

**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, September 10, 2009 at 3:00 p.m., at the Waterstone 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
Curtis Cooper	Assistant Secretary
Sonia Castro	Assistant Secretary

Also present was:

Paul Winkeljohn	District Manager
Mike Pawelczyk	District Attorney

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

Staff Reports

B. Engineer

There not being any report, the next item followed.

C. Field Manager

Mr. Diaz: We have excused our Field Manager. Do you want to discuss his portion of it, Paul?

Mr. Winkeljohn: Well I can, but he doesn't really have anything to be approved by the board today.

Mr. Diaz: Okay. Just to give an update, today they delivered the new shed that will house the new cart, which is the district's first vehicle that we purchased, which is the hybrid solar powered car. So everything is ready to go. We have the shed, we have the solar powered car and the car got delivered today. Also, they went ahead and

planted all of the plants that we approved last time two weeks ago. They are kind of small now, but they have promised us that by the holidays, they should be nice and full.

Ms. Castro: What happened to the fence? What is the status of that because I went to check it yesterday?

Mr. Diaz: He was supposed to be coming here tomorrow, but he doesn't think he is going to be here tomorrow. They have been delayed because of all the rain wherever else they are working. He said if not tomorrow, he will definitely be here next week. They did finish the fencing on the boulevard.

Ms. Castro: I checked yesterday and I didn't think that it was done on the left-hand side by the lake. The right-hand side is done, but not the one to the left.

Mr. Diaz: Correct. We have picked the flowers for the holidays and there is going to be a lot of coordination going on to get everything ready in time for the holidays. Of course they are going to be changing the signage that we approved and they are going to be pressure cleaning all of the sidewalks and curbs and they are going to be replacing all of the flowers with red and white ones for the holidays so they should be full by the time the holidays come around. And that is Dennis's report and we can move back to Item A for our attorney's report. Do you have anything?

A. Attorney

Mr. Pawelczyk: I have a couple quick things to report on. One is the lift station conveyance. I am expecting affidavits signed by the owner of that tract within Kristy's Homes. They should be here by this week or early next week and then we can move forward and finalize that conveyance. The Portofino Point Revocable License Agreement, it is my understanding that GMS has that in hand, so I will get that from them. It is fully executed as my understanding so we will get that recorded in the public records. That brings us to the Stonebrook Revocable License Agreement which I have indicated in the past that we had problems getting signed. I spoke with their lawyer this morning and she indicated that her client is still reluctant to sign it. I expressed in the nicest way possible the fact that I don't understand why not and asked

if they want us to remove the monument for them and charge them for it. She said no and her client has informed her that there was some talk about that the median area was wrongfully deeded to the CDD by the developer and that there was talk that the CDD may be deeding that median back. I informed her that that is really kind of impossible because that entire circle is one tract on the plat. So the whole circle, which includes the road, the right-of-way and the median inside it is called Tract A. If the developer had intended to deed Tract A to the district and Tract B, which would be the circle if there was such a tract, to the HOA it would have been designated as such on the plat. So there was no mistake. The mistake was that the developer just threw the monument in there. We are trying to clean that up. She said her client is hung up on the fact that there is something in the revocable license agreement that says if the county is ever going to tax this property, the district is tax exempt, but because we are using it for a private purpose they are real concerned about that. I informed her that she should know that the county, if they even were to assess it, which I can't say that they would because we are not earning any revenue on it, and it is not for a private purpose per say as such as it is directional because it is a monument sign, I told her that even if the county would somehow decide to assess it, they would assess it at \$10 because it is a twenty foot traffic circle. She then told me that they would like me to extend an invitation to someone from the district or me as the lawyer to go to their board meeting on the 14th. I told her that I was not going to advise the district to spend any money to send me to a meeting because that doesn't make any sense. I told her that I would ask if any of the board members could make it on the 14th.

Ms. Castro: There is a board member who is part of that association. Kim.

Mr. Pawelczyk: Is she on the board?

Ms. Castro: Yes.

Mr. Diaz: No. She has never been on the board.

Ms. Castro: Well she lives there so I am thinking that if she doesn't have any health issues she can go. I would be willing to go, but as it stands, it has been almost a

year and I would like to entertain a motion to allow them to have the meeting and if they don't sign it by the 14th, we start demolition by the 15th.

Mr. Pawelczyk: The only thing I would say is that I don't have any legal objections to the motion except for the start of demolition. I think we need to put them on adequate thirty day notice, and we can put that notice on them tomorrow, only because that is arguably that we can say it is our property and they can also say it is their property and we need to give them time to remove it themselves if they want it.

Mr. Diaz: What is the cost for you to go to the meeting?

Mr. Pawelczyk: Whatever my hourly rate is. If anybody is going to go, I think it should be a board member. I told her that the only reason the board hasn't taken additional action is because I have been talking to the HOA attorney. Otherwise they are prepared to make the motion to have the items removed from the median. She told me she understood and had tried to talk to her client, but they keep doing what they have been doing.

The record will reflect that Ms. Felipe-Ochoa joined the meeting.

Mr. Diaz: Can I make a suggestion?

Mr. Pawelczyk: Absolutely.

Mr. Diaz: Can we send a letter explaining all of this to the residents of Stonebrook I, saying that if this is not resolved by a particular date that it is going to be executed. We have attempted for over a year now to resolve this amicably, however because of noncompliance with the board of Stonebrook I, we have no other choice but to remove the monument, which we don't want to do.

Mr. Pawelczyk: What I would suggest is in line with Alex's reasoning, we can send a letter out tomorrow, but I don't think it should go to the residents. I think it should go the board, their attorney and their manager, which is Alton Madison.

Mr. Diaz: That is the only part I disagree with. I think it should go to every resident because it could be twisted and there could be some miscommunication to make us look like the bad guys when in fact we have actually bent over backwards to

try to get this to happen amicably. In my opinion this is going to be turned as Big Brother CDD is stomping on the little HOA and they won't work with us on this.

Ms. Felipe-Ochoa: I am not concerned with that. I agree with what Mike said. I am really not concerned with what they might think or if's and things like that. If he suggests that we just send it to their board and management, it is their own issue.

Mr. Pawelczyk: I told her I would call her today or tomorrow depending on what time the meeting ended to tell her what the board's decision was. If we send something to her and the board and tell them that they need to sign it by the 15th, otherwise the district intends to advise the residents and the board that it is going to take the necessary actions to remove those items from the median due to the lack of action by their HOA board. I think that is sufficient and reasonable.

Ms. Castro: We need thirty days even when we have given them over a year?

Mr. Pawelczyk: Well we never told them we were going to go yank it out.

Ms. Felipe-Ochoa: It is the legal thing to do it that way?

Mr. Diaz: We have never given them an ultimatum until this point.

Mr. Pawelczyk: That is exactly right. So I think on or about October 15th, we will look at the calendar and put that on a Friday or a Monday and we will proceed in accordance therewith.

Mr. Diaz: It just seems like we are going to be spending more money doing it that route than to have Mike explain any of these concerns that we have to the board meeting on the 14th so I would rather see him go to that board meeting and spend less money up front now and not have to deal with all of the hassle so we can hopefully rectify it by then. If that doesn't work out, then we can proceed with what we are discussing to do now.

Ms. Felipe-Ochoa: Well that is going to be quite a hefty bill to send Mike down there. It is a lot more than a one hour trip.

Mr. Pawelczyk: Yes, it would be like a regular meeting unless they let me appear by phone. I don't know how those HOA meetings work, though.

Ms. Felipe-Ochoa: My personal feeling is to give them the professional courtesy of a thirty day notice. We have been more than lenient so we can send them a letter and they will either sign it or they won't and we can make a decision from there.

Mr. Pawelczyk: We told them all along that if they have any questions to contact me or Paul. We haven't heard anything from them. There have been no phone calls, e-mails or any contact at all.

Mr. Winkeljohn: Yes. At the very beginning of the process, Mr. Sierra, I believe, called me and was totally confused by the concept of the document. I called him back to see why they wouldn't sign it. It is not an aggressive act on our part; it is actually a housekeeping matter that should be pretty routine. As Mike mentioned, he was handcuffed by the concept of possibly being taxed and I explained it to him as best as I could, but he did not understand. He was still under the impression that he was being put at risk by signing this document. I don't think we can be successful with explaining it to this board because they have sort of made up their minds that this is an adversarial thing and their lawyer hasn't been able to convince them otherwise. They have a perception that something negative is being done to them as opposed to a cooperative arrangement.

Mr. Pawelczyk: Here is an alternative to further show our cooperative efforts. We will take out the tax provision and replace it with a provision that says "should Miami-Dade County ever tax this property, the HOA shall remove the improvements immediately and without haste." That is the only alternative I can think of. They don't understand that even if they tax it, they are not going to tax it for anything. I don't have a problem with that and it still protects us. When it comes down to it, they are going to pay the tax and keep the agreement going.

Ms. Felipe-Ochoa: What do you think, Curtis?

Mr. Cooper: Sounds good to me.

Mr. Pawelczyk: Then that is what we will do. That is all I can think of in just talking this out. I know there are a couple of board members who have had enough,

believe me I have had enough, too. We will make sure that any correspondence that I have will include an ultimatum to some degree.

Mr. Winkeljohn: I think that is a mature, intelligent approach. It is frustrating to be trying to clean up an oversight and error in the matter and having it be dealt with that way. I would also mention that going in and removing it would turn this into a much more serious issue than it ever needed to be in the first place so I wouldn't recommend that path because there is no problem with this thing being in our property, it is just paperwork that needs to be resolved.

Mr. Diaz: Did we explain to them that we have other areas in the district that have the exact same scenario and it wasn't an issue?

Mr. Pawelczyk: I told their lawyer.

Mr. Diaz: We haven't had any problems with them, they signed the license agreement and we moved on.

Mr. Pawelczyk: Their lawyer said that her client told her that this is the only one like it in the whole community. I told her that wasn't true and we had at least one other one assigned.

Mr. Diaz: One with the clubhouse, one with Portofino Point and there is another one we resolved by removing it with Stonebrook II.

Mr. Pawelczyk: I told her it is in their better interest that we as the district own the property anyhow because we own and maintain it that way. I will do what I can to get it done.

Mr. Diaz: So on or about October 15th we should come to a decision.

Mr. Pawelczyk: Yes. That is all of the good news I have to report today.

D. Manager

Mr. Diaz: And that brings us to our District Manager. Paul?

Mr. Winkeljohn: Not a lot has happened since the last meeting because we also had the Labor Day holiday. I am working on website changes, the construction project and the agreements with the two master associations. All of that has not moved a

whole lot since the last meeting, so I don't really have anything to bring you up to speed on for today.

Mr. Diaz: How are we doing with the issuance of the passes?

Mr. Winkeljohn: The programmer is back from vacation and he is finishing the next phase of changes to the website. Our attorney is still finalizing the agreements with the two master associations. We have to have the agreements in place before we can start doing that. In front of you is a large cardboard box, which contains the part of the Dell server equipment that will be stationed here at the clubhouse. It will basically work as the computer brains behind the whole gate data system so we are moving ahead with that.

Mr. Pawelczyk: With respect to the agreements, I just haven't had time to complete it since the last meeting when it was assigned. What I have so far is kind of short and to the point and just kind of delegates who is responsible for what without having a bunch of indemnification things in there because it isn't needed. It will be released to the manager next week and we can proceed from there.

Mr. Diaz: Is construction running on schedule?

Mr. Winkeljohn: Yes. There have been no changes to the last report that I gave you. There was a slight modification in the field to the cupola. The top part of the gate was recognized actually as a mistake on the plans that the dimensions were not shown correctly on the plans, so it was being built too small, but that is being corrected and it will look more in scale and reflective of the existing monument signs. They will be starting Monday on the boulevard modifications to the monument sign by the way.

Mr. Diaz: I was talking about that today with Dennis. We are going to be getting closer to putting the holiday decorations up and they are going to have to have time to apply that.

Mr. Winkeljohn: They will be starting that on Monday. It is not a very lengthy project, just a couple days of work.

Mr. Diaz: And how are we with the graphics and LED signs?

Mr. Winkeljohn: It has been executed and he has fabrication time and installation time. I don't remember the total timeframe, but I think it is about twenty or thirty days of fabrication and another couple weeks of installation. He should be starting the fabrication process this week.

**THIRD ORDER OF BUSINESS Supervisors Requests and
Audience Comments**

Mr. Diaz: Now we are at Supervisors Requests and Audience Comments. Monica, do you have any comments?

Ms. Elliot: Nope.

Mr. Diaz: Sonia?

Ms. Castro: No.

Mr. Diaz: Kim? Do you have anything?

Ms. Felipe-Ochoa: No.

Mr. Diaz: I have something quick before I get to Curtis. We have just finalized Waterstone Living Fall Issue 2009. We scaled it back down to eight pages to save on costs at the request of Ms. Ochoa in how much we are spending. We also sold enough advertising to meet that halfway mark, which was our goal. We did have a couple burglaries and security issues. Regarding security issues, we had one burglary in Stonebrook I and two burglaries in Portofino Bay in the last two weeks. The way they are going in is through the back by the Turnpike along that easement behind the homes so we did mention to ValleyCrest if they should come across some cheaper bourgenvilla that it might be a good idea to plant those all the way down that entire strip back there to prevent people from breaking into homes in our western and northwestern areas.

Ms. Castro: The roving officer is aware of that and he is going back to the Turnpike and roving around the area to prevent any pedestrians. So he is including that in his patrolling.

Mr. Diaz: The other thing I requested Paul and Mike to look into is the FP&L construction that is going on with the poles along the boulevard. My concern is that we

probably have an easement agreement on file with regard to maintaining the previous poles, but I wanted to make sure that they have the right to construct new poles on there. They never really consulted with us prior to starting construction. They kind of told us midway that they were constructing here and that is basically how we found out. They have also damaged a lot of our sod, infrastructure, fencing and locks.

Mr. Pawelczyk: We looked in our files and we don't have such an easement.

Mr. Diaz: It does show as our property on the tax roll, right?

Mr. Pawelczyk: Yes. The only thing that was sent to me was the agreement with FP&L for streetlights, which is different.

Mr. Winkeljohn: Yes, Jennifer read your e-mail and that was the only thing she could find that said FP&L in all of our documents. The easement would not be a document. It would be something recorded probably, right?

Mr. Pawelczyk: Definitely.

Mr. Winkeljohn: Then we would have to do some title work to identify the parameters of that easement. Juan would probably be the best person to find that, so I sent it to him and asked him to get back to me with the language of the easement.

Mr. Diaz: That is all I have. Curtis, do you have anything?

Mr. Cooper: Not at this time.

FOURTH ORDER OF BUSINESS Adjournment

Mr. Diaz: Okay then there being no comments, is there a motion to adjourn?

Ms. Felipe-Ochoa: I have one more comment before we do. Over the weekend at the Waterstone I clubhouse, it was broken into and the television was stolen. The door was ripped open on the side and they ripped the television off the wall.

Mr. Diaz: Are you kidding me?

Ms. Castro: Yes, I forgot to tell you that. I received that report yesterday.

Ms. Felipe-Ochoa: They did get it on surveillance. They were not masked. There were two males and one was abnormally tall. From what I understand, he was able to grab the television. It was the one in the gym, right?

Ms. Castro: I don't know. They told me that it was the big one in the main room.

Ms. Felipe-Ochoa: Oh, okay. Then it is that they broke through the side through the gym.

Mr. Diaz: Interesting. Is there anything else?

Mr. Pawelczyk: Just for the good of the order, I just want to tell everyone something kind of funny that happened in another district we work with in Broward County. We just installed surveillance cameras so they are around the pool and direct facilities of the district. The district has the recreational facilities in this area. They caught somebody who was causing damage to district property and a little vandalism. It turns out that the vandal is a son of one of the HOA board members. So it is just kind of ironic. We will see what comes of it, but it is probably going to be a whole other mess just created from that issue. I just wanted to share that with you.

Mr. Diaz: Do you find there are a lot of disputes between HOAs and CDDs when they have to coexist in communities?

Mr. Pawelczyk: I think it depends. I would say sometimes yes, but sometimes there isn't any. Sometimes it is a perfect fit and everyone knows their role and they use each other to get things done. For instance the district uses the HOA for functions and events, while the HOA uses the district to deal with maintenance of common areas and public improvement type of things. I think it just depends on the district and the people's personalities who are involved.

Mr. Diaz: Is there any other business? There being no other business, can I get a motion to adjourn please?

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

Secretary / Assistant Secretary

Chairman / Vice Chairman