

**MINUTES 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 on Wednesday, February 17, 2010 at 6:30 p.m. at the Meadow Pointe II Clubhouse, 30051 County Line Road; Wesley Chapel, Florida.

Present and constituting a quorum were:

Linda Straw	Chair
Mark Glassman	Vice Chairman
Diana Ricker	Treasurer
Brian Shahin	Secretary
Jerry Lynn	Assistant Secretary

Also present were:

Andy Mendenhall	District Manager
Rolando Santiago	District Attorney
Bob Valentine	District Engineer
Bill Snyder	Property Manager
Renee Glassman	ARC/DRC
Yolanda Bush	ARC/DRC

The following is a summary of the minutes and actions taken at the February 17, 2010 Meadow Pointe II Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Straw called the meeting to order and the Board members and staff identified themselves for the record.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Guest Speakers

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Resident Council Representative

There being no report, the next item followed.

FIFTH ORDER OF BUSINESS

Committee Reports

B. Deed Restrictions

Ms. Bush distributed the Deed Restriction Report for review, which is attached hereto and made part of the public record.

- 2010-3 through 2010-7 - all for garbage can outside and visible.
 - Ms. Bush noted the pictures were all taken on garbage day.
 - 2010-5 and 2010-6 were at the street.
 - These will be verified for the next meeting and it was noted not to do so on Tuesday or Friday (garbage days).

On MOTION by Mr. Lynn seconded by Ms. Ricker with all in favor the Deed Restrictions Report was approved as submitted.

A. Architectural Review

Ms. Bush distributed the Architectural Review Report for review, which is attached hereto and made part of the public record.

- 2009-121 – Mr. Lynn noted he checked with the county and the maximum driveway allowed is 24 feet at the sidewalk and at the road there is a requirement for three foot flair on each side (30 feet).
 - Discussion ensued with regard to allowing the widening of the apron.
- Discussion returned to Deed Restrictions with regard to letters being sent when Mr. Hess verifies the cans are still out and it is not garbage day.

On MOTION by Mr. Lynn seconded by Ms. Ricker with all in favor the prior motion was amended to send DR letter #10 if cans still at the street or visible.

- ARC discussion continued.
- 2010-5 – Rain gutters - discussion ensued with regard to whether it is within the CDD's jurisdiction with the outcome being it is not as if it does not change the footprint of the home.

- 2009-121 – continued with the outcome being the resident will be informed of the county code that the driveway cannot be more than 24 feet and for the driveway (CDD portion) cannot be more than 24 feet at the sidewalk and 30 feet at the street with the 3 foot flairs on each side and concrete should be the same thickness as the existing portion.

On MOTION by Mr. Glassman seconded by Mr. Shahin with all in favor the Architectural Review Report was approved.

On MOTION by Mr. Lynn seconded by Mr. Shahin with all in favor the regular meeting was suspended.

SIXTH ORDER OF BUSINESS

New Business

- Mr. Lynn noted as a point of information there was an incident where a vehicle ended up in the pond behind the daycare center Tuesday night.
 - The damage to District property was actually caused by the tow company removing the car from the pond.
 - There has been no conversation with the female driver of the car – she is insured by USAA. They are waiting for the police report from the Highway Patrol.
 - Mr. Santiago noted these types of accidents are generally uncontested by the insurance carrier – the question will be how much insurance does she have.
 - Mr. Snyder noted they sent pictures to the trooper to amend his report as he had stated there was no damage.
 - Mr. Snyder will provide the troopers name to Ms. Ricker for her to obtain the report.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Santiago noted he has no additional report.

- Mr. Glassman inquired as to the issue in Iverson with the raised sidewalk.
 - Mr. Santiago noted he has not heard anything more.

- Discussion ensued and it was noted the assumption was both parties had a responsibility.
- Mr. Glassman noted he has contacted two or three arborists and it is thousands of dollars to get someone who will not make any assumptions until everything is broken up and they can see which roots it is.
- Mr. Glassman heard from the Pasco County Department of Forestry and they also said the same thing with regard to the roots, but they will not do it and will provide the names of three arborists.
- Ms. Straw noted the paving company said they can cut the root and repair the sidewalk - there are no guarantees cutting the root will not kill the tree.
- Discussion ensued with regard to removing the sidewalk and having an arborist look at the roots – how does the CDD recover the costs.
- Everything is based on the premise that the costs would be split 50/50 between the two homeowners.
- Mr. Santiago noted the CDD will send an invoice to the respective homeowners as they have an obligation to maintain the sidewalks.
- Mr. Glassman suggestion getting a judgment from the county with regard to if the tree is removed what has to be replaced and it was noted the CDD cannot go onto the property to remove the tree just the root from under the sidewalk.
- Mr. Santiago noted public safety will override whatever impediments there are to the cutting of the root.
- Further discussion ensued with regard to the tree dying from the roots being cut and it was noted this would be a civil matter for the homeowner.
- Discussion ensued with regard to sending a letter to the homeowners and Mr. Santiago noted they need to include the costs for the repairs.

- A special assessment can be imposed on the two properties for the cost of repairs and would be the preference of the Board.

On MOTION by Mr. Glassman seconded by Mr. Lynn with all in favor to send a letter to the homeowners advising that the CDD will take action in 30-days to repair the sidewalk and assess the costs equally amongst the two abutting property owners if no taken to remedy by the homeowners was approved.

- Ms. Straw will draft the letter, provide to Mr. Snyder to place on District letterhead and send certified mail to the homeowners.
- Mr. Mendenhall will be copied as well to provide to the Assessment Department.
- Ms. Straw inquired as to the conveyance of the mitigation areas.
 - Mr. Santiago noted the developer is prepared to convey once approved legal descriptions are received.
 - The legal descriptions will be provided to Mr. Valentine for approval and the District will need to pass a motion approving acceptance of conveyance of those parcels.
 - Mr. Lynn noted there is a developer issue and an owner issue as the property across the street is owned by OPC Properties and discussion ensued – OPC has agreed to absorb the costs of preparing the legal description and Trout Creek Developer has been very open and has agreed to send legal descriptions and proposed deeds.
 - Mr. Santiago will provide an update in his monthly report.
- Ms. Straw inquired if Mr. Santiago has received any of the contracts for the paving projects and Mr. Santiago responded not yet.
- Ms. Ricker and Mr. Mendenhall addressed the military search and foreclosure status checks in last month's invoice and inquired if there is a more efficient way of doing this.
 - Mr. Santiago responded the military search was with regard to before they can move for a motion of summary judgment on an

absent party they are now required to check to see if any of those people are serving in the military. If it comes back positive it has to be put on hold because it is a service man. We will not be able to get a judgment if we proceed on something without filing an affidavit that we have done those searches. It is the same with title updates but some of those costs can be eliminated if the District is a party to the case as they will know who the owner is and if the bank has taken ownership and will not have to do the updates.

- Ms. Ricker addressed the costs per search and inquired if they have to be done individually.
- Mr. Santiago noted it is one search per person as they need the affidavit and results for each name search.

B. Engineer

Mr. Valentine reported on the following:

- Paving proposal – third time he has reviewed the proposal.
 - Ms. Straw inquired as to how soon they go to Mr. Santiago.
 - Mr. Valentine responded they are ready to go.
 - Ms. Straw requested Mr. Santiago review them as quickly as he can.
 - Ms. Ricker inquired if they have set a limit on the costs for Mr. Valentine's work and Ms. Ricker noted they have not.
 - Further discussion ensued with regard to professional expenses and what is the Board's expectation of the level of inspection for the project – the Board wants him to tell them that the work was done in accordance to specifications.
 - Discussion ensued regarding the contracts and progress payments.
 - Discussion ensued regarding bonds for projects.
 - Mr. Valentine noted the maximum for his services for the parking lot paving project should be \$2,000.
 - Further discussion ensued with regard to the parking lot project and it was noted with professional fees the project will be approximately \$35,000.

- Discussion ensued with regard to line items which could be used for the project – general reserve.

On MOTION by Mr. Lynn seconded by Mr. Shahin with all in favor additional engineering fees not to exceed \$2,500 were authorized.

On MOTION by Mr. Lynn seconded by Mr. Shahin with all in favor additional attorney fees not to exceed \$1,000 were authorized.

- Mr. Santiago noted the agreed upon scope of work will be Exhibit A to the contract.
- Exhibit B will be the addendum.

On MOTION by Mr. Lynn seconded by Ms. Ricker with all in favor authorizing the Chair to sign paving contract was approved.

- Mr. Valentine noted his main concern with the contract is it calls for milling adjacent to the sidewalk so they can place new asphalt there.
- Mr. Valentine noted there is one other item he will be addressing – for the Villages the contractor is going to lay out the locations but the agreement states the price is an estimate and actual quantities will be determined by field measurements upon completion of the project and will be billed at the appropriate unit price as quoted above.
- Discussion ensued with regard to the contract billing – Mr. Valentine will indicate it is a lump sum price for the work indicated in the agreement – no unit pricing.
- Mr. Snyder inquired as to the mats and if they would need to be replaced.
 - Mr. Valentine noted when you are talking about Covina Key those mats would be on the sidewalk which is beyond the pavement which is outside of District property.

- Ms. Straw noted the parking lot is part of the Reserve Study and they need to make sure they restart the clock as soon as the parking lot is repaved and adjust the funds to be reserved.
- Mr. Lynn noted Mr. Valentine will be speaking at a PACA meeting in April to discuss Village reserves, CDD reserves and how to establish.

C. Property Manager

Mr. Snyder reported on the following:

- Flyers have been delivered with the exception of Wrencrest.
 - Ms. Straw updated Ms. Ricker on the last meeting and the discussion about potentially addressing loyal advertisers to find if they would offer a freebie or discount with a code.
- Mr. Snyder noted he is still pursuing the two bad checks and further discussion ensued.
- Due to the cold weather there has been In-house repairs on the mule and gator (maintenance vehicles).
- Pool bath has been cold due to the weather.
- Repairs are still being done on the fences and they have been working with the deputy to try to catch those damaging them in the act.
- The ponds have cleaned up very nicely.
- Ms. Straw and Mr. Snyder noted they had a conversation about reducing the rental rates at the clubhouse.
 - Mr. Snyder has looked at some of the rental rates at the other clubhouses and due MPII room capacities they may have increased their fees too much.
 - Ms. Ricker noted Mr. Mendenhall has done extensive reviews and their rates were very low.
 - Mr. Lynn noted reduced rentals may not be due to the rate increase but rather the economy.
 - Mr. Shahin noted he has looked at the reservation records and there is a correlation between the increase in rates and reduced reservations.

- Further discussion ensued with regard to the clubhouse usage and the fees and Mr. Mendenhall noted if rates are to be changed they have to go through the public hearing process.
- Mr. Snyder noted Longleaf had scheduled a room for a meeting, the room was set up and they did not show and discussion ensued.
- Mr. Lee of Tullamore sent an email stating the wall between Charlesworth and Tullamore is falling down.
 - Mr. Snyder noted this is a wooden fence which he does not think belongs to the District.
 - It was noted the builder put the fence up and it is not District property – Mr. Snyder will follow-up with an email to Mr. Lee.
- Mr. Snyder will be in Orlando tomorrow to attend a trade show to see if he can get a discount on fabric fence.
 - Mr. Snyder inquired if Mr. Mendenhall was familiar with the auctions for General Administration of Government. He can save 15% when buying paper towels and supplies.
 - Mr. Snyder noted he emailed the form to be filled out to Mr. Mendenhall.
 - Mr. Mendenhall will check it out.
- Ms. Straw noted the statement of work went to Shane for the SES upgrade and they are waiting for him to start the project.
 - Mr. Snyder noted there appears to be a glitch when it downloads.
 - Mr. Shahin noted he was having an issue accessing a drive without a shortcut and is waiting for a response from Shane and discussion ensued.
- Mr. Snyder has a meeting set up with the two IT candidates for the 25th and is preparing a list of requirements.
 - Mr. Shahin will provide his list of questions.
 - Mr. Lynn noted he still cannot connect to the server at the clubhouse.
- Ms. Straw inquired if they received clarification on the occupancy signs as to whether it was tables and chairs.

- Mr. Snyder responded the question was asked and she said whatever is written on there is what we do – which is chairs and tables.
- Further discussion ensued and Ms. Straw noted the clarification she was looking for was with regard to the number of the tables – if there is one table does this mean you can now only have 25 rather than 46 people.
- Ms. Straw noted Mr. Snyder has terminated an employee in the last month. The gentleman has been placing letters on her door and calling her. She met with Mr. Snyder then called the gentleman back, wished him well and she has not heard from him since.
 - Mr. Shahin inquired if they do exit interviews when someone is terminated or is quitting.
 - Ms. Straw noted this is a situation where it was clearly documented and necessary.
 - Further discussion ensued with regard to the situation.

D. Manager

Mr. Mendenhall noted he has no further report.

EIGHTH ORDER OF BUSINESS

**Approval of the Minutes of the
January 20, 2010 Audit Committee
Meeting and January 20, 2010
Regular Meeting**

On MOTION by Mr. Lynn seconded by Ms. Ricker with all in favor the minutes of the January 20, 2010 Audit Committee Meeting and January 20, 2010 Regular meeting were approved.
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NINTH ORDER OF BUSINESS

Other Business

- Mr. Lynn noted he attended the County Commission hearing on the issue of parking and presented himself as a speaker.
 - Two issues were presented by staff for review by the County Commission – to amend the parking on the streets and also to

provide for a provision of fining parking across sidewalks to include the driveway apron portion of the sidewalk.

- Previously the county has said the driveway apron portion was not part of the sidewalk and the amendment would have changed this to define it as the portion of the sidewalk that continues across the apron.
- Amendment one was turned down by the County Commission – the amendment included parking on the street and parking across the sidewalk.
- The second amendment was strictly parking on the street and did not include anything with regard to parking on the apron.
- Mr. Lynn noted he has measured every street in the gated community and they range from 20 feet to 24 feet with the average being 22 feet. Mr. Lynn noted he also measured the average motor vehicle and the emergency equipment at the fire department. He provided this information to the County Commission.
- The other issue is with the Traffic Enforcement Agreement. The law states only state laws can be enforced not county rules.
- The County Attorney has stated CDD streets are public streets and the Sheriff's Department can enforce traffic regulations of the county.
- The second amendment was passed and the ordinance basically says no parking on any streets in any subdivision that is public. Since the CDD is public there will be no parking on any street within a subdivision (including gated) and it is enforceable by the sheriff.
- Mr. Lynn when asked his opinion told the County Commission he would like to see a ruling passed that there is no parking on any driveway apron portion of the sidewalk but if they do not the CDD has taken their own steps to do something about it and the County Commission and County Attorney said the CDD as a government agency have the right to enforce their own internal regulations

February 17, 2010

MP II CDD

which is the District's resolution stating there is no parking across the apron.

- Mr. Lynn addressed an option for CDD's of adding a button to the gate boxes to connect with the clubhouse to gain entrance.
- Further discussion ensued with regard to the amendment to the Parking Ordinance and Mr. Lynn will provide what the CDD staff needs to know with regard to parking.

TENTH ORDER OF BUSINESS

**Approval of January 2010
Financial Statements**

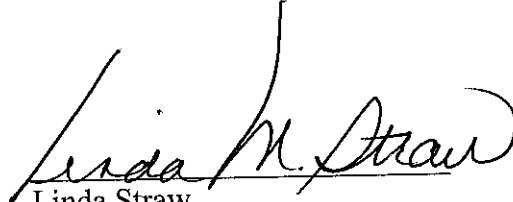
Tabled to the next meeting.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Lynn seconded by Mr. Shahin with all in favor the meeting was adjourned.


Linda Straw
Chair