated I am concerned about constructing a new contract based on the assumption the existing system operates as it should. The system has some issues and you are going to find yourself with the same problems existing with the Luke Brothers contract.

Mr. Peters stated a systems analysis was prepared a year ago indicating several items needing repair at a cost of \$25,000. Would we include this or does OLM as part of their site survey perform the same type of analysis?

Mr. Robin responded in fairness to OLM, if the District has a report and knowledge of the defects it should disclose them or irrigation should not be included. There is an issue of whether these failures are contributing to other failures which you are asking the bidder to take on.

The prior motion with Mr. Hanzel, Ms. Carlson, Ms. Morano and Ms. Dwyer in favor and Mr. Peters opposed the OLM contract for professional services for the exterior landscape maintenance bid package with an irrigation alternate RFP was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Robin stated I received a check from Verizon for damages they caused when installing the optical cable.

I spoke with Mr. Piercefield regarding Requisition #115 submitted by Pulte Homes for \$84,464.78. The work authorized by the Board for \$60,000 performed by CRW for the dam structure was paid. This requisition is for different work. Mr. Piercefield indicated it was for maintenance and repair to restore the grade of the banks, plant sod and deepen Mr. Mulay's pond. Mr. Piercefield agreed these were maintenance and repair items and the bond funds cannot be used for this requisition. I notified Pulte Homes the Board had concerns about the requisition and did not approve it.

WilsonMiller is not the District's Engineer and are not going to perform ongoing work unless they have a new and separate contract for specific work items they agree to work on. The offer by them to cooperate and assist the District was intended to mean they will assist the new engineer in making the transition by providing records and background information. They are not willing to continue performing the work without a separate contract because they sent a letter to the District terminating their relationship.

Mr. Hanzel asked did you speak with Mr. Long at WilsonMiller?

Mr. Robin responded no I spoke with Mr. Piercefield.

Mr. Peters asked does the Board want to enter into a contract with WilsonMiller to conclude the work on 5A and 1B or do we have another qualified engineer available?

Mr. Hanzel asked what is the status of contracting a District Engineer?

Mr. Mendenhall responded the RFPs went out with a response due date of March 24, 2006. As of yesterday, one response was received from American Consulting Services.

Mr. Hanzel stated in reference to Mr. Robin's comments, the Jacobs Group who are building Cypress Creek Town Center gave me the name of a WilsonMiller corporate contact, Ms. Reynolds. She and I spoke about our District spending X amount of dollars with GeoSurv. I also spoke to Mr. Long and told him we already spent X amount of dollars to try to get our ponds repaired and WilsonMiller should at least honor the work performed to date. They bought GeoSurv's contract which states if they cannot perform the services, the company who buys GeoSurv should honor it. Mr. Long and Ms. Reynolds are looking into this. The Board needs to emphasize it wants WilsonMiller to finish the repair work started on the ponds.

Mr. Peters asked will they recognize this in their contract?

Mr. Fernandez stated Mr. Piercefield and WilsonMiller made it clear they have no interest in continuing their relationship as District Engineer. Mr. Robin informed us in order to proceed, it is necessary to amend or revise the original Engineer's Report to include the list of capital projects. The Engineer of Record must be the one who does this and we need one on board. Mr. Piercefield indicated he is not interested in proceeding with this. We spoke about the nature of the project and he indicated it required a level of expertise different from the type he has as a Civil Engineer. In addition, once our projects are listed in the new Engineer's Report it is necessary to have an engineer prepare requisitions requesting the bond funds be spent on these projects. Mr. Piercefield is not willing to perform without a specific contract defining the scope of work. There is concern about the distinction between a Contract Engineer and a District Engineer for the purpose of this process. A District Engineer is required to go through the requisition process and the RFP process will close out tomorrow.

Mr. Robin stated there is concern about the District engaging in contracts for the smaller work because we have no requisitions for payment. The Board should delay those projects until a District Engineer is on board to sign the requisitions for payment or the Board must be prepared to pay for this out of its operating funds. This is the problem of keeping the project on

track without a District Engineer. All funds taken from the bond proceeds require requisitions signed by the District Engineer.

Mr. Peters asked can we enter into a contract with WilsonMiller or Mr. Piercefield to begin these small items?

Mr. Robin responded if you can get them to do it. I am concerned WilsonMiller will not agree to oversee these small projects. Unless it has happened within the last day or two King Engineering has still not produced the calculations to revise the construction plans for ponds 1B and 5A.

Ms. Morano asked who are you speaking to at King Engineering?

Mr. Robin responded Mr. Griffith and the President of the company.

Ms. Morano stated I received information overnight from Mr. Skidmore and Mr. Ballard at King Engineering. Perhaps we should speak to them if we are waiting for information regarding the ponds.

Mr. Robin stated a call from a Board member never hurts.

Ms. Carlson asked did the Jacobs Group indicate they are interested in performing this work.

Mr. Hanzel responded they suggested I speak to Mr. Long. WilsonMiller recently received bad press and when I spoke to Ms. Reynolds, I informed her the District wanted to work with them. Mr. Long wants to deal directly with Mr. Fernandez. He asked me if I knew King Engineering was re-working the design for ponds 1B and 5A. There was mention of this last July.

Mr. Robin stated Mr. Griffith informed me he has this on his list but he is swamped and it will take two or three weeks to get to it. I will continue to follow up.

Mr. Hanzel asked can Mr. Fernandez call Mr. Long to find out if they will work with us?

Mr. Fernandez stated I spoke to Mr. Long and he did not have someone with the ability or background to perform this type of work.

Mr. Robin stated he also informed me of this.

Mr. Hanzel stated we need an engineer as soon as possible. The first priority should be the ponds and then we can proceed with the other projects.

Mr. Peters asked are we going to find someone short term on a contract basis?

Mr. Fernandez responded the Board may be satisfied with the proposals submitted when the deadline ends tomorrow and then we can move quickly to bring the firm on board. If not, we must re-advertise and do something in the interim to address these issues in a specific contract.

B. Project Manager

Mr. Hanzel stated the Board voted to increase the fee of Brenda's Swim School from \$200 to \$500 per month.

Mr. Mendenhall stated it was a unanimous vote and the decision was based on the usage of the pool and the understanding the fee was not raised in awhile.

Ms. Brenda stated it was previously raised. If my fee is doubled will I be allowed to use a larger portion of the pool to facilitate additional students?

Ms. Carlson asked are there additional swimming instructors who work with you?

Ms. Brenda responded yes.

Mr. Hanzel stated the Board recognizes the importance of water instruction and swimming is a skill which needs to be taught to all children. The cost for electricity and chemicals continues to rise and the pool is here for the benefit of the entire community. We appreciate you teaching swimming lessons to the community but you are using a part of the pool some residents may want to swim in. We have a variety of age groups in this community and although you may not agree, we felt the best approach was a modest increase. The conditions are going to remain as they were with a fee increase.

Ms. Brenda asked what if I only gave lessons in the morning?

Mr. Hanzel responded we dealt with the situation as given to us and will have to begin another negotiation process to reach a different decision.

Ms. Brenda stated I was just informed about this and it is six weeks before the summer. There was no negotiation I was aware of.

Mr. Hanzel stated we were presented information by the Site Manager and this is what our decision was based on at the time. If you want to work with Mr. Millard and submit a proposal in writing, we can present it to the Board at another time. No disrespect, I understand your concern but we have an agenda today which we want to get through. Our costs are the same whether you use the pool for one hour or 24 hours.

Mr. Peters stated I would like to get input from the staff on of how much of the pool is used and if it is a distraction or problem for other residents. It sounds if she is given more space everything will be fine.

Ms. Brenda stated it will bring in more revenue.

Ms. Carlson stated I have grandchildren who take your swimming lessons and I love it. You are doing a wonderful job. I do not feel you interfere with any of the other residents. I personally do not see your expanding interfering with any of the residents.

Mr. Hanzel stated if you feel strongly about it make a motion and let's move on.

On MOTION by Ms. Carlson seconded by Ms. Dwyer with Ms. Dwyer, Ms. Carlson, Mr. Peters and Ms. Morano in favor and Mr. Hanzel opposed Mr. Millard was authorized to negotiate the use of additional swimming pool space with Ms. Brenda of Brenda's Swim School.

Mr. Hanzel stated I want to be specific on this space because there has been miscommunication between Ms. Brenda and Mr. Millard. She informs us this is the first time she heard about the increase. If the Board has any problems with it we will deal with it at a later date.

Mr. Millard stated the HOA Architectural Control Committee is requesting to place a drop box and a supply of blank request forms on one of the tables in the vestibule of the community center.

On MOTION by Mr. Peters seconded by Mr. Hanzel with all in favor the HOA Architectural Control Committee was authorized to place a drop box no bigger than the red box in the community center.

Mr. Millard stated I received applications for the maintenance position and will be hiring a person by next week.

Ms. Dwyer asked is it a full time position?

Mr. Millard responded no, 30 hours, Monday through Friday and some Saturdays. When there is additional work more hours will be assigned. I also need to hire pool people and lifeguards.

Mr. Peter stated we budgeted for a pool monitor. Is a lifeguard more expensive?

Mr. Hanzel stated we pay a pool monitor \$8 per hour and a lifeguard receives \$9 to \$10 per hour.

On MOTION by Mr. Peters seconded by Mr. Hanzel with all in favor staff was authorized to hire a lifeguard for the swim season in an amount not to exceed \$9 per hour.

Mr. Robin asked can I leave the meeting if there are no other items for me?

Mr. Hanzel asked what is the status of the deed for this building?

Mr. Robin responded Mr. Murray requested I update the dates on the deed. I sent him the revised deed and he will execute and return it.

Mr. Peter asked have you notified the vendors of the new sign-in procedure?

Mr. Millard responded I called them.

Mr. Peters asked what is the status of the pond maintenance?

Mr. Millard responded a vendor came out to inspect the pond but I did not receive a proposal.

Mr. Hanzel asked what is the status of the free estate planning seminars?

Mr. Millard responded they are no longer happening.

Mr. Hanzel asked does Dave's Home Service guarantee their work for a specific length of time?

Mr. Millard responded I do not know.

Mr. Hanzel stated the invoices you signed off are for Preakness gate floodlight repair, but they are not working.

Mr. Millard stated they are returning to repair it at no charge.

C. District Manager

Mr. Mendenhall stated the answer to the Grau & Company \$344,218 question is it pertains to common property from the CDD to the HOA in August, 2004.

The insurance check from Geico was deposited into the District's General Fund on September 27, 2005 and was coded as miscellaneous revenue. I am still trying to contact All State Insurance to get the check number and see if it was processed.

Mr. Fred Brown from Severn Trent will address the financial questions under the Seventh Order of Business.

The Luke Brothers 60 day letter was not sent because with OLM as coordinator we want to go through the bid process before terminating the present landscaping firm.

Ms. Dwyer asked can the meeting agendas be placed on the website before the meetings?

Mr. Mendenhall responded yes. I will coordinate with Ms. Mercer and the Recording Secretary.

Ms. Dwyer stated it should be placed on the website a week before the meeting.

Mr. Peters asked do you have information regarding the letter each Board member received from Grau & Company?

Mr. Mendenhall responded it was a standard letter asking if Board members have other business with the District and if they receive payment.

Mr. Peters asked did you find other companies who provide mitigation services?

Mr. Mendenhall responded there are other companies who perform this service but I have not received any quotes. I was informed by one of the pond companies the District may incur additional costs if they change contractors for the company to get familiar with the history Florida Native Nursery already has regarding knowledge of the ponds and existing foliage. You can go out to bid. The ongoing price may be lower but there may be additional costs. He also stated some communities perform monthly services and some quarterly. The monthly service and price is not unusual.

Ms. Morano stated SWFWMD informed me the District has different areas which need to meet standards and referred me to King Engineering. A report from King Engineering regarding these areas is attached for the record. We are up-to-date except for these few locations which King Engineering has recommended Florida Native Nurseries keep an eye on. It is mostly cutting back of existing foliage to meet the code and when the areas are ready they will be submitted to SWFWMD. It takes SWFWMD a year to watch it and sign off if they meet the five year standard. It is not necessary to hire someone to come out monthly. A quarterly check on these mitigation areas is enough. King Engineering stated they will work with another company if it is decided not to go with Florida Native Nurseries. The contract with King Engineering to monitor the mitigation work expired and attached is a renewal contract for consideration by the Board.

Mr. Peters asked what does King Engineering charge for this service?

Ms. Morano responded the cost for monitoring up to four events @ \$3,500 per event is \$14,000. Agency coordination which is writing the report to SWFWMD is an additional \$2,500.

Mr. Mendenhall stated a proposal for the requested additional landscaping for the trailer area was received from OneSource for six items totaling \$4,162. We typically receive three proposals, but if the Board is comfortable this proposal can be approved.

Ms. Dwyer asked will this establish a precedent?

Mr. Hanzel responded no. The residents behind the trailer park were promised by Pulte Homes sufficient landscaping. We are not dealing with any other well established villa. It is only fair we as a Board approve the trees for this area.

Ms. Dwyer stated I thought this was covered by the original bid.

Mr. Hanzel stated we accepted the bids sent from Pulte Homes. The original amount of foliage in the area was not sufficient to perform to the standards the residents were told they would receive. Items five and six were previously included and should not be in this proposal.

On MOTION by Mr. Peters seconded by Mr. Hanzel with Mr. Peters, Mr. Hanzel, Ms. Dwyer and Ms. Morano in favor and Ms. Carlson abstaining the OneSource proposal was amended to exclude items 5 and 6 for the trailer park area.

On MOTION by Mr. Hanzel seconded by Mr. Peters with Mr. Hanzel, Mr. Peters, Ms. Morano in favor, Ms. Dwyer opposed and Ms. Carlson abstaining the OneSource proposal excluding items 5 and 6 for additional plantings in the trailer area was approved.

Ms. Carlson asked what is the status of obtaining the software from Sterling for the operation of the gates?

Mr. Millard responded the software was purchased for \$1,200 and we received training.

SEVENTH ORDER OF BUSINESS Approval of Financial Statements

Mr. Fernandez stated Mr. Brown joined us via telephone.

Mr. Brown stated I will go down the list and answer each question. A copy of the questions and answers are attached for the record.

Mr. Peters asked will Severn Trent pay itself as well as Luke Brothers on time?

Mr. Brown responded there may be a one month delay in recording the fees.

Mr. Peters stated you indicated January and February were paid in March. Why would January not be paid in February?

Mr. Brown responded in the future there will be a one month delay.

Mr. Peters asked will the financials coming out in March not include February?

Mr. Brown responded it is a timing issue of when the invoices are received, depending on how long it takes to get approval and payment made is when it appears on the financial statement.

Mr. Peters asked who approves payment to Severn Trent and Luke Brothers?

Mr. Brown responded I will look it up.

Mr. Peters stated next month we plan to review our financial decisions to see where we need or can make adjustments. My concern is if we do not have up-to- date information we cannot make good decisions. If there are items missing and we know they are on an accrual basis we can add them, such as the payment to Luke Brothers and Utilities.

Mr. Brown stated we will try to get the large items included in the statement.

Ms. Morano asked can you make recommendations regarding the budget?

Mr. Fernandez stated the May 25, 2006 meeting is when we plan to present a budget recommendation to the Board. The proposed July 27, 2006 public hearing date will also be presented at this meeting. Now is the time to start with a conceptual process and then we will work through the number process along with the concepts.

Ms. Carlson asked why does it take so long to pay invoices? The invoices from Dave's Home Helper for September are just being paid.

Mr. Brown responded I will follow up.

Mr. Fernandez stated email your answer it to me and I will forward it to the Board.

On MOTION by Ms. Morano seconded by Mr. Peters with all in favor the financial statements were approved.

SIXTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Ms. Piper stated I have photographs which indicate Pulte Homes did not make any provisions for pond erosion. When the homes were built the pond was five feet deep, last year it was two feet and now it is six inches. Our neighbor is spraying the easement along the water line using a chemical with environmental hazards. The chemical states specifically it is not to be

applied directly to water areas because it causes contamination. In the last week we found three dead fish behind our house. Can SWFWMD authorize temporary repair to correct the erosion problem before the rainy season begins?

Mr. Carroll asked has Pulte Homes been contacted regarding the lake situation?

Mr. Hanzel responded no.

Mr. Carroll stated the center line of my outside porch has signs of erosion. Who will accept responsibility or liability for this?

Mr. Fernandez responded securing a permit from SWFWMD to perform the work is part of the contractor's process. Is this one of the ponds previously discussed or is it a new request?

Mr. Hanzel responded this is a new request.

Mr. Peters stated this is a Pulte Homes' issue. The pond was built incorrectly.

Mr. Hanzel stated if the members of the Board agree, I will draft a letter to Pulte Homes outlining this problem.

Mr. Peters stated Mr. Mulay requested I read the following statement:

“Gentlemen & Ladies: Whatever the proper procedure for getting something made part of the “Minutes” as well as discussed by the Board, in private or in public; I make such request now: When I use the word “roads” I refer to ALL of Lexington Oaks Boulevard – beginning to end. The roads were all built under Pulte’s authority, whoever did the work is irrelevant. That they are ALL sub-standard from 54 to the circle already proved by tests and from the circle to the back by observation of the obvious. Here’s my point. We paid ONCE for the roads, when we bought into the community, Pulte, if not the “culprit” is certainly responsible for ALL of it. Not one penny of either CDD or Pasco County money should be used to rectify this. We are NOT responsible and I refuse to stand by and be charged for what I didn’t get yet again! Thank you all for tolerating me!”

I also received an email from Mr. Rygiel who stated: “What aggravates me more is the CDD wasted money locking our pedestrian gates. The gate is used 90% by kids and parents going to the bus stop. People who forget their key or do not have one are forced to walk on the street. There are children swinging on the gate and I see no purpose in locking them for pedestrians. It is our gates and I think the residents of Preakness should have a say in whether we lock them or not.”

Ms. Carlson stated the residents bought into a gated community and they should remain locked.

Mr. Peters stated the residents of Preakness must all agree if they want the gates unlocked.

I received an email regarding speeding in Preakness, a copy of which is attached for the record. Preakness is owned by the CDD, do we have the right to put up signs?

Mr. Mendenhall responded yes.

Ms. Carlson asked can speed bumps be installed on CDD property?

Mr. Mendenhall responded I believe county approval is required for speed bumps. I will check and get back to the Board.

Mr. Peters stated attached for the record is a copy of an irrigation report from Ballenger & Company.

Mr. Hanzel stated Ms. Peters from the HOA and I met with a representative from the County regarding the entrance. The lighting on 54 will require our monument to be moved a distance of eight feet. The light on 54 requires a crosswalk to the sidewalk which impedes through our monument. They will take the monument and move it back parallel to our two signs giving it a more geometrical appearance at no cost to the District. There is another meeting this Friday with the County Commissioner.

Ms. Carlson asked do we lose any of our land on either side?

Mr. Hanzel responded no. They purchased the right-of-way from Pulte Homes three years ago for \$26,000. Did the insurance contract with the Florida League of Cities go through?

Mr. Fernandez responded yes.

Mr. Hanzel asked what is the status of the tennis lessons?

Mr. Millard responded the instructor is not interested.

Mr. Hanzel asked what is the status of the sign for Delmar?

Mr. Millard responded it was ordered.

Mr. Hanzel asked does the Board want to hold the treatment of the ponds in abeyance until we receive another bid?

Ms. Dwyer responded I want to see another bid.

Mr. Millard stated I will have another bid shortly.

Mr. Hanzel stated Ms. Maxwell asked if the Board will cover or assist with the cost to spray the 29 homes with the gnat problem at a cost of \$51 per home for two applications by Scott Lawn.

Mr. Peters asked what is the cause of the gnats?

Mr. Hanzel responded it is an infestation in one of the yards.

Mr. Mendenhall stated this area is not under jurisdiction of the CDD.

Mr. Hanzel stated I will inform her it is a homeowner issue.

EIGHTH ORDER OF BUSINESS

Continuation

On MOTION by Peters seconded by Mr. Hanzel with all in favor the meeting was continued to March 30, 2006 at 8:30 a.m. in the same location to discuss the Engineer RFP and the Aquatics contract.

Pat Dwyer
Assistant Secretary

Peter Hanzel
Chairman

NOTES:

- DM to check with OLM when 60 day process begins
- DM to clarify with OLM “additional costs”
- DM to check with Mr. Long on re-design of pond 1B and 5A
- Send agenda to website manager on week before meeting for posting
- Accountant to check who approves payment to Severn Trent and Luke Brothers
- Accountant to check why Dave’s Home Helper September invoices were not paid until February
- DM to check if county approval is required for speed bumps