

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 Board of Supervisors meeting of the Tara Community Development District 1 was held on **Tuesday, February 6, 2007 at 2:30 p.m.** at the Tara Community Center, located at 7340 Tara Preserve Lane, Bradenton, Florida 34203.

Present and constituting a quorum:

Jack Horner	Board Supervisor, Chairman
Gerald Wixson	Board Supervisor, Vice Chairman
Dan Powers	Board Supervisor, Assistant Secretary
Peter Pfeiffer	Board Supervisor, Assistant Secretary
Timothy Lenz	Board Supervisor, Assistant Secretary <i>(via speaker phone)</i>

Also present were:

Karen Hartman	District Manager, Rizzetta & Company, Inc.
John Vericker	District Counsel, Straley, Robin & Williams, P.A. <i>(Joined Meeting in Progress)</i>
Gene Robinson	Field Manager
Joe Bratcher	Representative, Florida Lawnpros, Inc.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Horner called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Discussion of Tropical Solutions, Inc.

Mr. Horner stated the next item of business on the Agenda was the discussion of Tropical Solutions, Inc. Ms. Hartman stated she had brought a check for \$46,657.75, covering the full amount due on the outstanding invoices.

THIRD ORDER OF BUSINESS

**Consideration of Florida LawnPros, Inc.
Contract**

Ms. Hartman stated the second order of business on the Agenda was the consideration of the Florida LawnPros Inc., contract. She stated she had had the amendment, dated December 22, 2006. She stated she wanted to focus on the scope of services.

Ms. Hartman stated the first variance between the addendum and the contract were as follows:

- The mowing language had eliminated 42 cuts and was changed to state that all turf shall to be mowed weekly between April 1st and October 31st, and every other week between November 1st and March 31st.
- Additional areas were clearly defined and included what sub-contractors may be used and what equipment may have to be rented to provide additional mowing.
- Weed eating was added noting that it will be done "with due care not to cause injury to any trees or plant material."
- Turf fertilization shall be provided throughout the community on an on-going basis.
- Treatment of insect and disease of turf shall be on-going, and the landscaper shall provide on-going treatment for the prevention of insect and disease by native and non-native intrusion of species.
- Pruning is to be provided on an on-going basis.
- Mulching will be with utility grade B or better cypress mulch, which is no change from the original proposal and contract.
- Fertilization shall be provided throughout the community, on an on-going basis.
- The trimming of palm trees will be on an annual basis, all tree braces and straps will be secured or removed according the condition of the tree, at no charge. The contractor will provide a separate itemized cost for the trimming of trees over 15 feet.
- Tree fertilization will be on an on-going basis.

- The contractor is to provide monthly inspection of the Irrigation system, checking control valves, adjust spray, replace or clean filters, remove encroaching grass, adjust water duration and make necessary repairs. If repairs exceed \$350, contractor will contact the CDD manager for authorization to proceed.

Ms. Hartman stated that the scope of services in the contract dated January 8, 2007 was not the same as those in the addendum, and was not in compliance with the RFP. She stated that there were two options: the bid might need to be thrown out because it did not comply with the RFP, or that with the agreement of Mr. Bratcher, pages 23, 24 & 25 must be removed and must be replaced with the addendum language. She deferred to District Counsel.

Mr. Horner asked Mr. Bratcher, "Since the scope of services as submitted by you in your bid did not include the addendum, was that intentional or was that just a Scrivener's error?" Mr. Bratcher indicated that he thought he had submitted the addendum. Mr. Bratcher then agreed with Mr. Horner, indicating that it was a Scrivener error.

(Mr. John Vericker, District Counsel, joined the meeting in progress). A discussion ensued regarding the Florida LawnPros proposal, addendum and proposed contract. Mr. Horner stated to Mr. Vericker that Mr. Bratcher had been asked if his intention had been to submit the bid as it was submitted, or was it a Scrivener's error that it was not submitted in compliance with the District's RFP. Mr. Horner stated that Mr. Bratcher had replied that there were other items in his bid that "referenced his request for, his submission as being, that included the addendum items. So therefore it was a Scrivener's error. Right? Your secretary may have put in the wrong pages."

Mr. Bratcher stated that it had been his intention to submit the package as was requested, including the addendum, and that if the addendum had not been included it was an error on his part.

Mr. Bratcher stated that Florida LawnPros Inc. would be willing to perform the landscaping services as is directed by the contract, on a temporary basis, without a contract. He stated that upon the signing of the contract the Board can then determine if the services were performed appropriately and authorize payment for the services rendered. A discussion ensued.

<p>On a Motion by Mr. Wixson, seconded by Mr. Pfeiffer, with four in favor and one opposed, the Board tabled the execution of the contract and authorized payment to Florida LawnPros, in the amount of \$13,000, for landscaping services performed for the month of February, prior to the execution of a contract, for the Tara Community Development District 1.</p>
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Mr. Horner asked Ms. Hartman if there was not sufficient time to review the submitted documentation to ensure the proposal had been submitted in accordance with the RFP. Ms. Hartman explained the steps that had been taken and how it was found that the scope of services in the Florida LawnPros submitted proposal were not in compliance with the RFP.

A discussion ensued regarding the purchase and use of pine bark mulch, and the pruning of palm trees.

Mr. Darby Conner, Don Stoddard and Daniel Boone, were introduced to the Board as individuals who are interested in being appointed to the Board, should a vacancy occur.

On a Motion by Mr. Lenz, seconded by Mr. Wixson, with all in favor, the Board approved payment to Florida LawnPros Inc., in the amount of \$21,000, for the purchase of pine bark, for the Tara Community Development District 1.

On a Motion by Mr. Wixson, seconded by Mr. Powers, with all in favor, the Board approved payment to Florida LawnPros Inc. in the amount of \$3,248, for the pruning of all palm trees, for the Tara Community Development District 1.

Ms. Hartman stated the Board needed to address the discussion of the Tropical Landscape Solutions meeting and outstanding balance. Mr. Vericker stated he had sent a letter to Tropical Landscape Solutions, advising of the Board's intent to release them from their current contract. Mr. Vericker stated he had been advised that Tropical Landscape had since done some work in the District and that the Board needed to decide what amount of payment they felt due. A discussion ensued.

On a Motion by Mr. Powers, seconded by Mr. Wixson, with all in favor, the Board approved payment to Tropical Landscape Solutions, Inc. in the amount of \$46,657.75, subject to the signing of a release, for the Tara Community Development District 1.

FOURTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comment**

It was stated that the property in front of Grand Oak Condominiums, between the sidewalk and the curb is a right-of-way owned by the County and it is typically the property owners' responsibility to maintain that property. A discussion ensued.

A resident asked for the status of the flooding issue behind Birds Eye Terrace. Mr. Horner stated it has been brought up to the District Engineer and explained that steps are being taken to alleviate the situation.

A resident expressed concern over the sprinklers on District property coming on at about 8:30 p.m.

FIFTH ORDER OF BUSINESS

Consideration of Proposal from Amerson Nurseries, Inc.

Mr. Wixson stated the next order of business on the agenda is the consideration of the proposal from Amerson Nurseries, Inc. for the re-forestation of Birds Eye Terrace cul'de sac area. Ms. Hartman stated there was \$17,000 in miscellaneous contingency fund for line items of the budget, which could be utilized for this proposal.

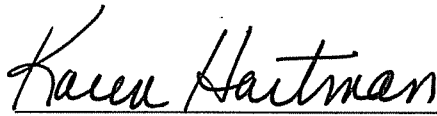
On a Motion by Mr. Wixson, seconded by Mr. Powers, with all in favor, the Board tabled the consideration of a proposal from Amerson Nursery until the next meeting, for the Tara Community Development District 1.

SIXTH ORDER OF BUSINESS

Adjournment

Ms. Harman stated there were no other items to come before the Board and asked for a motion to adjourn at 3:45 p.m.

On a Motion by Mr. Wixson, seconded by Mr. Powers, with all in favor, the Board of Supervisors adjourned the meeting at 3:45 p.m., for the Tara Community Development District 1.


Secretary / Assistant Secretary


Chairman / Vice Chairman