

**MINUTES OF MEETING  
SOUTH-DADE VENTURE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the South-Dade Venture Community Development District was held on Thursday, April 9, 2009 at 3:00 p.m., at the Watersone Clubhouse, Phase II, 1355 Waterstone Way, Homestead, Florida.

Present and constituting a quorum were:

Alex Diaz de Villegas	Chairman
Kimberly Felipe-Ochoa	Vice Chairman
Monica Elliott	Assistant Secretary
Sonia Castro	Assistant Secretary

Also present was:

Mike Pawelczyk	District Attorney
Paul Winkeljohn	District Manager (by phone)
Dennis Baldis	Governmental Management Services
Steve Huggins	Waterstone I property owner

**FIRST ORDER OF BUSINESS**

**Roll Call & Pledge of Allegiance**

Mr. Diaz called the meeting to order, called the roll and the Pledge of Alliance was recited by all who attended the meeting.

**SECOND ORDER OF BUSINESS**

**Consideration of Agreement  
with Nikko Consultant, LLC for  
Guardhouse Bid**

Mr. Diaz: Moving on to item No. 2 Consideration of Agreement with Nikko Consultant, LLC for Guardhouse Bid and would that be Mike?

Mr. Pawelczyk: No, I don't think it's me.

Mr. Diaz: Paul?

Mr. Winkeljohn: Yes, the agreement is not ready for ratification, there are still a few more pieces before we'll be ready for that, so there's no action required today.

Mr. Diaz: Ok, so we'll go ahead and table that.

Mr. Pawelczyk: Yes.

Ms. Felipe-Ochoa: I just have one question. Paul, in that bid that we approved can you make sure when you look over that to give it to Mike?

Mr. Winkeljohn: Yes, that's a requirement.

Ms. Felipe-Ochoa: Right, I know that, and make sure that the 120 days as per bid is in there, please.

Mr. Winkeljohn: Yes, it's a standard AIA agreement and the start and stop times are all in there, actually there are blanks basically where you put that information in.

Ms. Felipe-Ochoa: Thank you.

Mr. Winkeljohn: Absolutely, and Alex if you want I can give a quick update on that now so in case something happens you'll have that.

Mr. Diaz: Go ahead Paul.

Mr. Winkeljohn: Ok, so just in case, you all know we had great progress with Dade county and one of the things that was identified by Dade county was that they would require the South Florida Water Management District to review the gates and this may sound familiar, previously South Florida Water Management said they did not want to review because it was too small, but this time they want to review the gates, so Dade county has approved all of our plans, the only thing pending is the standard South Florida Water Management permit modification acknowledging these two structures. They are in week 2 of a 4 week process, that is the only thing out there, no water, no sewer, no vertical construction can be done and limited demo can be done until South Florida Water Management signs off, so we're anxiously awaiting that. I have met on two occasions with Nikko, the contractor, and we are at this time finalizing a proposal from them to put a veneer on the two gravity walls by the school which will be a altered coral stone. We're altering the design a little bit more to further reduce the attractiveness to skateboarding. The way we're going to do that is by altering the thickness of different pieces of the cultured coral stone on the top, it comes in half inch and five eighths and I think one inch thickness, we're designing a pattern where that will look attractive but it will also be too bumpy for them to play on, so they'll have some work to do in the next few weeks. As

you know we put into the printed proposal a unit pricing for the veneer and they were below anyone else as well, so that's it.

Mr. Diaz: Very good, thank you Paul.

### THIRD ORDER OF BUSINESS

### Acceptance of Construction Completion Certificate and Initiate Permit Transfer and Conversion to Operation Phase

Mr. Diaz: The next item on the agenda is Acceptance of Construction Completion Certificate and Initiate Permit Transfer and Conversion to Operation Phase, is that also you Paul?

Mr. Winkeljohn: Yes, Juan and his office are working on that and there's really no update on it, but they are handling it and so basically there's no action for you today is my understanding.

Mr. Pawelczyk: I think we might have to sign some application documents so it might be appropriate to get a motion authorizing the chairman to execute any documents necessary for the conversion of that permit.

Mr. Winkeljohn: Ok, yes I'm making sure that required a board action, but that is good advice Mike so, at this time you would authorize the transfer.

Mr. Pawelczyk: Unless anybody has any questions I'll give a quick overview as to what this is. It is a certain water management permit that's associated with the area within pod G, and I'm not sure exactly where that area is.

Ms. Felipe-Ochoa: Pod G, Alex?

Mr. Diaz: If my memory serves me correctly, isn't that the bridge area, pod G?

Mr. Pawelczyk: Well what I'm looking at, the developer gets the permit, and it's throughout the lake or to drain the facility, and once that's complete that permit needs to be transferred to the entity that's responsible for the maintenance, in this case it's the District, so that's what they're doing and Juan's reviewing it as the District engineer to make sure that we're getting that and that the facility is in compliance with South Florida Water Management District permit before we accept control over it, under the operation phase of

the permit, because we have to maintain the permit in perpetuity basically with South Florida Water Management.

Mr. Winkeljohn: Right and one of the things Mike was I wasn't ready to jump on this until I asked Juan to review a few other things to resolve this. I've got several Districts where these lake issues came back to haunt the District, in fact I was at a meeting all day yesterday regarding a lake that just suddenly lost its volume or wasn't able to hold any water, those types of things, but it won't do that in your community because of your water table, but I just wanted to be triple sure that we were really careful on this.

Mr. Diaz: I believe this is going to be the one by the school which we've identified as lake #10 or #11 and that was the last one that hadn't been deeded, or just got deeded over, so that's probably the last one.

Mr. Pawelczyk: It's lake #11.

Mr. Diaz: It's lake #11?

Mr. Baldis: Yes.

Mr. Diaz: Ok because I remember that was the last one that was deeded over from the Joint Venture to the District. Ok, so there's no action on this item Paul?

Mr. Winkeljohn: No, but you would just need a motion, and I couldn't hear if you had the motion to authorize execution of the documents subject to final review of the District engineer.

Ms. Felipe-Ochoa: How much is that costing the District?

Mr. Pawelczyk: It should not cost the District anything other than Juan's time, he'll just take a look at it and verify whether they'll accept it, right Paul?

Mr. Winkeljohn: Correct.

Ms. Felipe-Ochoa: And does that have anything to do with Waterstone II?

Mr. Pawelczyk: I don't know if it does or not, I wouldn't think it would.

Ms. Felipe-Ochoa: I'm just making sure because I remember about two years ago this was an issue and it was costing the District money and since Waterstone II had not been turned over, it went into limbo because we were trying to organize everything else to where

we're at now and I'm just assuming that Paul didn't hear everything that I just said because of that fax line dialing in.

Mr. Pawelczyk: Paul, Kim was asking if this has anything to do with Waterstone II and working out those issues associated with the developer's work over there. If this isn't a rush issue maybe it would be more appropriate to keep it on the table and discuss it at the next meeting, when you have more information.

Mr. Winkeljohn: I agree.

Ms. Felipe-Ochoa: Ok, that's great.

Mr. Pawelczyk: Is that ok?

Ms. Felipe-Ochoa: That's much better.

Mr. Pawelczyk: There's not a rush to do this.

Mr. Winkeljohn: No, we're still well within the required time for transfer, we need to do it soon but not right away.

Mr. Pawelczyk: Right, and I would just leave it on the agenda and just table it for the next meeting and use it as an informational report at this point.

Mr. Diaz: Ok, very well then we'll table it to the next meeting.

## **FOURTH ORDER OF BUSINESS**

### **Staff Reports**

Mr. Diaz: The next item on our agenda is item No. 4, Staff Reports, Mr. Attorney?

#### **A. Attorney**

Mr. Pawelczyk: The CDD license agreements with the HOA's I have not received them yet from the HOA and if someone wants to give me names and track them down and get them just to sign the document that they already agreed to, I'll be happy to do that.

Ms. Felipe-Ochoa: They agreed to sign it because I spoke with the president of the Stonebrook HOA and he has informed me that the CDD in that paperwork is telling us that we have to pay taxes because our sign is there.

Mr. Diaz: Dennis?

Mr. Baldis: No, Paul and I spoke to Phil and Paul explained to Phil that that wasn't the case.

Ms. Felipe-Ochoa: But he says that's what's in the documentation, because their attorney is reviewing it.

Mr. Pawelczyk: That's absolutely in there, if Miami-Dade County imposes taxes on the CDD because the HOA has put a private sign in our right-of-way.

Ms. Felipe-Ochoa: Ok I can argue that until the sun doesn't shine Mike, but the bottom line is, and the reason I'm speaking very strong about it is because that's my community and that was not something that you or I or anybody before us had anything to do with, it was a mistake and that needs to be corrected.

Mr. Pawelczyk: Who's going to pay the taxes if the taxes are imposed?

Ms. Felipe-Ochoa: We are paying it, it's our property, the CDD is, for right until that is final.

Mr. Pawelczyk: I understand and I don't think there are any taxes on the property.

Ms. Felipe-Ochoa: Well that's what I was informed.

Mr. Pawelczyk: No one called me to talk about this at all, I've never heard from anybody, I've asked and asked and no attorneys called me, no HOA presidents called me.

Mr. Winkeljohn: They had just started the dialogue last week regarding this and I said well, if your guys are just trying to interrupt these things, let us make up some questions where we can take them up at the meeting, so let's mark it up, get it back to me and if there's anything that we can adjust to make you happy then we'll consider it and I said it's not very likely but we would certainly consider any comments that your attorneys have.

Ms. Felipe-Ochoa: Right, I'm just speaking from that and I understand that they are a big time delay, and I can't speak for that, but I can speak for what the issue here is, and when this community was being built, the developers obviously made the mistake, so we need to correct it and it needs to be corrected by Dade County, or I don't know the state, or however that works Mike, and that's really the bottom line here, otherwise this is going to be an issue forever until we die and if it's a simple encroachment agreement which is probably what would best suit the community, then can we go with something like that, that sounds reasonable.

Mr. Pawelczyk: All the agreement says is that taxes are due because of this private facility on public land, if they're due, then you'll pay like \$10, so what I'm saying is, this is a standard provision in every license agreement that we've done for this District, or any other District, because you don't pay, number one, you can't pay taxes, the District doesn't have the power to pay taxes that are imposed because there's a private use on that land, unless we're recouping it at some point.

Mr. Winkeljohn: Mike what I'll do is I'll get you in contact with their attorneys.

Mr. Pawelczyk: That's fine, we'll get in contact with them, but like I said, this was tentative in December, '08.

Ms. Felipe-Ochoa: I know, and you continue to follow up on it, thank you very much for that.

Mr. Diaz: Mike, just for a point of clarification, this license agreement is a standard format, this is just general language, it's used for every license agreement?

Mr. Pawelczyk: Right and because we sent it to them in December, '08 and it was approved by them, just not signed is my understanding, we never thought there was any issues, we sent them the one draft, and typically when this happens they review it at that time and send comments back and say, no, no, no, we can't agree with this or what's this mean, and we never got that, not just from this HOA, but from both of them.

Ms. Felipe-Ochoa: Which is the other HOA?

Mr. Pawelczyk: Portofino Pointe and I'm just trying to get it done.

Ms. Felipe-Ochoa: Right, I know, I'm sorry for my outburst but in any case, what is the difference between the licensing agreement versus an encroachment agreement, like we do with the fences? How come in this situation we can't do that?

Mr. Pawelczyk: The encroachment agreement would say the same thing and the reason it's not an encroachment agreement is because they're not encroaching on our property, they're using our property. The encroachment agreement is generally for an extension of your property into somebody else's property right, or easement of land, that's what the purpose of the encroachment agreement is. The license agreement is because we're letting them use our property, so to me it's a little bit different, but even if it was an

encroachment agreement, if they're encroaching on my land and I'm forced to pay taxes for it because of their encroachment, I'm either going to tell them to get the encroachment off or pay these taxes, but there shouldn't be any. You know what, the reality of it is, is that Miami-Dade County is never going to know that this is being used for a private use and if they do, the taxes imposed are going to be on that particular parcel where the sign is located which is about as big as this table and therefore the tax is going to be minimal to nothing, and if it's under \$10.00 they don't even send a bill. The reality is, if the taxes, if they're imposed, and I doubt they would be, are minimal if anything. So we can restructure the language, but I'll talk to whoever wants to talk to me about it.

Ms. Felipe-Ochoa: Right, ok I'll try to get you the name of the attorney.

Mr. Pawelczyk: That's fine, or it would be better that whoever is making the decisions, if they would call me, unless they want their attorney to call me.

Ms. Felipe-Ochoa: Right, ok and I'm just saying that was the whole issue that I was explained when I did speak to Mr. Phil Sierra probably a week ago, well he said that's what his attorney had advised him.

Mr. Diaz: And for Portofino Pointe, I believe they mentioned that they had signed the paperwork and went through it somehow and it's been misplaced so we're going to be sending it again.

Mr. Pawelczyk: Ok.

Mr. Diaz: Ok, nothing with Comcast and you haven't heard from Jay at all?

Mr. Pawelczyk: That would be Paul for the update.

Mr. Diaz: Ok, anything else?

Mr. Pawelczyk: The only other thing that came across and I don't know if you want to talk about it, or if this is premature, is the encroachment agreement for Mr. Carvajal?

Mr. Diaz: Yes, I think it was two day ago they sent it. About two days ago I got an email from somebody in Portofino Estates asking if he could move his fence all the way up to the Waterstone Way fence that I think we have an encroachment agreement with Portofino Estates HOA and I referred it to Paul and to Mike so they could start the process and it can go before the board, but he hasn't turned it in yet, right?

Mr. Pawelczyk: No, I don't think he's turned in anything, and just while Paul is on the phone, Paul is dealing with him and I think we would need a sketch, a survey showing where, just to show where everything is so we can have an idea of what he's talking about so we can bring it back to the board with some sort of drawing, actually showing where he proposes to encroach.

Mr. Diaz: Yes, and I discussed this with Paul after that email, or was it Dennis, I think it was Dennis, in the past the board hasn't approved that type of encroachment agreement because landscapers have made comments and concerns about maintaining the trees once they get larger and being able to access behind those fences, so I guess we'll cross that bridge when we get to it.

Mr. Pawelczyk: Ok, I think that's the only other thing that I can think of. As far as Comcast goes, I'll be happy to call Jay Abbazia and if Paul doesn't have time to do it, it's really up to the board.

Mr. Winkeljohn: Yes, and I think we can continue talking with him and the last word with him was that he had submitted some discussions with Comcast and was waiting their reply.

Mr. Pawelczyk: So just because he has his own company in the cable business doesn't mean he gets the immediate response, so he's subjected to the same bureaucracy that I was. I don't have anything else.

Mr. Diaz: Thank you Mr. Attorney.

## **B. Engineer**

Mr. Diaz: The next item is a report from the engineer who is not here today but Paul can you enlighten us on anything going on with Juan Alvarez?

Mr. Winkeljohn: Yes, I had one other thing, which was the gate request, the swing gate or roll gate request. Basically, it turns out that the person requesting it did not give any details to our traffic engineer and the traffic engineer could not give definite grounds or any kind of a standard or suggestion or a method of operating this gate, a roll gate that would not create any unbearable traffic problem at our new roundabout, so I asked the two parties to connect, we put in a request for the basic engineering specifications of this

roll gate and simply put, if the gate doesn't stay open when there's more than one car in the queue you're going to have a traffic disaster, so he has the punch line as to what we require from a design standpoint, that the gate needs to have a trip mechanism or a sensor that allows if there are two cars in a row or more as they're swiping or they're entering their keypad, so that the roll gate does not have to close each time, and if that's the case, the general observation is that it will work.

Mr. Diaz: Can we entertain from the board just to approve it today to get it out of the way and then you guys work out whatever it is you're going to work out later on?

On MOTION by Ms. Castro seconded by Ms. Felipe-Ochoa with all in favor, authorizing staff to proceed with the Portofino Palms roll gate was approved.

Mr. Diaz: Anything else from the engineering side Paul?

Mr. Winkeljohn: No.

**C. Field Manager - Management Report**

Mr. Diaz: Ok moving on to Field Manager, Dennis?

Mr. Baldis: Thank you. Yes, the fence along the turnpike where Malibu Bay and Waterstone meet that fence has been installed, I inspected it today and it's seems to be a very substantial fence there that hopefully will deter anybody from using that as a walkway. The pavers at Floridian Isles II have not been repaired. I spoke to National Pavers today and they're coming out next week to do that repair.

Ms. Felipe-Ochoa: Do you mean Pebble Brook II?

Mr. Baldis: I'm sorry, yes, Pebble Brook II. We have Steve Huggins from Waterstone Grand, are you here to speak about the banner, or inquire about the banner?

Mr. Huggins: Yes, the banner we've realized now is in the wrong place, and what we're suggesting and we don't know if this is an issue that needs board approval or not, but we're thinking of back further on our property along the canal side of the property, behind the line where the hedges are which are CDD property, of putting up removable sign posts that we could put banners on and take the posts down when we don't have a

banner up and we didn't know if that was an issue or not since it would be back on our property.

Ms. Felipe-Ochoa: Did you want to use the same sign?

Mr. Huggins: Yes.

Ms. Felipe-Ochoa: And then you would just back it up into the property, where would you put that?

Mr. Huggins: Right, I don't know what direction that is, but I think it's going east, just before you get to the bridge, on the right hand side of the road, we would put it back on our property and basically the only people that are going to see the sign would be people coming west over the bridge. We don't want to put signs up all over the place to attract attention.

Mr. Diaz: Well I think they'll be pending because one of the issues that we have is trying to create a buffer on all sides of the bridge so I think there might be, it's a good thing you came today, because I think there might be a proposal to actually block out the different sides of the bridge today.

Mr. Baldis: Well if they're putting the sign on their property, I don't see how we have anything to do with where they put that, and just for informational purposes, I'm going to be presenting an AEW to plant trees, one on each of those corners, now the trees are going to start out naturally smaller, but they will grow.

Mr. Huggins: Right, and I mentioned that to John Cusak the manager, and with the gentleman that we were looking at putting the posts in, and I mentioned that we were going to be moving some of the palms we took out or new palms or new trees into that area and that eventually we probably would have a vision problem and at that point we'd just take the posts out of the ground and they'll be leveled off so that the lawn mowers can go over everything, it's not a problem.

Mr. Baldis: Well once we plant the trees then you'll have a pretty good idea of what's going to happen, once they mature.

Mr. Huggins: Right, so we're not going to great expense on this, so it's just a temporary measure until we lose our line of sight, that's all.

Mr. Diaz: Thank you Steve. Ok Dennis?

Mr. Baldis: I'm moving along here. The town hall banners have been installed, I'm sure you saw them at the entrances of the community. All the bismarck palms have been relocated, except for three of them, they've been planted over on the FPL easement because we don't have a permanent home for them yet. If you're looking along Friendship Park, along Waterstone Way, some of the palms have gone into shock which is normal, we won't know for three or four months whether they're going to survive it's going to take that much time for them to acclimate. Moving on, at the last meeting after I had left, I understand the board approved to put up lighting on the medjool palm in the traffic circle. I have a quote from Voltage Electric to put in three well lights to up light that tree and these are top of the line light fixtures that will be able to sustain cars running over them up to 3,000 pounds and the cost for these three light fixtures is \$3,157.58. I know the board approved \$1,000 so it's a little bit over what was approved at the last meeting.

Mr. Diaz: Dennis, just one update on that, I didn't realize how expensive they would be, because I had requested Dennis to get heavy duty stuff, so we didn't have to worry about them and I know initially we said three in case one light went out you wouldn't have to worry about it, but since they are expensive I would recommend just going down to two of them, back to the two that they recommended anyway.

Mr. Baldis: That would reduce it down to \$2,489.72 and you are going to have one coming in each direction, and the thought process and the way it was explained to me, was if you had three, if one burned out you'd still have two, but I think two would be sufficient because there is not a street light that goes by longer than a week without somebody reporting it, or it getting repaired, so it's not like we don't notice something like that and we do have a special person who actually tours nightly looking out for lights that are burned.

Ms. Felipe-Ochoa: Dennis, I have a question. Are those the industrial strength type?

Mr. Baldis: I was told that they would support up to 3,000 pounds driving over them, so to me that would be industrial.

Ms. Felipe-Ochoa: And it's from what company?

Mr. Baldis: This is from Voltage Electric.

Ms. Felipe-Ochoa: The ones that put in the lights in front of Pebble Brook II, on that strip?

Mr. Diaz: Yes.

Mr. Baldis: The new lights, yes, but you could get a less expensive light fixture and that would be about \$150 a piece less and also you can consider this, if you're worried about a car running over them, chances are if they're running over the light, they're also banging into the tree, because they're going to be close to the tree.

Ms. Felipe-Ochoa: Right, ok so I'll make the motion to approve their estimate, and that's with three lights, correct?

Mr. Baldis: Three, yes.

Ms. Felipe-Ochoa: So how much less would one light be, \$300 or \$400?

Mr. Baldis: No, it would be \$567.86 less.

Ms. Felipe-Ochoa: Ok.

Mr. Diaz: I think two is enough.

Ms. Felipe-Ochoa: With two ok, I was just about to say that, so with the amount, minus that \$567.86.

Mr. Baldis: Ok so it would be right around \$2,500, give or take.

Mr. Diaz: So how much do you want us to approve, with minus that one light?

Mr. Baldis: For two lights?

Mr. Diaz: Yes, for two lights.

Mr. Baldis: \$2,500.

On MOTION by Ms. Felipe-Ochoa seconded by Ms. Castro with all in favor, authorizing the AEW from Voltage Electric to install up lighting for the medjool palm at the traffic circle not to exceed \$2,500 was approved.

Mr. Diaz: Next item Dennis.

Mr. Baldis: Ok, we're still waiting on the permit to put the gate in the back along the easement and I was told that it was going to be issued tomorrow. The light pole in front of Portofino Lakes, I received a response from them at our request to have them remove it, they've responded by asking me and I'll just read you their response. It gives the date that they met, March 17th and it says, "After much discussion the board members present requested that the CDD subsidize 50% of the attached invoice cost due to budget and financial restraints. Due to the elevated percentage of foreclosures within the community and overall current market economic conditions, the association does not have funds available in their budget to cover the entire expenditure." and it's for \$443.49.

Ms. Felipe-Ochoa: I make a motion to approve \$443.00 for the removal of that light pole.

Mr. Diaz: Is that the whole cost or is that half the cost?

Mr. Baldis: That's the whole cost, they're asking just for half of that.

On MOTION by Ms. Felipe-Ochoa seconded by Ms. Elliott with all in favor, authorizing staff to pay 50% of the \$443.49 invoice, not to exceed \$222.00 to Portofino Lakes for the light pole removal was approved.

Mr. Diaz: Next item Dennis.

Mr. Baldis: Yes sir. I have two AEW's, one is for the four trees on each corner of the bridge that we just spoke about with Steve from Waterstone Grand and it's for the four trees which is \$2,700.04.

Ms. Felipe-Ochoa: Hold on, I thought we approved all of those when we had them taken out? I thought we had approved those removals and replacements.

Mr. Baldis: No, these aren't removals, these are new trees.

Ms. Felipe-Ochoa: Ok, I thought we were replacing them with the current trees that we have where they are putting the guardhouse at?

Mr. Baldis: No.

Mr. Diaz: No, remember Paul had mentioned that those were signature trees and he didn't want to put focus signature trees in a remote area?

Ms. Felipe-Ochoa: Right, like a random place.

Mr. Diaz: Right, so he wanted to use just foliage trees or background trees or whatever they're called, so that's what these are.

Mr. Baldis: They're trees with large canopies that are still permitted.

Ms. Felipe-Ochoa: Do we currently have any of those trees in the community?

Mr. Baldis: No.

Ms. Felipe-Ochoa: Ok.

Mr. Diaz: Do you think that's going to be a problem Paul?

Mr. Winkeljohn: You know I don't have a problem with a small tree in this area.

Mr. Diaz: How big are these Dennis because I'd rather start off big in this area?

Mr. Baldis: Unfortunately she doesn't have the height on them.

Mr. Winkeljohn: Ok well if you go ahead and approve that then Dennis and I can bring it back if we don't think you'll be satisfied.

On MOTION by Ms. Felipe-Ochoa seconded by Ms. Elliott with all in favor, authorizing the AEW from ValleyCrest to install 4 trees at each corner of the bridge not to exceed \$2,000 was approved.

Mr. Diaz: Dennis?

Mr. Baldis: I have another AEW for two oak trees for Speedway Blvd., they are 14 to 15 feet oak trees and they are to go into spots where there are currently no trees. We have oak trees the whole way down from 288th Street to Waterstone Blvd., almost half way to the nursery and there are two areas that do not have trees and that's for \$1,057.67.

Mr. Diaz: Just a little bit of background on this, I had asked Dennis for this because when we do our regular tours of Waterstone, we noticed that along 137th Avenue you have all these oak trees lined up and they're pretty spaced out evenly, this is a just a void in that space and I think this is where the sales construction trailer was at one time, so I thought normally this wouldn't be something we would jump on now, because it's like an

afterthought, but if you think about it, those trees are at a certain height right now and you want to keep that height and the continuity going.

Mr. Baldis: It is the growing season also.

Mr. Diaz: Yes.

On MOTION by Ms. Elliott seconded by Ms. Castro with all in favor, authorizing the AEW from ValleyCrest to install 2 oak trees for Speedway Blvd. at each corner of the bridge not to exceed \$1,057.67 was approved.

Mr. Baldis: That's all I have.

**D. Manager**

Mr. Diaz: Ok the item on the agenda is a staff report from our manager, Paul?

Mr. Winkeljohn: I already covered my report, thank you.

**FIFTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

Mr. Diaz: Ok, moving on to item No. 5 Supervisors Requests and Audience Comments. Kim?

Ms. Felipe-Ochoa: Nothing, thank you.

Mr. Diaz: Monica do you have anything?

Ms. Elliott: No.

Mr. Diaz: Thank you, Sonia?

Ms. Castro: No.

Mr. Diaz: Well of course I always have something. The spring issue of Waterstone Living is out and about, it hit the bulk mail on Tuesday I believe it was, and I don't know why it got delayed but it did get delayed going in the mail, but the hard copies have been in the clubhouses and at the school since a week from last Thursday. That's it, it's been very successful, everybody's happy so far, and there are courtesy copies also on your table provided for you. Congratulations Mike on making this issue.

Mr. Pawelczyk: Thank you.

Mr. Diaz: The striping was completed for the road widening project. The sidewalk repairs were finished, and Paul we haven't paid them for that yet, right?

Mr. Winkeljohn: No.

Mr. Diaz: Ok well please make sure that someone inspects it, there is graffiti on 4 flags and just make sure that all the sidewalk repairs are inspected before we pay, there is graffiti on some of the flags where the new cement was and there was two flags that never got done.

Mr. Winkeljohn: Absolutely, ok and I have an update I just received on my blackberry if anybody is interested South Florida Water Management District just approved our plans.

Mr. Diaz: Great, so now we're a week away from getting our permit now?

Mr. Winkeljohn: Yes, so now they mail a letter in about a week or two and once we get our letter we can take that letter to the county and the county has already approved everything so we're good, so hopefully by next week.

Mr. Diaz: Ok and you forgot to mention Dennis fertilization and mulching.

Mr. Baldis: Well the annuals have been installed and we're going through our mulching and fertilization as we do in the spring which will be completed by next week.

Mr. Diaz: Ok and thank you for correcting that situation with the flowers, especially on the Boulevard.

Mr. Baldis: You're welcome and just so you know, we are changing the color of the mulch.

Mr. Diaz: Right, the mulch at the model is being changed from red to that gold color. Paul last question, for the Boulevard, we're moving forward with a monument design change?

Mr. Winkeljohn: Right, the architects have a design concept for the north and south side of the Boulevard, and they've subsequently been requested to consider an improvement now that we're not putting the guardhouse actually in the median where the monument sign is. It opened the possibility of incorporating a change to the Medina monument sign and that concept is under review and also price estimating. I don't have

April 9, 2009

South-Dade Venture CDD

anything conceptual obviously, but I'd hope to have something for you possibly by the 23rd, the meeting before our Town Hall meeting to look at.

Mr. Diaz: Ok, very good, that's all I have, thank you Paul.

Mr. Winkeljohn: Thank you.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

Mr. Diaz: With no other questions we can dismiss Paul and we would just need a motion to adjourn the meeting.

On MOTION by Ms. Felipe-Ochoa seconded by Ms. Castro with all in favor, the Meeting was adjourned.

---

Secretary / Assistant Secretary

---

Chairman / Vice Chairman

**NOTES:**

~ Please note that at the April 23<sup>rd</sup> meeting we will be proposing – and include the following items that were tabled

1. Consideration of Agreement with Nikko Consultant, LLC for Guardhouse Bid
  
2. Acceptance of Construction Completion Certificate and Initiate Permit Transfer and Conversion to Operation Phase

**Agenda Items:**

~

~