

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**TARA**  
**COMMUNITY DEVELOPMENT DISTRICT 1**

A meeting of the Landscape Committee meeting of the Tara Community Development District 1 was held on **Thursday, January 16, 2007 at 10:00 a.m.** at the Tara Community Center, located at 7340 Tara Preserve Lane, Bradenton, Florida 34203.

Present and constituting a quorum:

Jack Horner	<b>Board Supervisor, Chairman</b>
Gerald Wixson	<b>Board Supervisor, Vice Chairman</b>
Dan Powers	<b>Board Supervisor, Assistant Secretary</b>
Peter Pfeiffer	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Karen Hartman	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
John Vericker	<b>District Counsel, Straley, Robin &amp; Williams, P.A.</b>
Michael Morgan	<b>PA, Attorney At Law</b>
Dan Shulman	<b>Representative, Tropical Landscape Solutions, Inc,</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Hartman called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Discussion Regarding Tropical Solutions, Inc.**

Ms. Hartman stated the second order of business on the agenda was the discussion regarding Tropical Landscape Solutions, Inc. She stated a letter dated January 5, 2007, had been received from Tropical Landscape Solutions, Inc., demanding payment of \$46,657.75.

Mr. Horner stated that the actual effective date of receipt of said letter had been Monday, January 8, 2007, as the letter had been sent via facsimile and the receipt time was 5:30 p.m., on January 5, 2007. He stated further that payment on the Tropical Landscape Solutions, Inc. invoice had been withheld due to a failure by the company to perform contracted work and due to damages to Tara CDD property, by the company. Mr. Horner stated contact had been made to the company regarding these concerns, but no satisfactory action resulted from said contact.

A lengthy discussion ensued regarding the contracted mowing and pruning services, planting of decorative plants, damage to CDD and personal property and plants, insect/fire ant concerns, irrigation concerns, add-on services requested and Tropical Landscape Solutions, Inc.'s response to the previously voiced concerns.

Mr. Horner stated the irrigation systems had been tested by an independent source and found that out five irrigation systems the CDD had paid Tropical Landscape Solutions, Inc. to maintain, three of the systems did not work. He stated that the three systems drip irrigation had been chewed up by the lawn mowers, one of which also had a colony of carpenter ants in the control box.

Mr. Horner stated the CDD had obtained an estimate for the repair of the irrigation system. He stated further that the CDD had another source come in to give an estimate for the cost to correctly prune all the CDD trees/palms and correct damage to hedges at the CDD entrance, and to determine the amount of damage that had been inflicted on the trees by the weed eaters. Mr. Horner stated that this estimate has not yet been received. Mr. Shulman asked if he could have a copy of the information in question. Mr. Horner stated the CDD would supply him with copies of the information.

Mr. Shulman stated that he would have gladly provided staff to assist in the inspection of items indicated, but had not been advised the inspection was to take place. Mr. Shulman went on to explain some things he had found during his inspection of the irrigation system and actions he had taken to correct the irrigation situation. Mr. Shulman stated that one of the pumps in question was located on the golf course and he had no knowledge that it belonged to the CDD until recently. A discussion ensued regarding the irrigation issues. Mr. Shulman agreed to provide both counsels with the total cost of irrigation repair to the irrigation, from the date of inception of the contract to the current date.

Ms. Hartman stated the current contract's date of expiration is January 31, 2007, and that if it was the Board's intent not to renew the contract formal notice had to be given.

<p>On a Motion by Mr. Pfeiffer, seconded by Mr. Powers, with all in favor, the Board approved to formally notify Tropical Landscape Solutions, Inc. by letter that the contract for landscaping services would not be renewed, for the Tara Community Development District 1.</p>
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Ms. Hartman stated the next item that had to be addressed was Tropical Landscape Solutions, Inc.'s letter of demand for payment in the amount of \$46,657.75. A brief discussion ensued regarding the demand for payment, an offer of settlement was made in the amount of \$26,000 and a brief recess was taken at 11:15 a.m.

Ms. Hartman reconvened the meeting at approximately 11:17 a.m., with all members present at the time of the recess still in attendance.

Mr. Morgan stated that at this time Tropical Landscape Solutions, Inc. did not have enough information to evaluate the Board's offer. Mr. Morgan stated that following review of the estimates the Board had previously agreed to provide, Tropical Landscape Solutions, Inc. would be in a better position with which to respond to the settlement agreement.

Mr. Horner stated that he was rescinding the \$26,000 settlement offer.

Mr. Horner stated that if this matter was to be litigated, it had been suggested by District Counsel that the BOS obtain local representation. A lengthy discussion ensued regarding this issue. Mr. Horner was asked to research local attorneys, to possibly represent the Board on the Tropical Landscape Solutions, Inc. litigation, and return to the Board with his recommendations.

Mr. Horner stated the Board needed to obtain counsel to represent the Board to advised what the BOS needed to do and how to proceed in preparation for litigation regarding the CDD's maintenance and enhancement of properties not owned by the CDD. A lengthy discussion ensued regarding the maintenance of common areas.

Mr. Vericker suggested that first the BOS hire an independent Title Insurance Company to research the ownership records, to determine definite ownership of the lands/properties in question. A brief discussion ensued.

<p>On a Motion by Mr. Powers, seconded by Mr. Wixson, with all in favor, the Board approved the hiring of a Title Company to research the ownership and encumbrance of the CDD and golf course properties in question, not to exceed the cost of \$750, for the Tara Community Development District 1.</p>
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A discussion ensued regarding the maintenance of property not owned by the CDD. Mr. Vericker stated that first it should be determined why the CDD was maintaining the property and if there is no agreement between the parties for the CDD's continued maintenance of the property the CDD should stop the continued maintenance of same. A discussion ensued regarding this issue.

Mr. Wixson suggested that once the property boundaries had been legally determined, someone from the Board should meet with Mr. Agnelli and advise him that the CDD had maintained properties that are owned by him and that the CDD would no longer continue to maintain these properties.

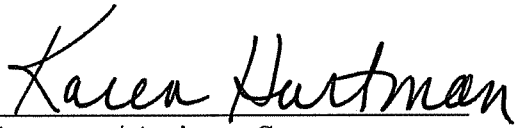
Mr. Agnelli should also be advised at that time that the CDD would be presenting him with a bill for the past maintenance of the property, by the CDD. Further discussion ensued regarding this issue.

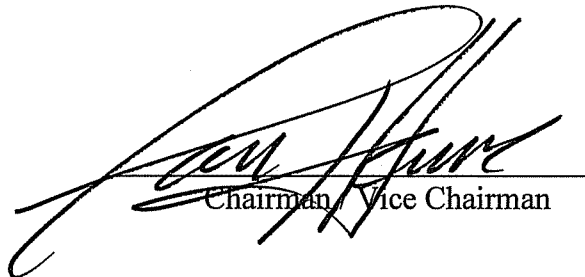
**THIRD ORDER OF BUSINESS**

**Adjournment**

Ms. Hartman stated that there were no other items to come before the Board and asked for a motion to adjourn at 10:00 p.m.

On a Motion by Mr. Pfeiffer, seconded by Mr. Powers, with all in favor, the Board of Supervisors adjourned the meeting at 12:30 p.m., for the Tara Community Development District 1.

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman