

**MIMUTES OF MEETING
MEADOW POINTE II
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow Pointe II Community Development District was held Wednesday, March 16, 2011 and called to order at 6:32 p.m. at the Meadow Pointe II Clubhouse; 30051 County Line Road; Wesley Chapel, Florida.

Present and constituting a quorum were:

Linda Straw	Chairperson
Mark Glassman	Vice Chairman
James Bovis	Assistant Treasurer
Glen Aleo	Assistant Secretary
Brian Shahin	Supervisor

Also present were:

Andrew Mendenhall	District Manager
Rolando Santiago	District Counsel
Joseph Payne	District Engineer
Yolanda Bush	ARC/DRC
Renee Glassman	ARC/DRC
Numerous Residents	

*The following is a summary of the discussions and actions taken at the March 16, 2011
Meadow Pointe II Community Development District's Board of Supervisors Meeting.*

FIRST ORDER OF BUSINESS

Roll Call

Ms. Straw called the meeting to order and Supervisors and staff identified themselves.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments

Hearing no comments from audience members, the next item followed.

FOURTH ORDER OF BUSINESS

Guest Speakers

There being no guest speakers in attendance, the next item followed.

FIFTH ORDER OF BUSINESS

Resident Council Representative

Mr. Aleo attended with Mr. Snyder, but there was nothing of substance to report.

SIXTH ORDER OF BUSINESS

New Business

Linda Straw

- Ms. Straw attended the PACA meeting and gave an update.
 - Mr. Henry Wilson, the new Pasco County Commissioner was the guest speaker and discussed the following issues:
 - o His background;
 - o Possible reduction of impact fees to zero;
 - o Re-focus on the recycling program;
 - o Differences between the Trinity and Wesley Chapel Sportsplexes;
 - o Foreclosure impact fees;
 - There are currently 12,382 foreclosures in Pasco County.
 - o Homebuilding.
 - Ms. Straw briefed the Board on upcoming items which will be discussed at future PACA meetings.
 - o April
 - Code compliance;
 - A staff member from T Rowe Price will attend to discuss jobs and services to be provided in the Pasco County area.
 - Mr. Aleo volunteered to attend this meeting.
 - o June
 - A State Senator will be a guest speaker.
 - o July
 - A membership issue panel will be established.
 - Ms. Straw asked the Board to try to come up with issues which have been resolved for discussion at this meeting.

- o August
 - The CEO of the new hospital which is being built will be a guest speaker.
- o September
 - A well-known HOA attorney named Mr. Steve Mezer will be the guest speaker.

James Bovis

- The trial balances were discussed.
 - There were a couple of outstanding charges from the attorney which were already paid.
 - Legal fees should be reimbursed to the CDD in the Wright Paving litigation.
 - o Mr. Mendenhall indicated that any fees relating to the General Fund are included as income; and any legal items relating to deed restrictions goes back to that fund.
 - o Mr. Mendenhall indicated the settlement letter does not indicate the CDD will be reimbursed from this issue.
 - o Mr. Mendenhall will ask Mr. Santiago if the fees are recoverable.
- There are landscape invoices for irrigation work even though it appears these items should be covered under the landscaping contract.
 - Ms. Straw indicated Mr. Bovis needs to speak to Mr. Snyder about these.
- Wells Fargo credit card items were discussed.
 - Ms. Straw indicated that Wells Fargo took over Wachovia.
 - The credit card limitation for the Board members and Mr. Snyder is \$15,000.
 - Mr. Mendenhall will clarify limitations for other staff members.
 - Mr. Bovis should tell Mr. Snyder what type of detail should be included with future credit card charges and how it should be coded.
- Mr. Bovis asked for an explanation of surveillance camera charges to all of the villages.
 - This should also be addressed with Mr. Snyder.

SEVENTH ORDER OF BUSINESS

Committee Reports

A. Architectural Review

Ms. Bush presented the Architectural Review Report for the Board's review and acceptance; a copy of which is attached hereto and made part of the public record.

- 2011-02 – Remove tree in front of house since its root was extended – A letter will be sent indicating this must be approved by the county since it is on their property.
- 2011-03 – Add a disabled access path; add a bird cage; and install a fence – Recommend approval, but ensure all county permitting is in place.

There being no further discussion,

On MOTION by Mr. Shahin seconded by Mr. Bovis with all in favor, the recommendations from the Architectural Review Report were accepted as presented.

B. Deed Restrictions

Ms. Bush presented the Deed Restrictions Report for the Board's review and acceptance; a copy of which is attached hereto and made part of the public record.

- 2011-008 – Trailer with bounce houses parked in driveway – N/A.
- 2011-009 – Unsightly growth of tall weeds and grass – DR-14.
- 2011-010 – Trash cans visible from the street; satellite dish on side of the house visible from the street – DR-10 for the trash cans; nothing can be done about the satellite due to FCC rules.
- 2011-011 – Trash cans visible from the street; unsightly growth of tall weeds and grass – DR-10 for the trash cans and DR-14 for the lawn.

Mr. Shahin MOVED to accept the recommendations of the Deed Restrictions Report as presented; and Mr. Aleo seconded the motion.

- Mr. Aleo indicated that Case 2011-005 from a previous meeting had the wrong address.
 - Mr. Shahin suggested Mr. Aleo send an e-mail to Ms. Diperi to confirm whether or not this was corrected.

There being no further discussion,

On VOICE vote with all in favor, the prior motion was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i. Discussion of Resolution of Long Leaf Claim

Mr. Santiago updated the Board on a number of litigation issues.

- Aqua Pools
 - The parties want to settle.
 - Their bankruptcy petition was rejected.
 - The attorney, on behalf of the party, is offering to pay the District all necessary fees in the amount of \$500 per month subject to a stipulated judgment.
 - If he breaches the agreement, the CDD has the right to garnish his wages, which only amount to certain assets.
 - The CDD will get interest.
 - This includes Mr. Santiago's fees.
 - The Board authorized Mr. Santiago to pursue a stipulated judgment in the matter, with the person paying \$500 per month to the CDD.
- Wright Pavement Maintenance Corporation
 - The issue was settled with Wright Pavement at fault.
 - Verizon is no longer looking to the District to indemnify them.
 - The District will have to seek reimbursement of the attorney fees from Wright Pavement.
 - o The Board was in consensus to pursue reimbursement.
 - o Even though the company is no longer in business, their insurance company is available to handle this.
- Eagle Station
 - The injury sustained by Ms. Lackey occurred on the ground surface; the CDD owns the ground underneath.
 - Ms. Lackey's attorney is going to have a deposition issued to the District.

- The District will have to incur costs.
- The District's insurance company will provide an attorney.
- Mr. Santiago will proceed with the case against Verizon.
- Mr. Santiago indicated it does not make sense for the CDD to repair the irrigation pipe since it is still considered a Verizon work area.
- Mr. Santiago recommended the CDD authorize the landscaping company to look at the problem and provide a price.
- Ms. Straw asked Mr. Santiago to tell Mr. Lackey that a District agent will look at the problem in order to get his irrigation back up and running.
 - The District is not going to repair the entire irrigation system.
- A satisfaction of lien must be recorded once this is resolved.
- Severn Trent contract
 - Severn Trent has concerns with the changes proposed by Mr. Bovis regarding verification of accuracy of documents submitted by other professionals.
 - The proposed changes will legally impact the contract.
 - Mr. Bovis wants to ensure the District is protected.
 - Ms. Straw does not believe the language change is necessary.
 - Mr. Bovis suggested the entire paragraph be deleted and Ms. Straw asked Mr. Santiago to discuss the implications.
 - The sentence suggests that the manager has the discretion to rely on data provided by the District and is not required to verify it.
 - The language protects the manager from incurring any liability from the information given by the experts in a particular field.

Mr. Bovis MOVED to change the language in the Severn Trent Services Contract in Paragraph 1.6 regarding verification of accuracy of documents from *Manager shall not be required to independently verify the accuracy and completeness of such information to may be required to independently verify the accuracy and completeness of such information*; and Ms. Straw seconded the motion.

- Mr. Mendenhall indicated that if he has to verify information provided by the District Engineer, he will have to hire someone to do so since Severn Trent does not have the expertise; in which case the District may possibly have to pay for the second opinion.

There being no further discussion,

On VOICE vote with Mr. Bovis voting aye; and Ms. Straw, Mr. Glassman, Mr. Aleo and Mr. Shahin voting nay, the prior motion was rejected.

- Mr. Bovis’s comment regarding the indemnification provision was discussed.
 - This is in reference to a prevailing party which is already noted in the contract and indicates that both parties already have this indemnification in Section 7.6.
 - Any dispute will go to arbitration.
 - The Board was not in favor of changing this item.
- Mr. Mendenhall will make the necessary changes to the Severn Trent contract and send to the Board for review.
- 1642 Stetson
 - Mr. and Mrs. Pascullo owe the District \$2,100.
 - They are willing to pay the District.
 - This amount includes Mr. Santiago’s expenses.
 - The judge ordered them to pay within 15 days.
- Motorcycle issue
 - Mr. Santiago is awaiting a call from the Sheriff.

- He is not certain when they will execute collection of the asset.
- Mr. Santiago will let the Board know when this is resolved.
- The CDD may have to determine a storage area for the motorcycle until such time as it is sold.
- No Board members can purchase the motorcycle.

The record reflects the Board requested that this section represents a somewhat verbatim conversation regarding this issue.

Mr. Santiago stated I do not know if the Board is aware of what has happened with David Sterns' office. Did you read the letter that attorney sent to all of the Chief Judges in the State?

The Board responded no.

Mr. Santiago stated five major firms were handling all of the foreclosures in the state; and David Stern was one of the primary firms. He had approximately 6,000 staff members to handle these foreclosures. This is part of the scam which was discovered at Bank of America in the fall. He has let go all of those attorneys because he was released from Bank of America. There approximately four other firms in the same situation. Mr. Stern was handling 10,000 cases just in Hillsborough County; approximately 8,000 to 9,000 in Pinellas County; and 4,000 to 5,000 in Pasco County. He has resigned and is withdrawing, which causes all of us to deal with motions to substitute counsel. The up side to this for the District is when a case gets withdrawn by the plaintiff, Florida Rules and Procedures allow for recovery of fees and costs for those actions in which we were involved for the District. The motions for substitution for the District have not occurred yet, but it is happening in a lot of others. I do not want to belabor this, but I want you to have an understanding as to what is happening. Almost no action has been taken on current foreclosures in Florida. They have stopped since last August because the banks are hiring new counsel; and they cannot just hire new counsel in. They have to substitute out. We have to file motions to cover costs for the clients. I have been involved in anywhere from 100 to 150 hearings in the last six weeks just on those, and it is very convoluted. We are seeing mortgages get wiped out because of this. Our goal on any of those which involve the Districts since these cases may be getting dismissed wholesale is to recover the cost for the District. On some of these you expended anywhere from \$500 to \$1,000 for enforcement purposes. The Chief Judge of Hillsborough County made a comment that they are going to dismiss them all.

Ms. Straw stated the ones in Hillsborough do not impact us.

Mr. Santiago stated I am referring to what is going to happen. Each Chief Judge has to make a decision, but that is an example of what one of the major jurisdictions is doing. If that is followed here, it will certainly create the dynamic of being able to recover your fees and costs. David Stern sent a letter which was in the St. Petersburg Times last week indicating he cannot handle it anymore; he is not going to respond to hearings; and he is walking away. I imagine his Bar License will probably follow.

Ms. Straw stated I would hope so.

Mr. Santiago stated you must understand that everything is in turmoil. We are trying to recover those costs for the District. This does not mean the home will look any better; it does not mean there is going to be an owner in the home, it just means the status quo remains the same. Our intention is to look out for each of our clients and handle those dismissals which are coming in. Under the rules you are entitled to recover your fees and costs to defend. We have hundreds of these which we are dealing with and we probably have a dozen for Meadow Pointe II.

Ms. Straw asked can your office give us a potential for what we are going to recover?

Mr. Santiago responded we are seeking to recover as many as possible.

Mr. Shahin asked does this mean we have to re-file?

Mr. Santiago responded you do not, but the banks will have to re-file. If you sue someone and you make them go through the course of defending; and suddenly your case is dismissed, it is basically the same, and you sue them again for the same issue. You have to pay the price for the first go-around and you are not allowed to proceed with the second lawsuit.

Mr. Shahin stated you said we have a dozen in Meadow Pointe II.

Mr. Santiago stated I believe you have more than that.

Mr. Shahin asked did we file against the homeowner?

Mr. Santiago responded those are cases in which we have not filed against the homeowner, but we intervened to accelerate the process in which the bank was foreclosing on the homeowner.

Mr. Shahin asked what happens to our intervention?

Mr. Santiago responded everything goes away.

Mr. Shahin stated we have to start over again.

Ms. Straw stated we do not have a viable owner. We have a vacant property.

Mr. Shahin stated you do not have a viable owner because the bank has not taken over yet.

Ms. Straw stated we are back at square one and our intervention does not do us any good until the bank takes over.

Ms. Straw stated perhaps we can recover what we have spent to date and I would like to understand the potential amount.

Mr. Santiago stated you will recover from the bank because the plaintiff is the bank. The lawyers are the agents. We are certainly going to recover those to the best possible extent. We are waiting to see what the Pasco County Chief Judge does. I believe they are going to follow suit with Hillsborough. Unfortunately, the main message here is there is no relief in site. You are going to have empty and unkempt homes.

Mr. Shahin asked do you file whatever you can to recover the costs from all of the cases in which you have intervened?

Mr. Santiago responded yes. That was going to be our goal at the end anyway.

Mr. Shahin stated you just get the costs back to zero.

Mr. Santiago stated it brings you back to zero from a financial perspective.

Ms. Straw stated we still have the unsightly property and no one is taking care of it. Therefore, while it brings us financially back to zero, it does not get us to where we ultimately want to be.

Mr. Santiago stated you have covenants of enforcement; and you have the ability to cite people for violations and nuisance for unkempt property, but you do not have the ability right now anywhere in your resolutions or policies to impose a fine. There is a procedure as of approximately six months ago in the state law which allows HOAs to do this. The CDD is unique because you are operating out of a special act, but under that special act, you may adopt a fine schedule for a violation. For example, if you have to comply with the notice provision and they do not bring it into compliance; you impose a \$50 to \$100 daily fee. As soon as you reach \$1,000, you can place a lien on the property which allows you to foreclose on the property. I do not know if you want to go through this, but keep in mind you have these unsightly properties, and you may be under pressure to do something. That is your next available action.

Ms. Straw stated I believe our homeowners are going to demand us to do something. I know none of us wants the District to own the property and if we foreclose that is exactly what is going to happen.

Mr. Santiago stated no HOA wants to be in that situation.

Ms. Straw stated we do not want to be in that situation, but I believe our residents are going to demand that we do something. We have 12,382 foreclosed homes in the county according to the County Commissioner who reported at PACA last Thursday; and I do not know how many of those are in Meadow Pointe II. I would imagine there are a number of them. Where are we with the final draft of the rules document your office promised on January 24th?

Mr. Santiago responded I have not been able to get to that at all.

Ms. Straw stated I assume you are inviting us to further amend the document to adopt this rule.

Mr. Santiago stated this would be the time to do it. The HOAs are foreclosing and taking title and renting out the homes. If you engage in foreclosing and taking title, you then own it. You are responsible to maintain that property, but you are not responsible for the underlying mortgage. We know that eventually the bank is going to foreclose on it; after which it becomes a revenue source. If you foreclose on a property and make it habitable, you may lease it for \$1,200 per month. In this community, it is probably a good rate, but you must determine how that impacts your bottom line. For an HOA, it goes right to the receivable, but you are not in that situation, as it goes straight to your operating account. These are things for you to consider.

Ms. Straw stated foreclosures are not moving in the State of Florida now.

Mr. Santiago stated they are not moving at all.

Ms. Straw stated you are proposing for us to foreclose on properties which is going to take longer than 24 months; and we do not own the property until we have foreclosed on it. I do not believe we can maintain it during that period until we own it, which means foreclosure, must be completed.

Mr. Santiago stated that happens quickly. The reason the banks do not do it quickly is because they do not want to. They can foreclose on a house in 90 days.

Mr. Lynn asked are they foreclosing these as opposed to doing bank loans?

Mr. Santiago responded you can foreclose on these homes, especially if they are abandoned because they are no longer homesteaded. There is a provision which allows the HOA

to foreclose on homesteaded property. We want to clarify, for the District, if it is an abandoned property which is no longer homesteaded and there is a \$1,000 lien, you can foreclose. You are not going to foreclose the bank lien which is superior in time to you. That lien is still there; and when you foreclose on it you are still taking it subject to the bank's mortgage.

Ms. Straw stated I do not get clear title.

Mr. Santiago stated that is correct.

Mr. Lynn stated you do not owe the mortgage since they foreclose.

Mr. Santiago stated that is correct.

Ms. Straw and we hand them the keys and the risk is that the property is upside down and they owe more to the mortgage company than the property is worth. If I foreclose for \$1,000, the property is worth \$100,000, but they bought it for \$150,000 and they have a \$125,000 mortgage, the bank forecloses at \$125,000. Am I responsible for the difference between what they get for the property?

Mr. Santiago responded you never have to worry about values and mortgages because those never impact the District. They owe \$1,000 in violations. You now have a lien and you foreclose on that lien. The bank may have a mortgage on it for whatever the amount is, but the bank is not doing anything.

Ms. Straw asked do I own the property in the meantime?

Mr. Santiago responded you own it as an asset. The risk is you now have a liability on the books, at your risk. You have to notify your carrier of this new asset. You have to maintain it because you are the owner, and the neighbors who before were unhappy with their tall grass, are going to look to the District to maintain it. Therefore, you have the carry cost of making sure the home is maintained aesthetically.

Mr. Lynn asked do you have to pay taxes?

Mr. Santiago responded you have to pay taxes legally because you are the owner. If you do not pay the taxes, a tax certificate is issued and the property gets sold at an auction. The taxes are your responsibility, but you do not need to worry about that.

Ms. Straw stated the taxes will take precedence over any mortgage on the property.

Mr. Santiago stated when Bank of America gets the notice; they are going to pay the taxes whether or not they push the foreclosure.

Ms. Straw stated they are going to protect the first lien and pay the tax.

Mr. Santiago stated when a property is purchased at a tax sale, it is clean.

Mr. Lynn asked what about insurance?

Mr. Santiago responded you still have to pay the insurance.

Ms. Straw stated if that is the case, we are going to have a room full of people out here who are going to demand that we do something. Will this fly even with our limited HOA authority?

Mr. Santiago responded at this point, I believe it is defensive.

Mr. Lynn stated the Statute which authorized the District to enforce deed restrictions and architectural reviews was limited. It only cited one section of the code which just has the responsibility to administer those portions. I am not certain that really puts us into the HOA category.

Mr. Santiago stated it does not for anything else. We would be working strictly within that particular paragraph. You have a neighboring community which imposes fines under the same Statute and I asked their attorney how they do this. They told me no one ever really brought that up.

Ms. Straw stated I believe our homeowners are going to demand us to take action. My assumption is that if we were to give you direction to move forward with a rule which authorizes us to impose fines, we have to include it in our fee schedule.

Mr. Santiago stated you have to tell me the amount.

Ms. Straw stated we will have to discuss it before the fee schedule is finalized, but you can incorporate this language in the final draft of the rules document which we have yet to review.

Mr. Santiago stated it will be a special policy, which requires a new provision.

Mr. Lynn asked does the District write a resolution in the interim while we are waiting for the rules to change?

Mr. Santiago responded we will ultimately take the language in the resolution.

Mr. Bovis stated we foreclosed on a couple of them in my village and we are renting them out successfully. I am the Chairman of the Fining Committee. You will need to have a fining committee for everything which has to go through there along with a procedure which will have to be followed. I would not feel comfortable moving ahead with anything until I know for sure that we can or cannot do this with our voluntary HOA here.

Ms. Straw stated we no longer have a voluntary HOA. It is defunct.

Mr. Bovis asked can we do this as an HOA or do we need to form an HOA?

Mr. Santiago responded everyone is subject to the deed restrictions which do not apply to the HOA by virtue of the special act. You will be acting under the authority given in the special act.

Ms. Straw stated we may include this in our rules and adopt it as a policy; as well as a procedure to collect fines. Once it hits \$1,000, we commence foreclosure and if we are challenged your belief is that it is arguable and defensible; and we would prevail if we were challenged.

Mr. Santiago stated I think we have a good and defensible argument. Ultimately, it depends on the facts, but keep in mind you are not going after occupied properties. You are going after vacant properties in which the property owner has taken overt action. You cannot arbitrarily make a capricious choice, and you must have an objective target list; and we identify them first as tenant occupied which becomes a first priority because those are not being maintained. Tenants and homeowners will never pay attention to those, but the minute you put a lien and foreclose, those homeowners come rushing in with a check because they are losing the revenue.

Ms. Straw stated our direction would be to include in our rules development of a process and procedure around that along with a fee schedule.

Mr. Lynn stated you can do this faster by passing a resolution.

Ms. Straw asked who drafts the resolution?

Mr. Santiago responded I can draft it for you, but I want it for discussion at your next meeting in order to give you the opportunity to discuss it prior to adoption. You will also be adopting the fee. We should have the resolution in place for Board discussion because we are going to have to notice it since we are adopting a fee.

Mr. Bovis asked what is the Statute number?

Mr. Santiago responded it is Florida Statute Chapter 720.3085. I am going to give you the exact provision.

Ms. Straw stated we suspended our rules meeting pending a date from you for a document.

Mr. Santiago stated I will get you the document; after which we can set a date. I cannot promise it right now with so many hearings.

Mr. Santiago stated a resolution for these fees will be available for our next meeting, which I do not normally attend. What is the date for that one?

Ms. Straw responded I thought you wanted it for the next meeting in which you were going to be here because my guess is we are going to want to review it beforehand and then we are going to need you here to discuss it anyway to ask questions. Therefore, I think it has to be the next full staff meeting.

Mr. Santiago stated I can answer your questions at the non-staff meeting; and make changes right there.

Ms. Straw stated I believe we should do this at the second meeting next month rather than at the non-staff meeting. I would like you to get the document to us on the Friday before the full staff meeting.

Mr. Santiago stated you are going to have it right now because I have done this in other communities. Therefore, I have a draft.

Ms. Straw stated thank you for your update and your apology. However, letting us know that you were busy rather than just not responding would have been helpful. It caused a great deal of angst and concern with our Board as to your performance and commitment to this District. I would like a status report on a weekly basis because I think the Board has some legitimate questions and concerns.

Mr. Bovis asked can we get into a home legally prior to foreclosing?

Mr. Santiago responded no.

Ms. Straw stated I do not think it takes very long.

Mr. Santiago stated it depends on how quickly the court can get us on the schedule. We have to do a search. Obviously the record owners are not going to be there, but my private investigator will find them. If they are nearby, I can serve them. If they are in another state, I have to do a publication which takes approximately 30 days. It is approximately 90 days from the time I can have everything ready in line to get a sale date. This is assuming the courts let me get in there quickly. Ninety days in legal terms is fast, but it is a very straightforward process, we just have to check the boxes required for a foreclosure. Once the sale date comes up, the

auction is there and in fact, they have been doing the auctions on line today. We did one today and it took approximately 30 minutes.

Mr. Bovis stated we were going to foreclose on one of the homes which we ultimately did not have to, as we got someone in the house before and it was a shambles. It would have cost us a lot of money to get it up and running for a rental.

Mr. Santiago stated squatters are getting into these homes.

Ms. Straw stated this is all the more reason to act.

Mr. Santiago stated we work with your staff and if the home appears to be gutted, it can go to the bottom of the list. If it is nice, that one goes to the top of the list.

Ms. Straw asked can we pick and choose that way?

Mr. Santiago responded yes because they are all abandoned.

Mr. Shahin stated we can develop a list of criteria.

Ms. Straw asked are we all in agreement we want to give him the direction to draft the resolution?

Mr. Bovis responded yes.

- Mr. Bovis questioned Mr. Santiago's February billing regarding a prepaid charge at a home in the amount of \$2,250.
 - Mr. Santiago indicated this was for the motorcycle situation which was discussed earlier.
 - The Citrus County Sheriff required the prepayment in order for them to seize the motorcycle.
 - This amount will be added to the amount he owes the District.
 - Ms. Straw discussed deed restrictions.
 - It appears the process of filing a motion is taking a long time.
 - Mr. Santiago indicated much of this is because of the situation in which they do not have judges.
 - Senior judges were brought on to handle the foreclosure case loads.
- B. Engineer**
- Mr. Payne gave Mr. Mendenhall a DVD of the plats for scanning.
 - Mr. Mendenhall will look at the DVD; and get with Mr. Payne in the next couple of days to determine which information should be copied.

- Three inspection reports for SWFWMD were completed and ready for submission.
- Mr. Payne indicated the District should be in the five-year cycle for mitigation, but this is not the case.
 - Mr. Mendenhall indicated there were questions regarding trees.
 - Dr. Don made recommendations for certain plantings.
 - There are two remaining areas.
 - They should be released once the next cycle of plantings survives.
- Mr. Payne indicated that any outstanding permitting issues with SWFWMD should be taken care of by April before the rainy season starts.
 - Mr. Mendenhall and Mr. Payne will work together to gather the list of permits for the District.
 - Ms. Straw asked that Mr. Payne provide an update at the next full staff meeting.
- Mr. Lynn asked Mr. Payne to clarify whether the fence on Wrencrest Drive which the CDD repaired, is actually owned by the CDD or the homeowner.
 - Mr. Lynn does not recall the District ever approving a fence for that property.
 - Ms. Straw believes the map book may have to be updated if the District does not own it.
 - Mr. Payne presented two options.
 - o A surveyor can mark the property.
 - o The engineer can research and determine either way.
 - Ms. Straw would like Mr. Payne to do the initial research to see what he comes up with prior to getting a surveyor involved.

C. Property Manager

Although Mr. Snyder was not in attendance, he provided a report which Ms. Straw presented for discussion.

- Mr. Snyder filed a dispute with the credit card company for the company which provided the pool surfacing materials.
 - The vendor did not have the material in stock.

- The dispute was accepted and the account was credited.
- Mr. Snyder is in the process of securing a second vendor to get the supplies on site.
- Mr. Glassman updated the Board regarding the issue at Covina Key in which the owner did not show up for a walk-through.
 - Mr. Glassman met with that property manager on property the day after a torrential rain.
 - He gave her a map which shows where every drop of water sits on that property.
 - Only designated areas are to be repaired.
 - Their property manager is going to handle getting the issue resolved.

D. District Manager

- Mr. Mendenhall discussed the necessity of changing names of administrators for the credit card account.
 - Ms. Ricker was still in the records.
 - Mr. Mendenhall is one of the administrators and Ms. Ricker was the backup.
 - Mr. Mendenhall recommends the Board designate a secondary administrator.
 - The Board designated Mr. Bovis as the secondary administrator.

SEVENTH ORDER OF BUSINESS

Committee Reports (Continued)

C. Government Liaison

- The alligator hotline was eliminated.
 - A new program is being implemented of which Mr. Lynn will have more details at the next meeting.
 - Communities will be able to apply for a permit; after which they will receive specific alligator retrieval signs.
 - Meadow Pointe II will have a specific person and any calls will have to be put through to the clubhouse.
- Sheriff White resigned.
 - He will propose to the Governor a staff member as a replacement.

- The Governor will appoint the new Sheriff.
- Ms. Straw indicated there is a rumor going around that a Deputy in the District is interested.

ELEVENTH ORDER OF BUSINESS

**Approval of the Minutes of the
February 16, 2011 Meeting**

Ms. Straw stated each Board member received a copy of the Minutes of the February 16, 2011 Meeting and requested any additions, corrections or deletions.

There not being any,

On MOTION by Mr. Glassman seconded by Mr. Shahin with all in favor, the Minutes of the February 16, 2011 Meeting were approved.

TENTH ORDER OF BUSINESS

Other Business

Brian Shahin

- The issue in which the resident obtained a quote for surveillance cameras was discussed.
 - He sent an e-mail to Mr. Shahin with a quote to be addressed to the CDD.
 - Ms. Straw contacted the company and made them aware the CDD is not asking for a quote and this resident was not acting on official business for the District.
- Mr. Shahin drafted rules for the tennis courts.
 - Copies were distributed for the Board to review and redline.

Linda Straw

- Ms. Straw sent recommendations for possible topics of discussion to Mr. Dennis Smith of Meadow Pointe I CDD; and Ms. Straw proceeded to read his response back.
 - They are not looking to hold a joint meeting, but Mr. Smith is willing to meet with Board members individually.

ELEVENTH ORDER OF BUSINESS

**Approval of February 28, 2011
Financial Statements**

Ms. Straw presented the February 28, 2011 Financial Statements for the Board's review and approval; copies of which are attached hereto and made part of the public record.

Mr. Glassman MOVED to approve the February 28, 2011 Financial Statements; and Mr. Aleo seconded the motion.

- Mr. Shahin indicated there was a line item for each of the Villages for a purchase of a certain item.
 - Ms. Straw advised that this and any other questionable items should be presented to Mr. Snyder.

There being no further discussion,

On VOICE vote with all in favor, the prior motion was approved.

TWELFTH ORDER OF BUSINESS

Audience Comments

Hearing no comments from audience members, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Shahin seconded by Mr. Aleo with all in favor, the meeting was adjourned at 9:33 p.m.



Linda Straw
Chairperson