

**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, July 23, 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
Sonia Castro	Assistant Secretary
Monica Elliott	Assistant Secretary
Curtis Cooper	Assistant Secretary

Also present was:

Mike Pawelczyk	District Attorney
Paul Winkeljohn	District Manager
Dennis Baldis	Governmental Management Services

FIRST ORDER OF BUSINESS

Roll Call & Pledge of Allegiance

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

SECOND ORDER OF BUSINESS

**Approval of the Minutes from
the June 25, 2009 Meeting**

Mr. Diaz: The next item on our agenda is the Approval of the Minutes from the June 25, 2009 Meeting. Are there any questions regarding the minutes?

Mr. Pawelczyk: I have a couple of comments, Mr. Chairman.

Mr. Diaz: I'm sorry, I can't hear you sir, and for the record that is Mike Pawelczyk, District attorney.

Mr. Pawelczyk: Yes, on page 1, under the First Order of Business, we need to change the "Pledge of Alliance", to the "Pledge of Allegiance".

Mr. Winkeljohn: Ok, got it.

Mr. Pawelczyk: On page 4, just a clarification on the last paragraph, under Mr. Pawelczyk, the third line down, it should state, "written so that all audit firms", so if you would just strike out, "by a bunch for legislature who thought this was good idea", I'm not sure what that means, but if I did say that, it doesn't make any sense, so please strike that.

Mr. Diaz: I'm sorry, that's page 4, what line.

Mr. Pawelczyk: Page 4, third line from the bottom, which it should state, "written" and then strike the word, "by" all the way through "idea" and then it will read, "so that all audit firms have a fair shake". That's all I have.

Mr. Diaz: Do you have that Paul?

Mr. Winkeljohn: Yes.

Mr. Diaz: Ok, then I also have for page 12, my first entry there under Mr. Diaz, the second line down from that which starts, "and at the point", if you would just change the word "the" to "that", that's on page 12, my first entry there, so it would read, "and at that point". Then the other item I have is page 24, under Ms. Castro, about halfway down on the page, it says, Ms. Castro, "No but the master is going to him something", I believe she meant to say, "to give him something". Can you clarify that Sonia?

Ms. Castro: Yes, it should be "give him something".

Mr. Diaz: That's all I have.

Mr. Winkeljohn: Thank you.

Mr. Diaz: Ok with those corrections, can we entertain a motion to approve the minutes with the corrections?

On MOTION by Ms. Castro seconded by Ms. Elliott with all in favor, the Minutes of the June 25, 2009 Meeting with the indicated changes were approved.

Audit Selection Committee Meeting

- A. Opening Audit Selection Committee Meeting**
- B. Roll Call**
- C. Ranking of Respondents to the RFP**
- D. Adjournment**

Mr. Diaz: Alright, the next item on our agenda is opening up the audit selection committee meeting, so at this time we will be switching roles, and so we are now the audit selection committee. Ok so the first item for the committee is opening the audit selection committee meeting, we've done that, we have a roll call, we've done that by nature of the original roll call and the next item after that is ranking of respondents to the RFP, Mr. Manager?

Mr. Pawelczyk: Thank you. The four firms have provided you copies of their qualifications, Grau, Keefe, GLSC and Carr, Riggs, and I have also put their pricing on a score sheet for you. Basically the way the process works is essentially anyway you want to come up to a ranking as a collective body as the committee is really up to you. You can each individually combine your scores, and take the winner among the four of you, you could talk for a few minutes about who you clearly see as the #1 and that probably would speed things up a little bit. I will tell you that your current auditing firm is Keefe, McCullough. From a professional standpoint I will give you input that Grau, Keefe, and Carr, Riggs are all companies that do predominately CDD work and GLSC does some I believe but it's not their specialty and so basically you can score them as a group any way you wish to do that.

Mr. Diaz: If there's no difference and I've read all the lead sheets they are the cover letters?

Mr. Pawelczyk: Yes, and I guess what I'm trying to say is you can come to your ranking directly or indirectly. You can say, I think Keefe is the best and I would give them this amount of points and the reason I think they are the best is because of this, or whatever group you wish, is because they have all the points in all the categories and their price is the best. So you could say, I would give them 20 points across the board and that would be the #1 ranked choice, and I'm just giving that to you as an example. Grau and Keefe basically both do work with us, they usually come to the accountants in our office, they get the files that they need and it's almost all electronic of course so they can tap right into our system and pull reports as they need them.

Mr. Diaz: Alright, and like I was saying, I've read all the cover letters, they are all the same, they all have the same qualifications, however there is a big price difference with Carr, Riggs & Ingram, so it would be my recommendation at this time for Carr, Riggs & Ingram, because there is a cost savings there, to do the exact same job that Keefe has been doing. I didn't see any difference in their experience, they all deal with CDDs, they all have the same amount of experience in that area.

Mr. Winkeljohn: Right.

Mr. Diaz: It's just a standard audit service that they have to do, that's required under Chapter 190 right?

Mr. Winkeljohn: That's correct.

Ms. Elliott: Yes, and we're looking at \$2,000 versus \$4,000 dollars.

Mr. Winkeljohn: Yes, and if you go all the way over to year three, it adds up.

Mr. Diaz: For the record, Ms. Kimberly Filipe-Ochoa has joined our meeting at this time. Does the committee have any direction or any questions of management?

Ms. Elliott: I agree with you, if it's the exact same, and if there's no difference then why not save money over 2010 and 2011, it would be \$4,000.

Ms. Felipe-Ochoa: I make a motion to approve Carr, Riggs & Ingram.

Mr. Winkeljohn: Well can we back up just a minute, we do have a ranking system, I was just telling you how to verbally jump start the discussion. You still need to score them over the five criteria so if you're saying Carr, Riggs is the highest qualified and priced on here, you can do the ranking all on one sheet and you could all agree to a score and do it that way and have one sheet be the committees scoring, so somebody needs to do that.

Ms. Felipe-Ochoa: Well, I read them as well, and they all seem to have the same qualifications.

Mr. Winkeljohn: Alright, and I'm just trying to assist you with this, so you might suggest a scoring that the rest of the committee could adopt.

Mr. Diaz: Can I make a suggestion? I know where you're going with this. Let's just give everybody 20 points for every category, except for price, and then we'll rate the

price at the very end, based on their prices, and obviously Carr, Riggs would get 20 points for price, is that where we're going?

Mr. Winkeljohn: I think that's an example of a way to get to your scoring, yes.

Mr. Diaz: Alright, then I would like to do that collectively, if that's ok with the committee.

Ms. Castro: Yes.

Ms. Elliott: I think that would work.

Mr. Cooper: I concur.

Mr. Diaz: Ok, so the committee is now saying that for Grau & Company, the ability of personnel, receives 20 points, Keefe, McCullough receives 20 points, GLSC & Company receives 20 points, and Carr, Riggs & Ingram receives 20 points. For proposer's experience, Grau receives 20 points, Keefe receives 20 points, GLSC receives 20 points, and Carr, Riggs receives 20 points as well. For understanding scope of work, Grau receives 20 points, Keefe receives 20 points, GLSC receives 20 points, and Carr, Riggs receives 20 points as well. At any point if the committee wants to oppose any of this please let me know. For ability to furnish the required services, Grau receives 20 points, Keefe receives 20 points, GLSC receives 20 points and Carr, Riggs receives 20 points.

Mr. Winkeljohn: The only thing I would point out is I think mentally when you read four or five proposals they do sometimes lump together, so I would just say that the GLSC firm is significantly different than the others when it comes to, and this won't matter in the outcome obviously, but I just wanted to point this out to the committee in case you want to collectively rank that more accurately, I think the experience is significantly different than the other three firms.

Mr. Diaz: Is it higher or lower?

Mr. Winkeljohn: Just CDD experience.

Mr. Diaz: So, it's lower?

Mr. Winkeljohn: Yes, and you had said earlier that would be something you were looking for.

Mr. Diaz: Yes, thank you.

Mr. Pawelczyk: So you could lower that score if you wish.

Mr. Diaz: Ok, then the proposers experience, going back specifically to GLSC, to rate that down to 15 points, is that in agreement with the committee?

Ms. Castro: Yes.

Mr. Diaz: Ok and then going back to the ability to furnish the required services, Grau & Company receives 20 points, Keefe receives 20 points, GLSC receives 20 points and Carr, Riggs receives 20 points and now in the category of price, the final category, we have Grau & Company receiving 19 points, Keefe receiving 18 points, GLSC receiving 17 points, and Carr, Riggs receiving 20 points. The total scores then would be, Grau & Company with 99 points, Keefe receives 98 points, GLSC receives 92 points and Carr, Riggs & Ingram receives 100 points, so according to the score sheet, Carr, Riggs & Ingram is the winning score sheet bid, correct?

Mr. Winkeljohn: Now the next step would be for the committee to rank the firms as Alex just read them by motion.

On MOTION by Ms. Felipe-Ochoa seconded by Ms. Castro with all in favor, ranking Carr, Riggs & Ingram as the #1 auditor from the Audit Selection Committee was approved.

Mr. Diaz: Is there anything else regarding this Paul, if not we can close our committee meeting.

Mr. Winkeljohn: Nothing else.

THIRD ORDER OF BUSINESS

Selection of Audit Firms

Mr. Winkeljohn: Now at this time you can adjourn your committee meeting and then you would select the audit firm that the committee has just reported as Carr, Riggs was the highest ranked auditing firm and it would be appropriate at this time to have a motion selecting Carr, Riggs as your District auditor and authorizing staff to bring back an engagement letter for a 3 year agreement by motion.

On MOTION by Ms. Felipe-Ochoa seconded by Mr. Cooper with all in favor, accepting Carr, Riggs & Ingram to serve as District auditor and authorizing staff to negotiate an agreement to bring back to the next meeting was approved.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Diaz: Moving on to Staff Reports, the first one up is our attorney, Mr. Pawelczyk.

Mr. Pawelczyk: Yes sir. As far as the lift station tracts go, we received title work on the property within Christy's Homes, confirming that it's owned by Caribe South II, LLC and that there are no mortgages on the property. We have since sent all the conveyance documents to Fernando Martinez at Caribe, hopefully he'll sign them and when I come back from vacation hopefully they'll be there, we can accept them at the next meeting, I'll record the documents and then at that point the District will own the lift station site in Christy's Homes. Once that happens we'll own all three sites and then we can approach the city with the grant of easement to the city so they can use the lift station site and we would still own the underlying property as we previously did, so I'll keep you informed on that, it just takes time. Other items are the revocable license agreements, as to the Stonebrook agreement, I have actually had the pleasure to speak with the attorney from the HOA and she seems to know what she is talking about. In the last week we've gone over some possible changes to the form agreement and she's reviewing with her client, the HOA. I stressed to her that it's District property and number one, the District is not going to indemnify the HOA for anything that happens on there because we've granted the HOA permission to be there and she understood that and she would try to explain that to her clients and then we'll move forward, so I expect at the next meeting we'll have an answer from her but in that regard it's moving along well.

Mr. Diaz: Is there a timeline for that Mike?

Mr. Pawelczyk: There isn't necessarily a timeline, I know the board gave direction to move this forward because of the fact that it is District property and at the time it appeared that they were delaying things, the HOA was either intentionally or

unintentionally, at this point I don't think so, I think we should give them to the next meeting. When I return from vacation in the first week of August, I'll follow up with her. I did inform her that if the HOA chooses not to enter into this type of agreement, the District is well within its rights to tell you to move your signage and your improvements, and I did tell her that we don't want to do that, but we're well within our rights to require that and she understood, so I think now that their attorney has now become involved, I don't think it's necessary to throw the hammer on them at this point. It's certainly your decision, but I think the relationship is going well and I think she's going to get this thing taken care of for us without us having to make threatening letters that we're going to have to remove it, because that's not really in anybody's interest to do that, nobody wants to do that. We just want it signed so that everybody's legal rights are set forth on paper. That's all I have. I can report, we have the first amendment to encroachment agreement with regard to those fence locations where we removed two of the parties, Portofino Lakes and Portofino Point from the encroachment agreement, that has been fully executed. Dennis gave me the originals today and we'll record that next week. Does anybody have any questions?

Ms. Castro: Yes, I do, going back to the Stonebrook I agreement, does that agreement include the roundabout and the fact that they installed some speed bumps along the roundabout?

Mr. Pawelczyk: No, that agreement only deals with the cameras and the signs in our median and the callbox, so it doesn't have anything to do with speed bumps. If the property in which the speed bumps were fixed is owned by the District, then they have no right to put them there, without your approval as a board of supervisors. Why don't we do this, I'll talk to the Stonebrook lawyer, and mention it to her and I'll know what their thoughts are on that standpoint and then we'll bring it back with a recommendation from our side, because it might be something that we at least want to look at and make sure, number one it was permitted, not necessarily that it was permitted properly, but that everything was installed correctly and if it wasn't installed correctly then we don't want them there.

Mr. Diaz: Well the other issue I want to bring up is that we've talked about what we're going to be doing, we've talked about the possibility of putting pavers on all our roundabouts, including that one.

Mr. Winkeljohn: Yes, and the fact that those open up our side of it a little differently than I had envisioned myself. The big picture is, this was all done in good faith, in a spirit of cooperation, but ultimately if we were to just pave the roads, we would not want to be responsible for replacing the speed bumps and that kind of thing.

Mr. Pawelczyk: I understand, that makes sense and you wouldn't want them in there anyway. So we'll look at that further.

Ms. Felipe-Ochoa: Thank you Mike.

Mr. Pawelczyk: I think that's all I have, although I do not believe I've received a copy or the original back of the Portofino Point license agreement, so that's more of a FYI, but I'll follow up again. I know I was dealing directly with Ed via email and I haven't received anything back on that.

Mr. Diaz: He's actually out of town this week.

Mr. Pawelczyk: Ok, well I'll follow up with him and see where that is.

Mr. Diaz: Is that it Mike?

Mr. Pawelczyk: Lastly, on your agenda I believe there is a reference to new legislation under the manager's report. One of these bills is House Bill 821, and all of these have become law. They are law in the state of Florida, House Bill 821 amends Chapter 190 which is essentially the charter of this and every other Community Development District. To provide for additional special powers that are probably not ever going to be applicable to you under the current formed statute, but if Chapter 190 amends, we're going to tell you about it. What it does is it grants certain Districts, and there are very limited circumstances, the ability to enforce restrictive covenants in areas within the District, even outside the District where those restrictive covenants deal with CDD/public infrastructure. It's a special power, meaning you have to get permission from, in this case Miami-Dade County and the city of Homestead and there are certain instances where you can do it by interlocal agreement with another CDD, for instance if you neighbor another

CDD, or municipality. So in essence, rather than dwell on it, we're going to monitor this legislation and see where it goes. I think it's going to get expanded even further. The reason it came about I believe, is a result of The Villages in Central Florida, which is an ultra-enormous CDD with numerous neighborhoods, it's a city unto itself and some of those neighborhoods do not have homeowners associations, so this allows the District to enforce those covenants. So we'll monitor it and if anything comes up and we think it's something that is worthwhile for this District, we'll let you know as we do with all our Districts. The other item is a series of pieces of legislation, three bills that were passed and became law dealing with the procurement of items by the CDD. One allows the CDD to piggyback off of other government contracts, whether it's a CDD, a county, a special District, the city of Homestead, for certain goods and services. So, if there's an item out there that we have to bid under our rules, rather than us bid it out, we can buy it off another contract. Let's say, and the best example I have is for road resurfacing, if we're going to resurface all these roads, and that project is going to cost in excess of \$300,000 dollars, then we would number one, have to competitively bid it or you could buy off a city contract, another municipal contract, a county contract, rather than going through the competitive bidding process. The theory being is that those government entities have already gone through the competitive bidding process and got a unit price for road resurfacing.

Mr. Winkeljohn: Would something to the affect of unarmed security services possibly be under that?

Mr. Pawelczyk: Well, only if it's unit priced in some way or hourly priced, yes, but at the same time, the one reason you wouldn't have to buy off that contract is because you don't have to competitively bid it. Another one of the new legislation is project management or program management services and we're probably beyond that point, other than our contract with GMS. In order to hire a project manager for certain projects we would have to bid that like we solicited for the District engineer, based on qualifications and they come in and try to negotiate a contract. The third piece of legislation raises the thresholds for public construction that requires competitive bidding

from \$200,000 dollars to \$300,000 dollars and for electrical projects from \$50,000 to \$75,000 dollars. So for example, if our gate project was valued at \$250,000, before we would have to bid it, now today we don't have to bid, you don't have to competitive bid it, you can just go out and hire a contractor. Obviously you probably want to competitively bid it, but in theory you don't have to, and that's the new legislation. Are there any questions?

Ms. Felipe-Ochoa: Yes, I have a question. I've read this about five times and I still don't understand it, it's the way the law is written I would imagine, it says here, "Continuing contracts for such services in connection with construction projects, provided that the estimated construction cost of each individual project under the continuing contract does not exceed Two Million (\$2,000,000) Dollars."

Mr. Pawelczyk: Ok.

Ms. Felipe-Ochoa: And then it becomes really lengthy after that.

Mr. Pawelczyk: What that is, let's say the University of Florida is going out and doing a big construction project, what the construction manager does is, not really what Paul does, this is a small project in comparison to that, but the construction manager manages the entire project, so they'll hire someone to manage the construction of the football stadium, the parking lot contract, so there's a bunch of individual projects within this large project and as long as each individual project does not exceed \$2 million dollars you can have a continuing contract for such services.

Ms. Felipe-Ochoa: What does that mean?

Mr. Pawelczyk: A continuing contract is similar to our District engineer contract, which is a continuing contract, meaning that you're hiring someone to do all the District engineer work for the next 10 years. Let's say the University of Florida goes out and wants to hire a construction management firm to do this work, what this is saying is if the individual project exceeds \$2 million dollars, that's a big enough project where you have to go through this selection process to select a construction manager, otherwise you don't have to. The continuing contract is something that, I could just go pull this construction management firm, this project manager and he can manage all my projects that I have as a

government entity, other than the ones that exceed \$2 million dollars, those would have to be bid separately in other words, but that's never going to happen here. That's all I have.

Mr. Winkeljohn: Did you want to bring the board up to date on the Comcast conversations we've had in the last few weeks?

Mr. Pawelczyk: Probably not, because I haven't had any conversations, I've only asked what the status is.

Mr. Winkeljohn: Yes, ok, we've copied you, but maybe Alex can do it.

Mr. Diaz: Yes, and I never really copied Mike because I figured at this point Mike probably doesn't need to get involved right now, but we did let them know, or I asked on behalf of the board for Mr. Jay Abbazia to report to the board at the August meeting, I believe it's August 27th, and he's to report to the board on his status with negotiations, so that puts a little bit of pressure on him to provide something.

Mr. Pawelczyk: And for the boards information, I was informed that Mr. Abbazia was waiting to hear from Comcast on some issues, but as you know from my reports on this topic, if you don't stay on them, you're going to keep waiting for a report, so I think he's going to be following up so he can provide you with a presentation in August.

Mr. Diaz: He recently sent them an email to try and put the pressure on them and he copied us on that. Ok next item, are we done, Mr. Attorney?

Mr. Pawelczyk: Yes, we're done, unless you have any questions.

B. Engineer

Mr. Diaz: Ok moving on to the engineer report and are you doing that on behalf of Juan's office, Paul?

Mr. Winkeljohn: Yes and actually there is nothing new to report on any of our engineering items. From the construction project standpoint, most of our items have fallen into the supervisor requests items of your agenda, so if you'd like to start on that I can give my two quick comments under manager's report and then we can go to those items, if you'd like?

Mr. Diaz: Do you want to skip field manager?

Mr. Winkeljohn: Well we can do him first, yes, it's up to you. The engineering things I would normally report them with my report, but we should go to Dennis first.

C. Field Manager - Management Report

Mr. Diaz: Ok, Mr. Baldis?

Mr. Baldis: Yes, this past week there was a traffic accident on Waterstone Way where a tree was damaged, we got the police report and I filed a claim with the insurance company. We also had the fence vendor out here continuing to do repairs and adding fans to the fences that extend into the lakes and he still has additional work to do, he had some difficulty finishing due to the weather and the level of the lakes. Unfortunately, I have bad news to report on our signature palm tree in the road widening project, down by the school. It doesn't look like it's going to survive and it's going to need to be replaced. In conversations with ValleyCrest whether it's warranted by the nursery they purchased it from or if it isn't warranted due to a disease or something they've done, they've already agreed to replace the tree at their costs, so it won't be an additional cost to the District, no matter what caused its death. They have asked for some time so everyone can look at the tree and evaluate it to see what the cause is. If it's a fungus, they are actually going to have to remove all the dirt and soil underneath the tree because of the fungus and I've asked them, if that is the case, that they even go down further and break up any rock there to make sure that the tree has proper drainage if that is a cause of why the fungus occurred, so they're looking into all of that.

Ms. Elliott: Would it be wise of us to put in the new tree after hurricane season? I don't know about planting large palms but do we need to give it time to take root when we do clean it out and put the new one in?

Mr. Baldis: Well, it's going to be staked and that's an unknown, it is subjective if you think it's going to blow over or not.

Ms. Elliott: Ok.

Mr. Baldis: I do have an AEW for your consideration. On Speedway Blvd. those three royal palm trees we talked about in the past, about relocating them, and a couple of Agustrom trees to be relocated in that area. I re-negotiated the costs with ValleyCrest and

they've agreed to reduce their price from \$8,401.24 to \$6,000, so if that's something the board would like to do you can just give me direction on that.

Mr. Diaz: Just to verify, that's removal of the three palm trees and placing in new oak trees in its place, right?

Mr. Baldis: Yes.

Mr. Diaz: Mulch, grass and all that stuff?

Mr. Baldis: Yes, four oak trees.

Mr. Diaz: That's the crane transport, everything?

Mr. Baldis: Yes.

Mr. Diaz: And just for the board's knowledge, they're going to be removing a palm because of the construction tomorrow along 137th Avenue, they are moving one palm tree over and so it's a good opportunity to utilize the crane and the trailer I guess.

Mr. Winkeljohn: Yes, you can save several hours of crane time.

Ms. Elliott: Can we organize it?

Mr. Winkeljohn: Yes.

Ms. Elliott: Ok.

Ms. Felipe-Ochoa: Where are those new palms going to be relocated to?

Mr. Baldis: We're picking a location for those, they can hold them at their yard.

Ms. Elliott: What about the palms here on the main boulevard that are not doing so well?

Mr. Baldis: The palms or the oak trees?

Ms. Elliott: The palms, I think there's two of them by the lake, right behind us.

Mr. Diaz: At Friendship Park.

Mr. Baldis: Oh, the bismarcks, I saw their appearance isn't very attractive but once again, today we had Corrine from ValleyCrest here and she assured us that they are all alive and will do well, it's just a waiting game to see the new fronds come out.

Ms. Elliott: Ok, very good.

Mr. Diaz: Alright so do we have a motion to approve \$6,000 for this tree replacement?

On MOTION by Ms. Elliott seconded by Mr. Cooper with all in favor, accepting the AEW from ValleyCrest not to exceed \$6,000 to replace the royal palm trees on Speedway Blvd. was approved.

Mr. Diaz: Dennis?

Mr. Baldis: That's all I have unless you have something for me.

Mr. Cooper: Dennis I do, with regard to the bourgenvillas that are on the guardrail, is there going to be something that we can do to have them change them out because it's been like two years?

Mr. Baldis: Well what we're doing there is, today we asked ValleyCrest to make a trench there, they're going to put in a drainage pipe to lead the water down to the catch basin in that area and replace it with new soil and put new plants in and hopefully that will solve that problem. That area for some reason seems to hold water, but that's going to be our step to correct it.

Mr. Winkeljohn: Any other questions for Dennis?

D. Manager

- **Discussion of Financial Disclosure Report from the Commission on Ethics**
- **Discussion of New Legislation for Community Development Districts (HB 712 & 821)**

Mr. Diaz: Moving on to the next item, Mr. Manager?

Mr. Winkeljohn: Yes, in your packets I produced the state's report on your renewal for your financial disclosure forms. I think all of them have been received except for Curtis', so you know what to do and you've already got yours in.

Ms. Felipe-Ochoa: Do we get fined for that?

Mr. Winkeljohn: Yours was renewed right?

Ms. Felipe-Ochoa: Yes.

Mr. Winkeljohn: Yes, if you don't renew you do get fined, yes you are subject to fines.

Ms. Felipe-Ochoa: Me or the District?

Mr. Winkeljohn: Individually.

Mr. Pawelczyk: The District is not allowed to pay your fine. You are individually responsible for filing financial disclosures. The due date is July 1st, the state typically doesn't start fining until September 1st, it's \$25.00 per day up to \$1,500 dollars, so that's why it's always here and GMS always puts the information in your agendas, probably for the last two meetings, at least I've mentioned it or he's mentioned it, so make sure you get that in.

Mr. Winkeljohn: The next item has already been covered.

FIFTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

A. Status Report on the Punch List with the Joint Venture

B. Status on Golf Car Purchase/Lease

C. Status on Stonebrook License Agreement and Consideration of Options to Enforce Cost on Curbing at Waterstone Way and NE 23rd Road

D. Status on Waterstone Boulevard Monument Upgrade

E. Discussion of Possible Mosquito Control Options for the District

Mr. Winkeljohn: Moving on to the status report on the punch list with the Joint Venture, there has been correspondence and discussions between the attorney, Gary Mars, and Lennar, none of it looks or appears the least bit productive, but we are trying. I'm waiting for an accounting procedure on the golf cart purchase, I'm hoping to have that early next week. We're trying to figure out the cost savings through our account process to pay for it directly and then lease it back to the District at zero profit. I don't see a reason why that won't work, I just can't do it without the president's accounting firm saying yes, that works and he's been on vacation, so I am waiting on him. Item C, did you have anything else on that Alex that you wanted to talk about?

Mr. Diaz: No I just thought maybe we should throw it back to Dennis. I know Dennis is also at the same time working with other possible vendors so we can compare prices with different vendors, is that correct Dennis?

Mr. Baldis: That's correct, we may have the same offer on the tax credit too.

Mr. Diaz: Ok.

Mr. Winkeljohn: Ok, item C, the curbing at Waterstone Way at NE 23rd Road. Originally we brought that cost back to you and said curbing was the right answer there

because of the way the drainage would work, it wouldn't be terribly expensive. The cost estimates, the measurements translated into the unit pricing of a current contractor JVA, who originally calculated at about \$30,000 dollars. I've asked them to look very closely at any savings he could think of and he's emailed me the proposal about five minutes ago at \$21,500 dollars.

Mr. Diaz: Does the board have any direction or questions on this?

Ms. Felipe-Ochoa: Paul, I have question, it says Stonebrook License Agreement and Consideration of Options to Enforce Cost on Curbing, where is that exactly, NE 23rd Road?

Mr. Winkeljohn: I'm sorry, they lumped two topics together, that was a mistake.

Ms. Felipe-Ochoa: Ok, so the license agreement we already talked about.

Mr. Winkeljohn: Yes, when Alex talks to my staff without me seeing it, all kinds of different things happen.

Ms. Felipe-Ochoa: Ok, so we're talking about the curbing and this is on NE 23rd Road?

Mr. Winkeljohn: It's on Waterstone Way.

Ms. Felipe-Ochoa: And what community is it close to?

Mr. Winkeljohn: It's the one that you asked us to put curbing at.

Mr. Diaz: Floridian Bay, it's on page 1 and Portofino Bay.

Mr. Winkeljohn: And this is just the curbing to prevent parking and then it will allow you to do some landscaping work inside the curbs and it will ultimately be a cosmetically appealing solution to the bad parking behavior that we all experienced.

Ms. Felipe-Ochoa: I want to know the board's thoughts on maybe just doing what we did by Portofino Estates and Marbella Cove, because we did install that drainage system there and obviously it has worked, so what are the board's thoughts on that? I mean \$21,000 right now is not a good idea, that's my thoughts on it and maybe landscaping would be a better option.

Mr. Cooper: For her question for the roundabout, what would be the total cost of the roundabout if we were to do what we did over at Palms and Pointe?

Mr. Winkeljohn: To add a roundabout in that area?

Mr. Cooper: Like if we did the curbing?

Mr. Winkeljohn: Well the roundabout was about \$170,000 dollars for the whole project.

Mr. Cooper: If we did do the curbing and decided in the future to do the roundabout could we keep the existing curb then?

Mr. Winkeljohn: Yes, the original design for a roundabout there had this curbing in it and it also has a more robust drainage procedure, we took a much bigger chunk out of the area but the actually curbing on both would stay the same.

Ms. Elliott: The curbing goes with the drainage as well?

Mr. Winkeljohn: Well in this case, the road is on a consistent incline or decline depending on which way you're standing. It's not a right or left drainage, it's more parallel in the direction of the road and the drains are way outside of where we need to curb from a parking standpoint, so my observation was that the sidewalk curvature squeezes very closely to the road, and fairly close to this intersection and that gives you a great central point, you don't need to make your curbing beyond that point because you have to be right against the sidewalk anyway, so that shortened the amount of curbing that was in the original roundabout. Then I adjusted it even a little bit further because there was no benefit to it, now those small little strips of landscaping which is grass now, would become excellent for planting and then you'd have a really nice area, it would meet with the pattern you already have, so some curbing there will look fine because it's not going to change the shape or width of the road, that kind of thing. There are a lot of reasons why we decided not to put the roundabout there, and one is that we needed the money for the widening. It also identified fairly small areas that would be exposed between that sidewalk and the road work, a car would come up and penetrate it and park in that area like they do now, so if you plant landscaping there, you basically make it almost like a blocked in area.

Ms. Felipe-Ochoa: As far as the budget goes, where would we allocate that money from exactly?

Mr. Winkeljohn: Well, your current operating budget could absorb this without a big problem, so from capital reserves.

Ms. Felipe-Ochoa: When would they start on that?

Mr. Winkeljohn: He wants to finish his paving over on the boulevard, actually he's going to do that last, he's going to finish his paving on Waterstone Way and 137th Avenue, and so he would start immediately after that, probably next week.

Mr. Cooper: As far as doing the route with the curbing as opposed to the other option of what I brought to the table last time, was maybe doing some type of a rope down Waterstone Way.

Mr. Winkeljohn: Well the issue was it's not in keeping with our overall design concept. Do we have any action from the board today?

Ms. Elliott: I'd make a motion to approve it, are you guys in agreement? What do you think?

On MOTION by Ms. Elliott seconded by Ms. Felipe-Ochoa with all in favor, authorizing staff to proceed with the curbing to prevent parking on the grass relating to Floridian Bay and Portofino Bay not to exceed \$21,500 was approved.

Mr. Winkeljohn: Item D is the Waterstone Boulevard monument upgrade and backing up to the original concept of Waterstone Boulevard's gate feature and entry experience, as you know, Waterstone Boulevard did not have available real estate to do anything on the perimeters of the intersections and the outside corners. We originally went in with a concept of bringing the elements of our towers into a gazebo type walkway feature. We put that in for permitting with a modification to the actual monument sign that's there. The monument sign that's there, for some reason or another is in a different architectural style than the other features throughout the community and it also does not match what the guard house will look like, so its basic elements are off, it's the wrong style, so I have two topics in front of you and there is no action today, but I put the monument and the walkway features in for permitting to see what would happen and they were denied. The good news is when we asked them why they were denied, they

told us there were some pretty minor reasons. They all agreed that because the features that we're proposing are not shelters of any kind, meaning that they're not bus shelters, they're not gates, they do not qualify under any of the zoning restrictions, so they are actually permissible and we needed a few minor language changes to our plans and then they're going back in for permitting and we expect that to be approved. That's what you had asked me to do was to see how the permitting goes, and by that time the project will be out of the ground, I'll bring it back permissible, approved and a cost for that for you. The monument itself will have architectural changes and no matter what happens with permitting we can do that. We also have a reverse channel lighting project at that sign and all the other entrances throughout the community and as you know Alex has been discussing LED lighting because what we used for our holiday lighting was very successful and it's a very attractive lighting concept and it would translate very well to our signage. We're finalizing that number and Alex I just received a proposal but I didn't get a chance to print it out for you today, but to change the lettering on our monument signs and add a reverse channel LED lighting system, do you remember the number?

Mr. Diaz: With the Nikko Construction fee, because they get 20%, for all six graphics, because it's two on Waterstone Way and 137th Avenue, two of them on Campbell Drive and 137th Avenue, and two of them at Waterstone Blvd., I believe it was somewhere in the area of \$24,000 with labor and everything else.

Mr. Winkeljohn: Alright, so my intent is to move forward on that as part of the construction project, which is to add \$25,000 roughly for this lighting.

Mr. Diaz: By the way, that's considerably less than the prices we originally received.

Mr. Winkeljohn: Yes, we've worked very hard on this because every time we got a proposal back you could tell something wasn't right and this is very new technology and people aren't even sure how to price it because the price is changing quite suddenly and they don't know how to use the amount of light these things put out or don't put out, so it's a complicated new concept out there in the industry and we've found a contractor that's done enough of it where they're able to be competitive.

Mr. Cooper: Would the board mind if I entertained trying to get one other proposal and see if that may work out?

Mr. Winkeljohn: Sure.

Mr. Diaz: Just so you know, for the record we've gone through many different ones, including the ones we originally brought out when we first brought up this idea about a year ago and I think Sign-A-Rama was the one I provided and the price is significantly less than it was a year ago. Do we want to establish a budget maybe for this?

Mr. Winkeljohn: I wouldn't, you mean from the board?

Mr. Diaz: Yes, a not to exceed amount.

Mr. Winkeljohn: Well our budget is that we're not going to do it if it looks too expensive, that's been working great so far.

Mr. Diaz: Ok.

Mr. Winkeljohn: Ok Alex, did you want to talk about the mosquitoes?

Mr. Diaz: Sure.

Mr. Winkeljohn: Basically the concept is that we've added the mosquito eating fish in the lakes and ultimately as time goes on those will keep the reproductive envelope in check and it will reduce the volume. Other methods, there's a little bit of a background with mosquito treatment in the state of Florida, is that it's in the original constitution of the state of Florida that it's a special responsibility of either charter counties or individual Districts, so the point is that Dade County regulates mosquito control in broadcasting any kind of insecticide or anything like that. They do spray and the process for spraying is built on a formula that the state promulgated some years ago, which is either complaint driven, so you have to complain a lot that you're getting bit by mosquitoes and then when you meet the complaint threshold your area can be treated. The other one is, they do have mosquito inspectors that go out into different fields and they stand for a 2 minute period of time and count how many mosquitoes land on their arms and then that would justify the treatment of mosquitoes in that area and I'm not kidding you, that is the state regulated process for determining mosquitoes rank and treatment.

Mr. Diaz: We could do a mass email campaign, also the newsletter and the community updates on the website, asking everybody to call in about the mosquitoes. Ok I think that's enough on the mosquito issue for right now, we can move on to the next item.

SIXTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Balance Sheet and Income Statement

Mr. Diaz: The next item is the Financial Reports and the approval of the check register.

Mr. Cooper: Before we do that, I would just like to make a comment.

Mr. Diaz: Sure.

Mr. Cooper: Thank you. Dennis is there a way, and I guess I've talked about this previously but I didn't see it in the previous minutes, pricing on the coral rock for the bridge?

Mr. Winkeljohn: Yes, we have a price coming from him and he's already been released on the gravity wall, he's having to struggle a little bit, the contractor and the subcontractor had two different ideas and we've been telling him for about 6 months what the right idea is, so we'll see how he does, I want to wait and see how he does on the gravity wall. If the contractor has to be fired or change the subcontractor, so be it, so I'm not bringing the bridge issue to you price-wise until we see what happens there.

Mr. Diaz: Just to be candid about what happened, they started doing exactly what we told them not to do, and I saw it and I said stop, because that's not at all what we have in on Campbell Drive, which is what the board's direction was, we want to mimic whatever is over on the Campbell Drive entrance, that stone on the monument and repeat that same feature throughout the gravity wall and over the bridge. Well, this particular subcontractor took it upon himself to do his interpretation of that, which isn't necessarily anything like what we have over there.

Mr. Winkeljohn: Yes, so all parties know, and if you've seen it he's already taken them off, and he's starting to see if he has another way to use his stone in that broken format and actually today I saw one of them being stuck on there that was broken and

we'll see if he thinks he can pull it off with that. The stone is what we're looking for, it's a cultured version of the stone and it has an iron in it that will oxidize and give it the classic coral look to it. It's going to be a smooth finish which is what we want because along a walkway you don't want the jagged boulder look because that would be rather dangerous, so we want the flat broken random pattern. So we'll see how it goes and if we have to keep finding a new contractor, it was a worthwhile to experiment because of the price. Anything else Curtis?

Mr. Cooper: No, that's all.

Mr. Diaz: Monica, anything?

Ms. Elliott: No.

Mr. Diaz: Sonia?

Ms. Castro: No.

Mr. Diaz: Kim?

Ms. Felipe-Ochoa: No.

Mr. Diaz: Ok then, moving on to our financial reports, approval of the check register and the balance sheet and income statement.

Mr. Winkeljohn: Yes, and that's typically a collective motion.

Mr. Diaz: Alright, I see.

On MOTION by Mr. Cooper seconded by Ms. Castro with all in favor, the Check Register, Balance Sheet and Income Statement were approved.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Diaz: Ok then we would just need a motion to adjourn the meeting.

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

July 23, 2009

South-Dade Venture CDD

NOTES:

~ Please note that at the next meeting we will add the following items

engagement letter with Carr, Riggs & Ingram

*Under manager's report -Letter to Chair regarding Officer Brian Kennedy & officer
Giovani*

*2009-07 (Major Scott Kennedy - Robin Check with Paul to see if Michael was able to
draft the resolution)*

Patti attached is a copy of the ranking sheet

Jennifer

Agenda Items:

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