

MINUTES OF MEETING
CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Capital Region Community Development District was held Thursday, March 11, 2010 at 6:30 p.m. at the Good Samaritan United Methodist Church, 3720 Capital Circle SE, Tallahassee, Florida.

Present and constituting a quorum were:

Mary Lee Kiracofe	Chairperson
Barry Brooks	Vice Chairman
Alan Hanstein	Supervisor
Jorge Gonzalez	Supervisor
Wayne Toothman	Supervisor

Also present were:

James A. Perry	District Manager
Joe Brown	District Counsel
Abe Prado	St. Joe Company
Norman Robertson	PBS&J
Robert Berlin	Operations Manager – GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order at 6:30 p.m.

SECOND ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes of the February 4, 2010 Meeting**
- B. Balance Sheet as of January 31, 2010 and Statement of Revenues & Expenditures for the Period Ending January 31, 2010**
- C. Treasury Report – January 31, 2010**
- D. Allocation of Assessments**
- E. Check Register**

Mr. Perry stated item two is approval of the consent agenda and these are the normal items you see on a monthly basis on the consent agenda. There are a couple of items to note for the board, under the allocation of assessments we are still doing very well in the collection of the assessments for the district, I think we are at 91% which is very good at this time of year. On the

check registers the volume dollar total was a little higher than what you normally see, it was about \$677,000 but \$500,000 of that is a transfer to the State Board of Administration so the expenditures for the district for the check register was about \$176,000 which is normal. Other than that I will ask if there are any questions or changes or comments on the consent agenda.

On MOTION by Mr. Brooks seconded by Mr. Hanstein with all in favor the consent agenda items were approved.

THIRD ORDER OF BUSINESS

Consideration of St. Joe Development Contributions True-Up Agreement

Mr. Perry stated item three is consideration of St. Joe Development contributions true-up agreement. If you will recall this district back in the September timeframe of last year entered into a deficit funding agreement with the St. Joe Company and if you will recall that deficit funding agreement provided that St. Joe was going to fund approximately \$260,000 in excess of their normal assessments for the year for the district. That funding agreement also provided that the \$260,000 would be reduced over the next three years. In addition to that there is a true up provision in there on a quarterly basis we are to go through and look at the expenditures we have to date and if we believe there are any expenditures where we have a favorable variance then St. Joe will be adjusted for that favorable variance. What you have before you in your agenda packet is the worksheet that we worked up which shows the actual variances through December 31, which was about \$96,000 for expenditures but a lot of those items even though there is \$96,000 favorable a lot of that is timing issues. We determined there was about \$13,800 that was going to be realized through the end of the year. That number can change on a quarterly basis but you will see the second page shows the adjustment to St. Joe for that true up of about \$12,800. The reason it goes down from \$13,800 to \$12,800 is that we also have an unfavorable variance in the interest income. Staff has reviewed this with St. Joe and they felt comfortable with what we projected and they had no further questions in regards to it. What we will do is on a quarterly basis just bring this back up before the board so you are informed and then we also will have a true up at the end of the year after we do the audit to make sure everything is tied in.

Mr. Hanstein asked is a vote required to accept this for this meeting?

Mr. Perry responded technically no, you approved the agreement so the agreement has the provision in it and staff has worked through it and it is more of an informational item for you to keep you informed.

FOURTH ORDER OF BUSINESS

Consideration of Proposal for Street Trees along Biltmore Avenue, Unit 16

Mr. Perry stated item four is consideration of proposal for street trees along Biltmore Avenue, Unit 16.

Mr. Prado stated we had some questions from the residents about the street trees on the west side of Biltmore from Salinger to Faulkner. We went back and looked at the plans and everything in Unit 16 except for that section of trees has been planted. We solicited proposals from All Pro and we have two options available, one of them is installation of 3" caliper Live Oaks at \$3,900 or 12 2" caliper Live Oaks at \$1,800 so the total you see at the bottom is a little misleading but we are not going to plant 24 trees we are only proposing to install 12 trees.

<p>Mr. Hanstein moved to approve the proposal from All Pro for the installation of 3" caliper Live Oaks on the west side of Biltmore from Salinger to Faulkner in the amount of \$3,900 and Mr. Gonzales seconded the motion.</p>

Ms. Kiracofe stated if a tree hasn't been in a pot as long it is going to be easier to establish when you put it in the ground.

Mr. Hanstein stated I will defer to your expertise I was thinking we would want to go with a mature tree from what we heard before from Robin that bigger was better. Robin, what is your expertise on that?

Mr. Barber stated it is in a 65 gallon container and has grown to that size you normally step them up. All the street trees that have been planted in SouthWood are 3" caliper 65 gallon trees that is the original spec. Mary Lee is absolutely correct the smaller tree is better in theory of not being too big in the pot crowded the root space and all of that but a 65 gallon container they prune the roots and grow them that size. If it were a 3" caliper in a 45 gallon container or 30 gallon container I would say it is pot bound. I don't see a problem to keep the consistency on the street trees and since they have been an issue I would suggest the cost savings.

Ms. Kiracofe stated it is my understanding these would be under a two year warranty.

Mr. Barber stated absolutely.

Mr. Brooks asked are these trees going to be in the right of way along neighbors' yards?

Mr. Barber responded no they will be in the CDD right of way.

Mr. Brooks asked who is going to be responsible for maintaining them?

Mr. Barber responded All Pro.

Mr. Brooks asked but ultimately the homeowner will be responsible.

Mr. Toothman stated the difference between the 2" and 3" caliper tree as far as height and spread is what?

Mr. Barber responded 14 feet versus probably 8 feet. You would definitely see a difference in size of the tree.

Mr. Toothman stated the spread would be about the same?

Mr. Barber responded the spread would be 4-5 versus 8 foot spread.

Mr. Toothman stated I still favor the 2" trees.

Ms. Kiracofe stated we have a motion on the floor for the 3" trees.

Mr. Hanstein withdrew his motion and Mr. Gonzales withdrew the second to the motion.

Mr. Hanstein stated I am fine either way I know the homeowners will be happy to see trees.

On MOTION by Mr. Hanstein seconded by Mr. Gonzales with all in favor the proposal from All Pro for the installation of 2" caliper Live Oak trees on Biltmore from Salinger to Faulkner in the amount of \$1,800 was approved.

FIFTH ORDER OF BUSINESS

Approval of Assignment of Rights-St. Joe

Mr. Perry stated item five is approval of assignment of rights by St. Joe.

Mr. Brown stated item five is approval of assignment of rights. As a background what this involves is back in 2000 as part of the regional design plan for the SouthWood DRI and the CCOC DRI St. Joe and the Department of Management Services entered into an agreement dealing with that development, it was a land swap agreement but as part of the land swap agreement it dealt with improvements that were going to be constructed, that were going to

benefit both the SouthWood DRI and the CCOC DRI so they were shared improvements that benefited both parties. As part of the agreement the Department of Management Services agreed to contribute an equal share of the cost of those improvements. Where we are now is the district has constructed or is in the process of constructing Merchants Row West and Shumard Oak both of those pieces of the roadway are west of Capital Circle and those were included in the shared improvements that DMS and St. Joe were going to share the cost of. The district constructed them as part of our project so St. Joe hasn't incurred any cost, so what this would do is assign St. Joe's right to contribution from the Department of Management Services for the costs of the Merchants Row West and Shumard Oak that we constructed. That is the first piece.

The second piece is the advance capital funding agreement. We currently have Unit 35 under contract and I have looked at our construction fund balances and we had just north of \$300,000 in the construction accounts. We have in district responsibilities still under the Unit 35 contract in the neighborhood of \$900,000 in costs including about \$350,000 in retainage at this time. Actually we have a shortfall in the neighborhood of \$600,000. Under the advance funding agreement St. Joe would agree to provide funds to the district to continue construction of Unit 35 and pay for basically that shortfall amount. It is called an advance funding agreement because the idea is that the district will reimburse St. Joe at some point. The source for those funds is the money from the Department of Management Services for the contribution. So basically under the advance funding agreement St. Joe would fund the District to complete Unit 35 essentially the costs we have in the contract and then when the money from the Department of Management Services comes in we would refund St. Joe. I did provide this to St. Joe's counsel and they did have minor comments that I want to run through. I don't think any of these are major issues but I want the board to know what the changes are from the version that is in the agenda package. If you go to page 2, paragraph 2, the district is currently under contract and it is not envisioned that the district is going to go out and bid another project and St. Joe will be obligated under the advance funding agreement to fund this, it is really intended to address the shortfall we have for unit 35. You will see in paragraph 2 there is language added, and currently under contract, so it is the improvements in the 2008A program that we have under contract at this time. The next area you see underlined addresses two points, one, when we request funding under the advance funding agreement which is on a monthly basis that monthly funding request won't exceed any of the expenses we have actually incurred which is to say that we are not going to send St. Joe a

bill one month for the entire remaining outstanding portion in Unit 35 and put that in our bank account and sit on it for the rest of the project. We are going to ask for funding as expenses come in. The second portion in paragraph 2 recognizes that if both parties agreed we could extend the advance funding agreement to cover any remaining improvements in the 2008A program to fall under this advance funding agreement but that would be at the request of the district and then written confirmation of the agreement from St. Joe.

Paragraph 4 the addition there is really just to clarify that the source for repayment to St. Joe is intended to be from the moneys from the Department of Management Services. This is an example you often see advance funding agreements before bonds are issued which if everybody remembers when we did the 2008A issue there were actually prior advance funding agreements in existence that some of the 2008A bonds went to repay. For this advance funding agreement the source of repayment is from the Department of Management Services.

Mr. Hanstein asked on the wording where it says towards roadway construction costs, is it anticipated that all of these are related to roadways?

Mr. Brown responded they are solely related to roadways. On page 3 at the bottom of paragraph 4, that was revised to clarify that the sole source for repayment of these advance funds is from the money from the Department of Management Services. If for some reason the Department of Management Services never pays the district, we never get the money for whatever reason and three years goes by and that money never comes in the funds advanced to the district would just be deemed contributed and the repayment obligation of the district would go away.

The last change made from the version that is in your agenda package is the next to the last page, page 5, it provides both parties the ability to terminate on 45 days notice. I can't foresee a whole lot of circumstances where either party would go to termination. This arrangement works for both parties with the assignment of rights and the advance funding. But, this provides for termination on 45 days notice, however, in the event the developer issues a notice to terminate the agreement any work currently under contract at the time that notice is issued would still be an obligation of St. Joe to advance fund. Likewise, if the district were for some reason to decide it needed to terminate the agreement as of the date that we issue our notice of termination any obligation we have to repay moneys already advance funded as of that date would remain. If St. Joe had already advance funded us \$100,000 and we decided for whatever

reason to terminate our obligation under the agreement would still remain which is that if we got money for costs we incurred for those shared improvements from the Department of Management Services we would need to repay that \$100,000 to St. Joe.

Those are the changes that were made, really to clarify for both parties what the terms are. I don't anticipate any additional comments from St. Joe but in the event we have minor changes that need to be made I don't want to feel the need to bring it back to the board.

On MOTION by Mr. Hanstein seconded by Mr. Toothman with all in favor the assignment rights to St. Joe in substantial form was approved.

SIXTH ORDER OF BUSINESS

Advance Capital Funding Agreement-St. Joe

On MOTION by Mr. Brooks seconded by Ms. Kiracofe with all in favor the advance capital funding agreement with St. Joe was approved in substantial form with the changes presented.

SEVENTH ORDER OF BUSINESS

Update Unit 35 Pipe Failure

Mr. Perry stated item seven is an update on Unit 35 pipe failure.

Mr. Brown stated as part of the Unit 35 contract there are two ponds, TR105 and 209 one is on the north side of Tram Road and one is on the south side of Tram Road.

Mr. Robertson pointed out the location of the area on the map and stated there was a connection between these two ponds.

Mr. Brown stated one on the north side of Tram Road and one on the south side of Tram Road and as Norm said there was a pipe between them which allows the ponds to equalize. The pond on the north side is substantially complete and the pipes run under Tram Road with a jack and bore and goes into the south pond. TR105 is not completed and is not part of our Unit 35 contract that is work to be done by St. Joe privately. The idea is that the ponds get connected when they are complete. Sandco put in the pipes into TR105 when it was incomplete. The elevation of the ponds was deeper than is reflected in the plans for Unit 35. We had that big rain and the pipes collapsed. Through whatever mechanism, I don't know if there is a leak in the pipe, if Sandco didn't install them right or if it was because TR105 was in an incomplete state, the bottom line is a large stretch of concrete pipe running from the jack and bore under Tram

Road was eaten up in a big hole. Sandco, I think their vision is they would like to see some additional compensation for this issue. In my opinion this isn't a district responsibility. Under the contract for construction for Unit 35, Sandco as contractor has the responsibility to protect and ensure that all the work that is underway is protected from loss. They are also required to have property insurance that guards against casualty or loss. This isn't a district problem I don't think this is a design flaw, they put the pipe in before they were supposed to. I think that is all beside the point because either way whether it was an act of God which is what I think Sandco would like to say or if it was Sandco doing what they were not supposed to do under the contract, I think it is really their problem. Where we are at the moment is PBS&J has directed Sandco to pull the pipe out, stack it, regrade the area where we have a hole and then they are going to reinstall it. PBS&J will come out and take a look at the pipe and see if any of it is salvageable but I think Sandco's position is they would like to see some compensation. What I recommend to the board is that the board approve a work change directive which is a little different than a change order because it is not signed by all parties it is just signed by the owner and as recommended by the engineer and directed to Sandco. The effect of that is at that point it is a precursor to a change order the parties get together and try to decide what affect if any the work change directive should have on the price of the contract or the schedule of the contract so if there needs to be an extension of time to reach substantial completion. I think everybody would agree there is going to have to be an extension of time maybe in the neighborhood of 60 days because it is going to take that long until TR105 is in its complete state so the pipes can be reinstalled as they are supposed to per the plans. As to the affect on price, I am not an engineer but like I said I don't think this is a district responsibility, however, there is going to be an extension of time which is not within Sandco's control. I suppose it could be that there could be some additional cost incurred by Sandco in extension of time, remobilizing, I don't know that I am the one to give an opinion about that but what I have asked the board to do is to approve the work change directive to Sandco and then either we just make it clear that the district's position is this is going to result in our opinion an extension of time but no additional cost and see what they come back with at the next meeting or if the board wanted to go ahead between meetings and give the chair some discretion in consultation with staff to say okay, if everybody can agree that it is reasonable that there is some additional cost here and it is going to be no more than \$4,000. I don't know if anybody has a suggestion about what might be reasonable to include and

if they will agree to the change order the \$4,000 to put this issue to rest and have the change order approved so they are coming back out to reinstall the pipe 60 days after the initial contract completion date that is the second option. So you understand the technical steps under the contract, after we do the work change directive, is if nobody agrees, if we come to loggerheads and no one is going to agree on what the affect on price and time should be then you go to the claim process under the contract which would be one party has 30 days from the event to file a claim with the engineer. The engineer gets first shot at it, it is a condition precedent to any further action in court or otherwise and the engineer either takes action or doesn't, if they don't take action it is deemed a denial. After that then there is a mediation provision in the agreement. After mediation if that doesn't work out then it is circuit court. I think we are talking in the neighborhood here of low end \$20,000 to high end of \$32,000 in additional costs and that is what we envision Sandco could claim for having to come back out and reinstall the pipes and having pulled them and currently regrade it. I don't know if that work is done yet or not I think it is in progress.

Mr. Robertson stated they have pulled the pipes out.

Mr. Brown stated somewhere in that range.

Mr. Gonzales asked have we received anything in writing from Sandco of any sort related to this topic?

Mr. Brown responded yes there have been some communications back and forth between the engineer and Sandco. Like I said the engineer has already directed them to, the first thing we did was put a plug in the pipe so that no more water can flow from the north pond to the south pond and make the situation worse. There has been direction to pull out the pipe and regrade which was I believe Sandco's preference on how to handle the issue at the current time because the other option was to plug the concrete pipe that is still in place and back fill it and stake that location and then come back in and finish the extension but instead I think the determination was to install the pipe as far as they could to the point where they couldn't go any further because there is going to be some regarding to Unit 35 that is going to change the contour so they couldn't go all the way out, go as far as they could, re-fill it, stake it but I think Sandco's preference was to pull the pipe out that failed and come back in.

Mr. Gonzalez asked so these were emails?

Mr. Robertson responded emails and I believe a couple of letters.

Mr. Gonzalez asked have you seen them all?

Mr. Brown responded I think I have seen everything.

Mr. Gonzales stated I am assuming that our approval of a change work directive doesn't in any way create an admission or bind us in any way that we are going to pay.

Mr. Brown responded no. Absolutely I don't think the district is saying and it has never been said at any point from anybody in any conversation that we are at all responsible or are going to pay anything. I can't say that I have looked at it and know exactly what is reasonable that they not have some claim for an additional \$1,000 because of the extension of contract time or something I don't know that for sure.

Mr. Gonzales asked this is big picture ballpark \$20,000 to \$32,000?

Mr. Robertson stated the original cost to install the pipe into the ground was just under \$33,000 just for the pipe installation so we are thinking it is probably upper limits since they are going to be able to reuse some of that pipe.

Mr. Hanstein stated I'm assuming just from what I understand that this isn't urgent this is not something that has to be done in two weeks or three weeks based on you saying we might have to do this and might have to do that.

Mr. Brown asked the work change directive?

Mr. Hanstein stated the work based on the fact that the other side is not even done yet. Now that they have fixed it from getting any worse there is no urgency that in 30 days something has to go.

Mr. Brown responded as far as getting the work done, no.

Mr. Prado stated I don't think the pipe will be installed in another 60 days.

Mr. Hanstein asked in these emails and correspondence have they admitted, you said something that I thought was important which is that they installed it when they weren't supposed to, that sets the bar for me for not really wanting to pay money to get them to fix it, have they admitted anything in writing that they were not supposed to put it in and they put it in?

Mr. Brown responded I think there is a dispute about those particular facts and I would have to go back and really look to see. I think everyone recognizes that the plans show that TR105 pond being a different state than the one where they installed it. I think there is some dispute.

Mr. Robertson stated there is a schedule in the plans and clearly the 36" pipe was to go in after TR105 was constructed. They made some requests early on to try to install that pipe early and how they could do that without causing any problem and there was a lot of back and forth but no clear direction for them to go ahead and proceed with putting it in early. Other than that the plans clearly state that the order of events that need to occur and TR105 needed to be constructed before that 36" pipe was installed.

Mr. Hanstein stated for me that would be the deciding factor on any compensation. But having said that I am fine with the recommendation on giving the chair the latitude to negotiate this.

Mr. Brooks stated my question was just answered which was basically what the plans called for, were the plans modified. I understand there is some debate as to whether they were modified.

Mr. Brown stated they weren't modified. I will point out this one detail just so you know, TR105 pond was originally going to be part of the Unit 35 contract but got pulled out, St. Joe is doing that work privately. But the plans for construction of all the Unit 35 improvements including these pipes into TR105 from my understanding have never changed. Like we said the schedule for construction was that the pipes go in when TR105 is in its complete condition.

Mr. Brooks stated I don't think we need to do anything as a board tonight. I think we should just let it percolate and see what gets worked out through the normal process when something like this happens and if we need to come back with a change order to modify the amount and staff thinks that is correct come back at that time if there is no urgency.

Mr. Brown stated I guess there is not with respect to timing. My recommendation at this time would be to push this along and put it to rest one way or the other. The bottom line is there is going to have to be some issue over change ordering the contract. This is a way to go ahead and put us in the drivers seat with the timing of the process otherwise we are just sitting waiting for Sandco to claim an amount. They are proceeding with work as we said they are doing this work and there hasn't been a formal change order to include anything additional at this point. My preference and recommendation would be to get the process moving with the work change directive. That is first step. We could say no latitude and come back next month after you issue the work change directive because that could be the catalyst to make those discussions with Sandco happen because that is the affect of the work change directive, then the parties get

together and decide what if any impact there should be on price and contract time. We could come back next month and say we issued the work change directive and the district engineer or me or whoever negotiates with Sandco and they are saying it needs to be \$36,000 and we are saying that is not reasonable this number is or whatever the case may be and we could go further at that time.

Mr. Brooks stated my reasonable figure is zero.

Mr. Toothman asked this is the same contractor on both sides but different contracts?

Mr. Robertson stated that is correct.

Mr. Toothman asked same permit?

Mr. Robertson responded same permit.

Mr. Toothman asked and the permit has not been amended so your sequence of construction is the same?

Mr. Robertson responded that is correct.

Mr. Toothman stated first you build the two ponds then you connect the ponds.

Mr. Robertson responded essentially, yes.

Mr. Hanstein moved to direct district counsel to send a work change directive to Sandco to continue with work covering all the work from pulling the pipe out, filling the hole that is there, regrading, compaction, all those steps to reinstallation of the pipe when TR105 is in a finished state ready to accept it.

Mr. Gonzales seconded the motion with the clarification that this motion in and of itself doesn't create an admission on the part of the district that we are responsible for any additional cost.

Mr. Hanstein accepted the revision and on voice vote with all in favor the motion passed.

EIGHTH ORDER OF BUSINESS

Internship Program Discussion

Mr. Perry stated item eight is internship program discussion.

Mr. Brooks asked was there anything included in the package? I had emailed to you and also to Joe a resolution for the board to consider so we could be in the proper posture.

Mr. Perry stated I don't have that in the agenda package. I apologize.

Mr. Brooks stated I would move at this time to table that discussion and I will take a few minutes and go out to my vehicle and print out the resolution.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

1. Fee Increase Letter

Mr. Brown stated on the fee letter you have a copy of the request to increase our fees effective for calendar year 2010 effective January 1. We haven't increased our fees since 2007. I'm currently billed out at a rate of \$160 an hour and Brian is at \$210. That is for this district. My rate effective 2010 as approved by the firm is \$225 an hour and Brian's is \$295. What we are proposing in the letter is to increase my rate to \$170 and Brian's to \$225. You can see it is still a heavy discount from what we charge effective for 2010. From a budget perspective this shouldn't have too much of an impact. I think if you look at our budget numbers we are already significantly under budget for the fiscal year. For the rest of the calendar year based on what our average bills have been the last couple of months it will probably be in the neighborhood of \$1,800 increase in funds based on what we have been billing average from the increase.

Mr. Brooks stated it is well worth every bit of the money no doubt. I will suggest this to the board, given this economic situation that we are facing right now similar to what GMS submitted in the budget request for an increase I will have to argue that we leave them status quo for their fees right now. I will also say that I inquired of another firm of similar magnitude and that we share the main level of the partners that is pretty much standard right now in the industry is that fees aren't being increased across the board because of what is going on with the economy. My argument would be to just leave it alone.

Mr. Toothman asked is there any ramification if we leave it alone? Are they going to walk?

Mr. Hanstein stated I agree in this environment we certainly don't want to incur any additional cost. We don't want to look like we are being frivolous with the district funds. I would add that we all recognize counsel's great service which I think we get a tremendous value and I have seen that even more recently. I think it is important to look at the budget rather than just the dollar figures and the increase in percentage. I think from a pure net standpoint we are actually lower than where we were when I came on the board where Joe has been sitting in place

of Brian we saw a reduction. I also want to recognize that even in these economic times it is important to understand value and I think with that I will move to accept the fee increase.

Mr. Hanstein moved to approve the increase to \$170 for Joe Brown and to \$225 for Brian Crumbaker and Ms. Kiracofe seconded the motion.

Mr. Gonzales asked the trigger to bring this up now is just your yearly firm adjustment?

Mr. Brown responded yes every year the firm goes through a calculus about whether to increase rates and how much.

Mr. Gonzales asked you went through that and the firm said we haven't raised the CDD rate and this is a good time that was the trigger?

Mr. Brown responded yes. Every year we go through it and the decision is made then whether or not to propose or request an increase.

Mr. Brooks stated there is a motion on the floor, now just to formally object to the idea of increasing any kind of fees associated with the operations of our district, whether it is the engineer, whether it is the actual management service which we made that decision in the budget process to not do that I will offer that to indicate that I will not be supportive of this. I also am interested too in possibly looking in the future seeing if there is a bidding process that we can get involved with before we start raising fees or whatever for anybody so that way it is a competitive process if it comes to that.

Mr. Toothman asked there is no impact to our budget this year?

Mr. Brown responded there will be an impact, the fee will go up but for the fiscal year we are already significantly under budget and I don't predict that I will come in over budget for the year as a result of this increase.

Mr. Perry stated just by way of history about three years ago we increased the attorney fees substantially in the budget because of some issues we were having in the community. Again, we dropped it a little bit last year which I think it is \$45,000 for the year.

Mr. Brown stated I think we dropped our fees for the year \$5,000 from last fiscal year.

Mr. Perry stated typically a district of this size the fees normally will range around \$30,000 to \$35,000 on an annual basis but we still kept it a little bit high in case we did have some issues because we do have a lot of contractual things going on. Even if those are capital

related some of them do not fall in the capital arena. There will not be a negative impact on our funding of the budget this year if you do pass this.

Mr. Hanstein stated just a clarification. I think when I came in one of the things that we looked at was there were several contracts that were on the books that we said we didn't have any control this is when it was a complete developer board and nobody was elected and it was our goal at the time to let all of those. We have been fortunate we let the field supervisor services out. I would be in favor of making everything transparent, district management, counsel and I let counsel know that many times that I would be in favor of that. Just to clarify on Jim because I know we did say we would like to keep that the same it is my understanding Jim, that you did have an annual increase before that, correct?

Mr. Perry responded before this year, that is correct.

Mr. Hanstein stated that was a little bit different. Hopping Green has not had an increase since 2007 to a rate that is I think maybe artificially low. The GMS, I did support that we don't raise it this year and I was appreciative that Jim did that. They also had an increase for the years before that just so we are on a level playing field.

On voice vote with four in favor and Mr. Brooks voting against the motion passed.

2. Memorandum

Mr. Brown stated if you have any questions about the memorandum now or later I will be happy to answer them.

B. Engineer

1. Consideration of Change Order No. 2 to All-Pro Landscaping for Merchant's Row Entry Feature

Mr. Prado stated as part of the original design for the entry feature at Merchants Row one of the things called for in the plan was to remove some of the landscaping along Capital Circle. Once we got out there we staked out the sign and took a look at the site we made the determination that perhaps it wasn't the best idea because it would put us into having to permit through DOT and drag it out even longer and we all know how long that took. At the time it was decided that we would remove that landscaping from the contract which is what this credit is for

the \$1,372. This is the cost of removing and then what we were proposing to do was to plant the trees someplace else.

Ms. Kiracofe stated you are just leaving them.

Mr. Prado responded correct we are leaving them so we don't have to remove or replace them.

On MOTION by Ms. Kiracofe seconded by Mr. Brooks with all in favor change order no. 2 to All Pro Landscaping for Merchants Row entry feature as approved.

2. Consideration of Final Payment to All-Pro Landscaping for Merchant's Row Entry Feature

Mr. Prado stated this is the final pay request for the entry feature. We have received a final release of lien from the contractor, we have done a walk through with the contractor and all punch list items have been verified as being complete. The design architect and I walked it and inspected it and everything has been addressed and we recommend approval.

Mr. Hanstein asked Robert is that consistent?

Mr. Berlin stated there were only a couple of punch list items that the architect had and we did those immediately, the same day we did the walk through. The sign is complete.

Mr. Toothman asked did you receive final inspection?

Mr. Prado stated there was no environmental permit associated with the signs.

On MOTION by Mr. Brooks seconded by Mr. Hanstein with all in favor final payment to All Pro for landscaping for Merchants Row entry feature was approved.

3. Consideration for Payment for Blueprint 2000 for Design Changes at South Chase

Mr. Prado stated the attached is for work associated with design revisions to Capital Circle from Tram to Woodville Highway. In 2006 Blueprint 2000 entered into a design/build contract for that work. The design/build contract was with Sandco and Genesis as the contractor on the project. At that time which is the first sketch included in your package in July 2006 we provided to Blueprint identifying where the three intersections that we proposed from Capital Circle would be. At that time we identified the alignment of those intersections and the typical

section to be a six lane intersection. Based on that design Blueprint proceeded with the design of their roadway. On April 2008 you have your second sketch the city suggested that all intersecting roadways to Capital Circle provide an exclusive right hand turn onto Capital Circle which is consistent with everything they have done and everywhere they have six lanes. That created a change into the alignment of Capital Circle since now you had to add an extra lane. That is the first change that was triggered.

The next change was at the time it didn't make sense to build five, six, seven lanes of traffic for that intersection since there wasn't anything specifically planned for the now Sembler parcel and the decision was made that we would build two lanes, the outer two lanes, sort of what you have at Four Oaks and Blair Stone Road. Unfortunately, that is a change from what was originally given back in 2006 and it had been two years since that original time. That was the second change that Blueprint had to incorporate into their plans. Obviously, if you no longer have seven lanes of traffic it is substantially different in design. Once we went further in that one of the things that was needed was the signal at the intersection of South Chase and Capital Circle. As a function of the signalization the city didn't want to have to worry about having to retrofit turn signals and turn lanes into the intersection so they requested that all intersections with Capital Circle have the full build out condition on them so that all the lines would line up properly and everything would work out. That is what you have as the final sketch which is incorporating all of the design changes of the right hand turn lane with full build out of the intersection which was the third change. Fortunately, they have already designed for most of that and the incremental costs were less than what it would have been for full build out. We recommend your approval. Unfortunately it is one of those things that we should have probably asked the question when we started changing the design, is this going to cost anything, who is going to pick up the tab and what are those costs going to be. Blueprint originally submitted the request January of last year. We have been working with them since then to try to compile as much information as possible to make sure that the costs were warranted. It is one of those things that if we had not provided the location of the intersection, a typical section, they would have probably built a solid median and solid curb through there which would have been substantially more expensive to come back in the future and try to retrofit. We consulted with Fred and his consensus was that it was a very reasonable price. In addition to that we got confirmation from Blueprint and Genesis the engineer of the project that this is the final cost

associated with the project that we are not going to be coming back later on and asking for any additional expenses associated with it.

Mr. Brooks stated I am fine with that. So down there where the Sembler parcel is we will have a full blown intersection but it is just going to be blocked off.

Mr. Prado stated both sides will be because South Chase doesn't exist there.

Mr. Toothman asked they will sign something saying they are done with it?

Mr. Prado responded we have received written confirmation from them that this is all the costs associated with those changes.

Mr. Brooks moved to approve the payment to Blueprint 2000 for design changes at South Chase in the total amount of \$11,042.19 and Mr. Hanstein seconded the motion.

Mr. Brooks asked does that include signalization and stuff too or is that a whole other issue? Is that traffic lights and all that, will that come back to us? The additional lanes are going to cause additional traffic lights and signals to be put up.

Mr. Prado responded no.

On voice vote with all in favor the motion passed.

4. Consideration of Change Order No. 6 for SouthWood Unit 35

Mr. Robertson stated this was emailed out, however, there has been a small update that I am passing around now. This is change order no. 6 for the construction of Unit 35 infrastructure with Sandco. This change order is for \$14,732.82 and is to add temporary paint and thermoplastic striping on the overlay of Unit 29 and 30 which is on the north end of Four Oaks by the new school. There is also a cost in there to put in a six foot fence around box culvert outfalls and I believe that is for safety purposes and we recommend your approval.

Mr. Brooks asked is the budget sufficient to fund this?

Mr. Prado stated yes and both items need to be done. At the last board meeting the board approved the final lift on 29 and 30 and unfortunately at that time we missed the striping and it has to be done and the chain link fence is a safety concern. Those are 6-7 foot tall structures.

Mr. Hanstein asked I think you said temporary striping then you said the final lift was on. Is this temporary striping before final lift?

Mr. Robertson stated when you put on a second lift, when you have new asphalt the city won't allow you to put thermoplastic on nor does it adhere well to the asphalt for 30 days after the installation. You put the temporary striping so you have something. The temporary paint is a minimal cost.

On MOTION by Mr. Hanstein seconded by Mr. Brooks with all in favor change order no. 6 for SouthWood Unit 35 for an additional \$14,732.82 was approved.

Mr. Robertson stated I have one other item for the board if I may. Sandco has made a request to reduce their retainage from 10% to 2%. We have taken a look at it and given where they are in construction we don't feel it is appropriate for them to reduce it to 2%, however, it may be appropriate to reduce it to 5% given that they complete a few tasks that bring them near substantial completion. We would like the board to consider approving a reduction in the retainage of 5% given that Sandco completes the final lift of asphalt in Unit 35, the striping, opens the roads, provides us with asbuilts and roadway testing reports.

Mr. Gonzales asked Joe are you okay with this?

Mr. Brown responded yes this is separate from the pipe failure and based on your engineer's recommendation I think it is the fair thing to do under the contract. This is not an unusual thing to do a reduction in retainage when you are close to being able to finish the project.

Ms. Kiracofe stated as long as they test it.

Mr. Robertson stated we not only want to receive but review and accept those tests to be sure that the project was constructed in accordance with the plans. With the additional time required to finish out this contract due to the TR105 construction it is the standard practice to reduce retainage so the contractor is not waiting on the retainage until finished.

Mr. Hanstein asked we have never had to use their retainage; they have never defaulted.

On MOTION by Mr. Brooks seconded by Mr. Hanstein with all in favor the retainage for Sandco was reduced to 5% subject to completion of the final lift of asphalt in Unit 35, the striping, opening the roads, receipt of asbuilts and the engineer's acceptance of the roadway testing reports.

C. Property Management Report

1. All Pro Reports

Mr. Berlin stated the first thing in your agenda package is All Pro's weekly reports.

2. Operations Memorandum

Mr. Berlin stated the second one is my dailies.

3. Variance Report

Mr. Berlin stated we have the landscape entry and the lighting we have already talked about that is complete.

Lake maintenance, WD140 we have the operating permit in hand so that is a done deal.

Security, we did have a homeowner contact us and file a report on the median. I have had no further contact from Tallahassee on this. I supplied Captain Kinnel's office with the numbers we would have paid to repair some median. I just want to say that we spent just under \$600 repairing the median but we submitted to them about \$3,300 because we had an accurate account of man hour time but All Pro did not bill us for the man hours, just handled it under their standard maintenance contract. He also didn't bill us for sand until we finally ran out of sand which they got from M, Inc. initially. I think I am safe to say we got about \$600. We are buying no more sand and we are not sanding anymore right now we are just letting the medians start to come back on their own. That was submitted to them and I have heard no more about that.

Ms. Kiracofe stated during the rain about 7:30 a.m. this morning a police car was sitting there so whatever they accomplished in their meeting might have gotten someone's attention.

Mr. Berlin stated we had two motorcycles and a marked car out here yesterday, speed enforcement.

Ms. Kiracofe asked will you update us on the RPMs?

Mr. Berlin stated following on with the stuff where the district manager did the change order for the thermo and stuff that we are doing you approved the RPMs and they will be

installed immediately after the thermo is completed. It is the very last piece of the puzzle on the painting.

Ms. Kiracofe asked for the benefit of the audience, RPM means?

Mr. Berlin responded reflective pavement marker. You might have noticed the dotted lines on Blair Stone that is because it is going to be striped to its eventual build out which is an 11 foot lane if I'm not mistaken which keeps it about 18" off so maybe it will help with some of the run off. We had some this morning in the rain you can see it right on the edge. It was a pretty substantial rain this morning so people get confused.

Ms. Kiracofe stated it is also my understanding that police officers have been to Florida High to kind of shake their fingers at the kids.

Mr. Berlin stated they spoke with the kids first. They did issue some warnings, slow down and this and that. Then they told us they were coming back and they came back in force with the wolf pack. They are doing this in the city but they had three select people. I would assume the marked car had the radar in it and the motorcycle officers were for bringing the people in.

Open items, Unit 35 we kind of beat that around. We are very close to closing up. We have the irrigation in and it is under construction. We did quite a bit installing the stuff yesterday. We got a little hands on work on installing that so I think you are going to have a bang up system down there on reuse. We do have reuse water.

Mr. Toothman asked on the reuse, who is actually building that reuse line? Is that Sandco?

Mr. Berlin stated M, Inc. built the reuse main that we are currently attached with. Sandco in an effort working with Post Buckley, the city and I had a little to do with it trying to convince the city to go ahead and redo the letter of agreement thanks to Abe, so they would go ahead and put it in now while the place was all torn up because they would have come back later and just trashed the landscape. They extended it down close to Tram and back up around by the apartments just under the driveway of the apartment site. That reuse hasn't been tested or approved yet but we are not using that to water Shumard and Merchants Row. We have a 4" meter that comes off of the 12" main that was existing and the city approved that and we have water and it is running out there. Over the next few weeks we will be slowly working through the clock and the set up and the little decoders that go in there. It is a pretty neat little system. It

appears right now that we have a lot of pressure from the city it looks like everything is going to work fine right now. I don't know what happens when the state comes on line.

Lake sampling, this is the second go around with it. I came out here Sunday not much wind, a beautiful day, the water was about 58° except in Central Park it was around 60° Central Park had an algae bloom it was as green as these chairs all the way across. I will be curious to see how the lab results come back on the chlorophyll. I have already started putting in the data that I have and it won't be near the size of the report and I should have that back in about two weeks. I dropped the samples off early Monday morning.

Mossy Creek street trees, correct me if I'm wrong, Mossy Creek the district maintains the street trees. We have a section up at the top where it rises up and turns and a homeowner called and said how do I go about getting another tree. Can I get one from All Pro and I said hold off for a minute because I believe the damaged trees in there which are out of warranty the district will come back in and replace. For a long time I have had a proposal from All Pro to replace the trees. I would like to ask the board to go ahead and exercise that. It is about \$2,900 if I remember correctly. I want to look at it again and make sure we don't have any more damaged trees and then go ahead and replace I believe 10 trees.

Mr. Hanstein asked all on Mossy Creek?

Mr. Berlin responded all on Mossy Creek, all Red Buds.

Mr. Brooks asked is that the type of tree that needs to go back in?

Mr. Berlin responded that is the tree that was placed in there. I have to assume somebody picked that tree for a reason. I don't know if it was to change the look or what.

Mr. Brooks stated we just need to make sure it is the type of tree that will work.

Mr. Berlin stated I guess you could go back with a Live Oak if you wanted to but they were already there so I asked to replace the same thing.

Ms. Kiracofe asked this is under a certain threshold? Do we need a motion?

Mr. Berlin responded it is under my threshold but I wanted to make you aware of it before I did the work.

Mr. Hanstein stated I would like to ask Robert and Robin when you put these new trees in I know you will maintain them but I know there are other mitigating factors like the homeowners own irrigation maybe some environmental factors or what those particular homeowners are doing with mulch. Let's make sure we start doing this right as we go through since we have

been talking about street trees so much. Just make sure the setup around it is okay. You have been maintaining and pruning since they are CDD trees but all the other stuff let's try to see if we can start looking at that.

Mr. Brooks asked on that point weren't we going to work with the homeowners association and develop some sort of an education program or something for that purpose?

Ms. Kiracofe stated I don't know about a program but in the garden expo that is coming up I think that is supposed to be a component of it and I think in the next issue of the Front Porch News there is going to be something on street trees. I think Steven Bishop submitted something from All Pro about good pruning, bad pruning, good mulch, bad mulch. I'm not sure about the space considerations. I'm not engaged in all of the publications as before so I haven't seen the latest iteration of the Front Porch News this week.

Mr. Brooks asked Robin when you come out and put these out there is there any way to Xerox some information on a door hanger or something could be left for the homeowners?

Ms. Kiracofe stated that is a great idea because the Front Porch News will be hand delivered in a bag to every front porch. There could be a flier in there about the trees and that will be at everybody's door.

Mr. Toothman asked should we consider changing the species of trees?

Mr. Barber responded I think that is something that Robert and I need to talk about.

Mr. Berlin asked just so the board is clear if we decide there is a species that we feel is a better tree do we have board approval to go ahead and put it in?

Mr. Toothman stated some of that area is very shaded.

Mr. Berlin stated you are absolutely right.

Mr. Toothman stated I don't know if you could get a Live Oak tree to grow underneath the canopy of another tree.

Mr. Berlin stated I believe that is why that section where there are not any trees just for that reason because of the shading. Is that right?

Mr. Prado responded yes and I also ask that you consider the fact that you are only replacing 10 Red Buds you are going to have a mismatch of Red Buds because that is not all the Red Buds.

Mr. Berlin stated no that is the other way to look at it.

Mr. Prado stated just keep that in mind when you look at alternate choices. You don't want a Live Oak to stand out between 20 Red Buds.

Mr. Berlin stated I think right in that area it is heavily overgrown.

Mr. Hanstein moved to give Mr. Berlin the latitude to work with Mr. Barber on the replacement of trees on Mossy Creek under his usual threshold in whatever species they decide will do best and that some educational material be provided when the trees are installed and Mr. Brooks seconded the motion.

Mr. Toothman stated and consult with somebody on the look to make sure it looks right.

Mr. Brooks asked is there an audience member that has a point?

Mr. Kraft asked how is it determined what is maintained by the CDD? Is it just main thoroughfares or what is it? You drive down any number of streets and over a third of the trees are snapped in half. I don't care if the scouts come out and show you how to fertilize and trim trees it is not going to get done. We have enough struggle getting lawns mowed and everything else taken care of. How does the CDD incorporate the other streets in the neighborhood and/or work with the homeowners association to figure out what is fair? Because they are not going to get done, these trees aren't going to grow in and we are going to have problems.

Ms. Kiracofe asked Abe will you start off with what streets are CDD and why?

Mr. Prado stated essentially it was the backbone roads, the roads that are identified as collector roads for the district installed irrigation system and that controls irrigation of the trees. Two years ago the board actually passed a resolution I would say formally accepted maintenance of certain roads and those were Mossy Creek, Esplanade, Four Oaks, Biltmore, Orange. Since then they have taken on discussions to taking on some additional streets and maintaining some of those additional trees planted in front of the residential.

Mr. Brooks stated Chris, we appreciate you being here and initiating this discussion with us. The street trees have been something that has been going on for the past six months or so here. Actually All Pro did a very valuable study for us and have an amazing inventory of all the street trees in SouthWood so I recommend you go to our website.

Mr. Berlin stated it is on the website.

Mr. Brooks stated to go look for some detailed information on how many trees and they have them broken out by condition, A, B, C and D. The main problem we have is an education

issue that the homeowners by and large are actually responsible for those trees even if it is in City of Tallahassee right of way. Unfortunately, because of the abilities of homeowners, the knowledge of homeowners, you are going to have hit or miss so the board has some figures that we have been kicking around with the help of All Pro and our engineers, do we want to go ahead and say we are going to take over all the street trees in the neighborhood, do we want to say we are going to take over bits and pieces of them like we have done with Mossy Creek and some of the backbone roads. There is a significant cost that comes with that and I think we priced that out and the board has kind of punted a little bit at this point because we were hoping that the homeowners association with Teresa's involvement and with a change in leadership from the actual homeowner neighborhood association folks that they would get involved and become more of a disciplinary action first, positive, if that makes sense.

Ms. Kiracofe stated as a condition of compliance.

Mr. Kraft stated there is clearly no discipline.

Mr. Brooks stated that was part of the concern of the board when we had this discussion was how effective can the homeowners association truly be. Not a criticism of the HOA but the reality is how long is it going to take. You are going to have some trees that are being replanted that will be shorter than the ones that have been established. My unit that I live in, 16, is by far horrible and it was managed poorly from the outset but I think at least the CDD working with the help of All Pro kind of now understands the scope of the problem and now we are looking for a way to resolve it without having to increase our assessments to support that fix. It may be that if you are so inclined you may want to communicate that to some of your neighbors too. I know I have done it in my newsletter that there are options out there to try to make those trees presentable and keep our neighborhood looking consistent and uniform and keep the values up. We are with you.

Mr. Kraft stated if you look at Mulberry Park and look at what those Magnolias have done and how beautiful those are. I think a lot of these people feel like it is dead plant they don't need to take care of it and I just think it is going to be a struggle and ten years from now we are going to wish we had made that decision.

Mr. Brooks stated to their defense those homeowners may not have been notified or may not be equipped to do it that is why we are talking about the education part of it and it may also be from the very beginning it was the wrong tree put in and it was planted along the way. I can

attest to the fact that ones planted in Unit 16 in front of my house were planted the wrong way. The thing blew over every time the wind blew and St. Joe's solution at the time when I called in for a warranty was to just prop it up until the warranty ran out. Then when I called it was the warranty is out it is your problem.

Mr. Hanstein stated I think the numbers were something like \$100 to \$120 to replace the trees per tree. All Pro did a great presentation and they identified A, B, C, and D trees which ones needed to be replaced which ones just needed some work which ones were diseased. Then it would be approximately \$60 to \$90 a year per homeowner to maintain those trees in perpetuity and warranty them and all that stuff. I have gotten mixed reactions just about down the middle. Some people say that is great I don't want to deal with it and some people say I don't want to pay the money, some people say I am already doing a great job and why should I pay. That gives you a little background on the dollars and Robin, thank you for doing that.

Mr. Berlin stated the last item I have is the monthly application requests that I have. I haven't gotten anything new that we haven't talked about but I did include in this package the application that was filed for the 4th of July event. It is in there so you get a chance to start looking through it.

Ms. Kiracofe stated the idea is to begin review of it.

Mr. Berlin stated that is correct. I am not proposing anything. I just wanted to get it out there as soon as possible for the homeowners and the board.

Mr. Hanstein stated some homeowners have expressed interest in the past of making sure they have these as early as possible. Do you know if that has been distributed?

Mr. Berlin responded it is on the website. One last thing on that, we have the POPS coming up and I'm in the process of going through the few that we have right now and making sure that all the ends are tightened up that I have all the information that counsel requires so we are good to go with deposits, etc.

Ms. Smith stated I sent you an email but last year we established a mowing schedule that saved us a lot of money on Central Park Lake. I was wondering if we were going to work on that again this year?

Ms. Kiracofe stated my understanding is it is the same mowing schedule as last year.

Mr. Berlin stated I did get the email. I thought I would just speak with you off to the side especially since Kim and I have already gone over this and we can tell you right after the

meeting. We will sit down and tell you what we are going to do. Basically, it is what you saw last year.

D. Manager – General Elections (qualifying begins at noon on 6/14/10 and ends at noon on 6/18/10)

Mr. Perry stated the first item is general elections. The qualifying period for the three seats starts at noon on June 14th and ends at noon June 18th. Leon County hasn't provided the candidate packages yet but as soon as we get those we will bring them to the meetings so you will have them available.

We filed in March our property tax exemptions on real property. All the parcels that the district has title to or if there is a dedicated easement, etc. we filed exemptions with the county on those. We do that on an annual basis.

Mr. Hanstein stated since I asked the district manager if we could get that general election on there as early as possible I appreciate that. Mostly I just wanted to make the public aware as early as possible so they can't say I didn't know about that election or I didn't know I could run for that so I wanted to make it very clear to our homeowners and also see if anyone had questions about what that entails. I don't know that we are qualified to answer some of things that the supervisor of elections would answer but just the basic process and just to make sure we understand that there are three seats that will be coming up in this election. Is that correct?

Mr. Perry stated correct, Ms. Kiracofe, Mr. Hanstein and Mr. Gonzales.

Mr. Brown stated I actually printed out what is available right now on the supervisor of elections website which lists the open seats and has a little bit of basic information about qualifying. If anybody here is interested in running for election I would provide a little additional information about ethics and sunshine just so you know going in.

Mr. Hanstein stated we will hopefully cover it again in May.

Mr. Perry stated just so the board knows we are required by statute also as part of our process when these seats come open we are required to have it as an agenda item. It is just a little early right now because we don't have all the information. We are also required to run an ad notifying that those seats are open. That ad will run also.

TENTH ORDER OF BUSINESS

Other Business

There not being any, the next item followed.

ELEVENTH ORDER OF BUSINESS Supervisor's Requests

Mr. Hanstein stated just a quick note since you mentioned the ad. This is very early on but there is a house bill and senate bill out now that would call for the ability for local governments to use their website instead of print ads. In the past we have talked about that and our ability and that is something we should probably watch and maybe adopt as a cost saving measure if it is passed later this session. From what I have seen I expect it will be passed.

Mr. Brooks stated I will table the discussion on the internship at this meeting since we don't have the material in our package. I also had another item that I had submitted which is also not in the package and that was dealing with the vandalism and the idea of setting up an informational reward program kind of like Fish & Game has X amount of dollars to report wildlife abuse and maybe get some of the homeowners more involved and knowledgeable if we can offer that and particularly the high school kids. I will bring that to the meeting next go around.

I also want to tell Robert that I appreciate him taking the time to meet with me and the director of the program for urban and regional planning and I think we came to a pretty good meeting of minds on what we will be able to offer. Again, I want to thank Robert for taking the time to meet with me and also Captain Connell concerning some of the security and some of the issues that we have been having in the district. I think we had a very open exchange and I think you saw the results of that open exchange here recently which is a little more interest from TPD. He has even indicated that he would be willing to come to our meetings periodically, however often we want him to report on stats in our area if it is not him it will be his district person. He is chief of patrol for this area. If that is something of interest to the supervisors quarterly or something he will be glad to come and do.

This is a point that Gil Ziffer had made when he was a supervisor at one time and I am going to make it again tonight, I would like to see these items in the agenda package not just handed out at the meetings. I know sometimes there are extenuating circumstances but Joe, particularly tonight passing an increase in fees based on a memo that is handed out at the meeting I think is not necessarily a very transparent action. I would rather see these type items

now in the agenda so that everybody has a chance to see them before the meeting. They would be posted on line then.

Mr. Brown stated I agree. I did send it out by email and it was on the website prior to the meeting.

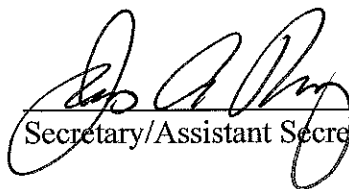
TWELFTH ORDER OF BUSINESS Audience Comments

There not being any, the next item followed.

**THIRTEENTH ORDER OF BUSINESS Next Scheduled Meeting – April 8, 2010 at
6:30 p.m. at the Good Samaritan United
Methodist Church, 3720 Capital Circle SE,
Tallahassee, Florida**

Mr. Perry stated our next scheduled meeting is April 8, 2010 at 6:30 p.m. at this location.

On MOTION by Mr. Brooks seconded by Ms. Kiracofe with all in favor the meeting adjourned at 7:56 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman