

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, January 11, 2007 at 9:00 a.m. at the Brokaw-McDougall House, 329 North Meridian Street, Tallahassee, Florida.

Present and constituting a quorum were:

Jorge Gonzalez	Chairman
Alan Hanstein	Secretary
Mary Lee Kiracofe	Assistant Secretary
Sean Fennelly	Assistant Secretary

Also present were:

James A. Perry	District Manager
Brian Crumbaker	District Counsel
Fred Greene	District Engineer
Abe Prado	St. Joe
Kevin Lynn	GVA Advantis
Norman Robertson	PBS&J
Joe Brown	HGS

FIRST ORDER OF BUSINESS

Roll Call

Mr. Gonzalez called the meeting to order at 9:00 a.m.

SECOND ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes of the December 7, 2006 Meeting**
- B. Balance Sheet as of November 30, 2006 and Statement of Revenues & Expenditures for the Period Ending November 30, 2006**
- C. Treasury Report – November 30, 2006**
- D. Allocation of Assessments**
- E. Check Register – 11/28/06 through 1/03/07**
- F. Summary of Projects Under \$5,000**
- G. Southwood Orange Avenue Tree Survey**

Mr. Gonzalez stated the next order of business is the consent agenda. Is there anything on the consent agenda that the board members would like to discuss?

Mr. Perry stated the minutes were kind of lengthy this meeting and as you will recall in some of the minutes there were some blank spaces. In regard to this meeting staff went over those and we filled in the blanks. It wasn't understandable on the tape recording. We can go through those if you want or we will incorporate them into the minutes.

Mr. Hanstein stated I didn't see any that would affect the outcome, just add them in.

On MOTION by Mr. Fennelly seconded by Mr. Hanstein with all in favor the consent agenda items were approved.
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THIRD ORDER OF BUSINESS

**Work Authorization 92 Revision 1 – LDR-5
Phase 1**

Mr. Gonzalez stated the next item is work authorization 92 revision 1 - LDR-5 Phase 1.

Mr. Greene stated I think we mentioned at the last board meeting that we needed to split this project into two submittals because of a timing issue on the construction of the components of it. That is what this work authorization does. Originally the contract was set up to submit the whole thing at one time to the city. Now it is broken out into two phases and the increase by task for preliminary design is \$101, for the construction plans it is \$12,706, for permitting and approvals \$12,589 and services during construction \$16,843. That gives you a total of \$42,237 which is a 15% increase over the original proposal. I have reviewed this with Abe Prado and he has indicated that this is acceptable to them. We request your consideration. If you have any questions I will try to respond.

Mr. Fennelly stated all of the costs incurred are a result of two sets of plans.

Mr. Greene responded yes. The permit fees are not included in this. We don't put the permit fees in the work authorization.

Mr. Crumbaker asked is the increase associated with additional hours, has there been a change between the original work authorization and the number of hours?

Mr. Greene responded yes it is additional hours. The new hours reflect the revision 1.

Mr. Crumbaker stated the cost per hour hasn't changed it is just the hours.

Mr. Greene responded it is the time and effort to break them out, separate the plans. Services during construction you have two jobs to supervise now rather than one.

Mr. Crumbaker stated in the basis of compensation it references it shall be paid on a lump sum basis. I assume when you say lump sum basis that is hourly invoicing but we are actually being charged on an hourly basis based upon the fee schedule.

Mr. Greene responded the way this is set up it will be paid on a lump sum basis on a monthly progress invoicing. They use these hours to come up with what they have done up to that date.

Mr. Crumbaker stated what I'm saying is that it is essentially a not to exceed number but it is going to be on an hourly basis.

Mr. Greene responded it is a lump sum definitive number.

Mr. Crumbaker asked if you were to take these hours and multiply it by the current fee schedule that is how you derive these numbers?

Mr. Greene responded yes.

On MOTION by Mr. Fennelly seconded by Ms. Kiracofe with all in favor work authorization 92 revision 1 for LDR-5 Phase 1 was approved.

FOURTH ORDER OF BUSINESS

Consideration of Final Payment to M Inc. for Unit 16 Roadway Overlay

Mr. Greene stated the next item is consideration of final payment to M Inc. for Unit 16 roadway overlay. This work has been completed and we contacted the city and they said they have enough to sign off on so this is the retainage. The policy is that we have to bring the final payments back to the board for your approval. We recommend you approve the final payment to M Inc. for \$17,597.94.

Mr. Fennelly stated what has been done has been inspected and there are no loose ends.

Mr. Greene responded they are all wrapped up.

On MOTION by Ms. Kiracofe seconded by Mr. Fennelly with all in favor the final payment to M Inc. For Unit 16 roadway overlay in the amount of \$17,597.94 was approved.

FIFTH ORDER OF BUSINESS

Consideration of Agreement with Blueprint 2000 and Capital Region Community Development District

Mr. Crumbaker stated in your agenda package is the form of a proposed intergovernmental agreement between the district and Blueprint 2000. If you recall last month district staff requested authorization to solicit proposals for the construction of a pair of stormwater ponds. There was a lengthy discussion regarding Orange Avenue, etc. In the alternative to actually bidding or procuring those competitively we can enter into an interlocal agreement with Blueprint 2000 and since our meeting last month Abe has spoken with Blueprint 2000 and they are amenable to adding it to their contract. In fact Blueprint 2000 would be change ordering their existing contract that was competitively awarded and because they are a governmental agency we can enter into that agreement directly with them as opposed to going through a competitive procurement process. What I would ask today, however, is that you approve this agreement in substantial form. We are still going back and forth with Blueprint with some comments to the agreement recognizing the district is a governmental entity in which case we have sovereign immunity. Also recognizing that this has to be recorded because interlocal agreements have to be recorded, etc. Comments are still going back and forth. I received a revised draft from Blueprint 2000 that we are in the process of reviewing. I request approval of the agreement in the agenda package in substantial form subject to review and approval by the board's chairman.

Mr. Hanstein stated if we enter into a joint agreement then they would be in charge of procuring the vendor and we would pay them for some cost share of the project?

Mr. Crumbaker responded that is correct.

Mr. Hanstein asked will that actually benefit us?

Mr. Crumbaker responded they actually already have a vendor in place. M Inc. is already constructing Capital Circle in front of this project. Because of the proximity of the stormwater ponds and the fact that these stormwater ponds actually service part of that Capital Circle project it makes sense for M Inc. to do the work but when the district was procuring those services because of the value of the contract, the only way we could do it ourselves was to go through the competitive procurement process. Blueprint 2000 has already gone through that process, they already have a contract in place and essentially they would just be change ordering this work into it and as a result we wouldn't have to go through the competitive procurement process, we wouldn't have those time delays if we can go ahead and get this approved and executed then

Blueprint 2000 can immediately change order it into their existing contract. The contractor is obviously on site, there are savings associated with mobilization and stuff of that nature.

Ms. Kiracofe asked has the CDD done something like this before, an interlocal agreement with other governmental groups?

Mr. Crumbaker responded they have. A good example is the Magnolia Parkway improvements. There was an offsite improvement required by the development order for the project and we entered into an agreement with the county. We actually cost shared that project as well because there were improvements that the county wanted to construct and improvements that we were required to construct. Another one we were looking at and I can't recall if we actually entered into it was the Blirstone/Old St. Augustine Road.

Mr. Prado stated we did.

Mr. Crumbaker stated we did. Yes it has been done before.

Ms. Kiracofe stated the question I had is on item B, the second page. It says something about they would need response/approval within 14 calendar days of receipt by the CDD and if we only meet monthly how is that possible?

Mr. Crumbaker responded they are referring to RFIs. RFIs are going to be addressed by the engineer of record. The change orders themselves and this is all part of the change that has been submitted back to them or will be submitted, they are also requesting payment within 5 days. Logistically that is going to be very difficult for the district to do. We do have prompt payment obligations under Chapter 218 but to expect that requisitions will be routed, sent to the trustee and money wired in 5 days is pretty unrealistic. Some of these timelines are going to have to be amended to have some basis in reality with respect to the logistics of our paying and approving change orders.

Ms. Kiracofe stated it says we will assign a project manager. Is that Abe?

Mr. Crumbaker responded Abe is actually under contract with the district, not Abe particularly but we have a personnel lease agreement with the St. Joe Company because the district doesn't have someone onsite on a daily basis, that Abe and some of his personnel, essentially we lease some of their time to review the project because they are out there on a daily basis. It is a combination of Abe, PBS&J who is the engineer of record on the project and their review so multiple parties.

Mr. Gonzalez stated and the permit has been obtained.

Mr. Prado responded yes.

Mr. Crumbaker stated I believe all of the obstacles other than actually getting the contractor on site are in line or in place with respect to commencing construction on the ponds.

Mr. Fennelly asked who supervises the construction, is it going to be Blueprint or us?

Mr. Crumbaker responded the district will have the obligation of ensuring that it is constructed per plan so it is going to be a combination of Abe and his staff and the engineer. Obviously, there will be some oversight by Blueprint because it is their contract but to ensure that it is constructed per plan it will be the district's responsibility.

Mr. Hanstein asked there is no increase or change in liability for us if we have sovereign immunity.

Mr. Crumbaker responded no.

Mr. Fennelly asked is there any downside to doing it this way?

Mr. Crumbaker responded not really. As I mentioned logistically it is also an advantage because of a coordination standpoint these ponds are fairly integral to Capital Circle. If we were to have another contractor out there as a result of our procurement process we may have logistical issues associated with tying into the existing drainage structure on Capital Circle. From the drawback standpoint other than the fact that we just added another layer with respect to the administration of it, etc. there is no drawback.

Mr. Fennelly asked is it just those two?

Mr. Prado responded there are three.

Mr. Greene stated 290, 90 north and 90 south.

<p>On MOTION by Mr. Fennelly seconded by Ms. Kiracofe with all in favor the agreement with Blueprint 2000 was approved in substantial form subject to review by district counsel and final approval by the chairman.</p>
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SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney – Consideration of Recommendation of the Landscape Proposal Review Committee

Mr. Crumbaker stated the next item on the agenda is consideration of recommendation of the landscape proposal review committee. If you will recall at last month's board meeting this board opted to appoint a review committee for purposes of reviewing the landscape proposals

that have been received, one from Heinz Brothers and the other from All Pro. Heinz Brothers only submitted a proposal for one half of the project. That proposal review committee met and in fact Kevin has distributed his report, on the last page there is a short summary of the results of that meeting and that committee's recommendation. I will note that there were a couple of defects in the proposals themselves, so as part of the motion if you decide to adopt the committee's recommendation and the rankings as proposed which in this case would be All Pro one and Heinz Brothers two. For purposes of the north and Heinz Brothers didn't submit a proposal for the south so you are left with All Pro and I believe the overall recommendation was to go with All Pro for the entire project as it is today. There were a couple deficiencies that I want to mention. Heinz Brothers in particular had a number of deficiencies, they didn't provide a narrative approach to how they intend to provide the services. They only provided pricing for the northern portion and there were some defects in the bid sheet itself. They didn't describe proposed staffing levels and finally, and both proposals have this deficiency, is that they were a couple of minutes late, both Heinz Brothers and All Pro were a few minutes late. Typically that would be an irregularity that could potentially be material, however, given the circumstances and the timing of it and both contractors were there and both contractors agreed that they wouldn't protest the lateness of the proposals and there were no other parties they both essentially waived their right to protest any defect in that instance. All Pro also didn't appear to clearly describe the staffing levels although based upon this district's experience with All Pro and their staffing levels with respect to their financials, etc. they have been a qualified contractor on this project. They also didn't include their total annual dollar value, this being All Pro, a complete list of service contracts and they provided a list of projects but it is unclear as to whether it is every project they have had for the last three years. Generally speaking those are minor defects. All Pro, based upon the information they provided in the proposals, the proposal review committee was comfortable in reviewing the package given that information and determining that All Pro was qualified to do the work. That having been said, members of the proposal review committee are here today if you have any questions of them. I know it was Mr. Fennelly, Mr. Lynn and Abe. If you have any questions with regard to the proposals themselves you should have received copies of those proposals in advance of this meeting.

Mr. Hanstein stated it was mentioned at the last meeting that we would get copies of the proposals then since you were meeting as a committee I thought that is where they were.

Mr. Crumbaker stated they were emailed out and why it didn't go through although the file size would have been huge.

Mr. Hanstein stated I know at some point Crystal had an incorrect email for me where she had transposed two letters but that was corrected before the last meeting.

Mr. Crumbaker stated we will confirm why that didn't occur. I have copies of the proposals here today and obviously members of the proposal review committee are here today to answer any questions. It is up to this board whether they are comfortable accepting the recommendation of the proposal review committee and awarding the contract or ranking the proposals based on that recommendation which is All Pro one and Heinz Brothers two. In the alternative we can go ahead and adopt that recommendation and we will have copies run of each of the proposals to each of the board members today individually to ensure there is not any issues with respect to our ability to email it out. If there are any issues that arise in the next week or so we would be more than happy to try to address those.

Mr. Hanstein stated since we had a committee in place to review that I think that is fine.

Mr. Gonzalez stated the only question I had I noted the committee determined that it would be an advantage to break up the contract north and south geographically. The last time we talked a little bit about whether there would be any advantage acknowledging and recognizing that the scope of these services cover a lot of specialties. That is one of the reasons we didn't have a lot of folks bidding, there are not a lot of companies that do all of that. Did the committee discuss or reach a conclusion whether there would be any advantage to try to break up the scope not geographically but try to break it up by service? Was that considered?

Mr. Fennelly stated we talked about it a little bit, not extensively. I think given those scopes that were presented, neither of the proposals had offered to break it up that way and would only offer this type of service rather than that type of service. If the board wanted to we could rebid it and try to do it for separate types of services rather than geographic areas, but the bids we received were just for the entire set of services in an area. I think my recollection from when we talked about that is that it could be one of the things you could break up by service area. It would add a layer of complexity to the management of it and the coordination if you have a bunch of different folks doing different things. If you have one guy doing the edging, one guy doing the mulching and one guy doing the cutting it could complicate things and make it more difficult to manage.

Mr. Lynn stated like splitting up your irrigation. One of the services you can split up would be have a vendor do the irrigation and then have a vendor do the mowing the problem being is that your irrigation repair guy didn't repair an area that a person should be maintaining, who do you go after. He's got grass that is dry so it looks bad on this vendor but it is actually this other vendor so to me there would be a lot of finger pointing on who did what.

Mr. Gonzalez stated on the whole you think it is better with one.

Mr. Lynn responded yes. When we looked at the north and compared the north bid with All Pro and Heinz there was a substantial cost difference. It looks like the smaller units would actually increase the rate so the way it looked is if we had bids for both units, the two separate ones would have been higher than the total bid. I think the total bid was only about \$7,000 higher than the current contract which showed that the vendors as far as All Pro did go in; there are several line items where there actually is a reduction in current costs based on a more detailed approach. It looks like they did a lot of homework and didn't just follow their same billing pattern. They did a lot of homework to see if they could save money in areas. Of course there are a few areas they picked up the costs but through the entire units it was around a \$7,000 increase.

Ms. Kiracofe asked can you briefly educate me about the irrigation repair? I notice in the check register for the past \$70,000. Is this standard? Is it for installation? What are the factors that affect or needs all kinds of irrigation repair?

Mr. Lynn responded we actually had two items in the budget. One is a requirement of the proposal where they go in and they will monitor, repair heads and do all of that. There is like a flat fee where the only thing we pay for is parts, they supply the labor. Typically we come out ahead on that because the typical charge is \$35 a man hour and it is usually two men. This also covers making sure they come on properly, making sure the timing is adjusted. There is a lot of ongoing maintenance. The second charge is for repairs which are generally related to construction related items, somebody running across one, a new driveway going in and somebody busted a line or a major repair that is not part of the maintenance. That is the second portion of it.

Mr. Crumbaker asked have we been able to bill any of that back? For instance where a driveway apron goes in, have we been able to bill that back to a contractor?

Mr. Lynn responded typically we find it after the fact. The hard part is finding a truck that took a corner too short and us being on site and being able to point a finger and say that is the guy. I know our vendor has actually tried to follow a guy that busted a line and he sped up and got out of town. It has not been fruitful at all. I know that St. Joe when they had an area where they had a problem, they pay that direct. The bill goes directly to them. The only ones we pay are items that we can't identify who the source of the problem is.

Mr. Gonzalez stated what is in front of us is for the board to accept the recommendation of the committee. I'm comfortable with accepting the recommendation.

On MOTION by Mr. Hanstein seconded by Ms. Kiracofe with all in favor the recommendation of the committee to rank the proposals as All Pro number one and Heinz Brothers number two and to award the contract to All Pro for a period of two years with a two year option.

Mr. Crumbaker stated the only other update I have is Mitchell Brothers. If you will recall there was an issue with respect to Mitchell Brothers and their security. They have apparently worked through their issues with the city and the city has submitted some paperwork to St. Joe in order to get their bond released. It appears we are making progress.

B. Engineer

Mr. Greene stated Brian alluded to it earlier, we did advertise for bids for the three ponds but we have postponed those indefinitely until this agreement you have approved today is finally in place and then if that works out we will do away with that request.

Mr. Hanstein asked do we have any issue if there was a bid out there? Would anyone come back later and say where did that bid go?

Mr. Crumbaker responded no, for folks who expressed interest we issue an addendum just saying this has been delayed indefinitely along with the protest rights. Once that protest period ran there are no issues. Ultimately what will happen is if the intergovernmental agreement is signed with Blueprint 2000 we will come back to the board and request authorization to terminate that procurement and we will issue a notice.

Mr. Hanstein asked nobody is going to come back later and say that wasn't done properly?

Mr. Crumbaker responded that is correct.

C. Property Management Report

Mr. Lynn stated we have already gone over the landscaping RFP.

On the tree tagging we completed Unit 1 and are moving on to Unit 2. Hopefully, I will be able to provide some reports shortly which will give us an idea of the status of the trees and what condition they are in.

I do need board approval for the bollard installation on Barringer Hill. We received two estimates from vendors who are approved. One was for \$8,800 from Panhandle Enterprises and the second one is from Hartsville Construction for \$5,800. I recommend going with the lowest one. I have worked with both vendors before and they are both good vendors.

On MOTION by Ms. Kiracofe seconded by Mr. Fennelly with all in favor staff was authorized to contract with Hartsville Construction for the installation of the bollards in the amount of \$5,800.

Mr. Lynn stated the second item is the irrigation meters. I did get these emailed to the district manager. I believe they are going to start installing them January 15, we are just working out the deposit issue. By the end of this month we will have irrigation meters back up.

I do have a pond repair item that is coming up. I am not sure if we are going to have the final estimates this month but these are both in Unit 23. It is due to sediment and invasive plants. I am estimating they are going to be about \$8,000 each. Unit 23 is the new one across from Town Center and there is a pond at each end. They both are not percolating properly and we have to have a 72 hour perc. We are probably going to have to remove quite a bit of sediment. What we are going to try to do is remove some of the sediment, remove the invasive plants and we are going to try to blow out the filters first.

Mr. Fennelly stated these would have been built pretty recently.

Mr. Lynn responded they are pretty recent.

Mr. Fennelly asked are we eating the cost of repairs?

Mr. Lynn responded that is what I'm meeting Friday about. I don't know if this is something that could have been avoided. Some of the runoff is not construction related and some of it is. That is what I'm hoping we will find out on Friday.

Mr. Fennelly asked is there any question about them being built to specification?

Mr. Lynn responded they were accepted by the City of Tallahassee.

Mr. Fennelly stated then it is a matter of too much sediment and they are not percolating?

Mr. Lynn responded all of the preventative measures were in place. It looked like everything that was done, was done properly. It is just a side effect of having construction nearby.

Ms. Kiracofe asked is this right there by the wetlands between us and CCOC?

Mr. Lynn responded correct. I don't know how the board would like to handle this. We would like to keep the city happy with us on our ponds. I would like to do maybe a not to exceed of \$8,000 for each pond if you are comfortable with that. Otherwise I will get the bids and come back to the meeting. The only problem is when I meet with the city on Friday chances are they will give me a notice of non compliance which will give me 30 days to complete. I can probably get that extended if you would like to. We will still do the bid process, we will still choose the lowest bidder.

Mr. Fennelly stated just to make sure I'm on board with this. You know they are going to have to be repaired one way or the other and we are responsible for repairing it and in terms of who is on the hook for it, the city is not going to pay for it. So it is either us paying for it upfront or finding some way, actually if it was construction onsite that was St. Joe doing the development side anyway and homebuilding. There are really no other folks in the area.

Mr. Lynn stated Beazer has some sections there.

Ms. Kiracofe stated there are some custom guys in there.

Mr. Lynn stated there are quite a few through there. It may be difficult to track and hang our hats on it.

Mr. Fennelly asked there is no other argument we would be able to make on that?

Mr. Lynn responded if they hadn't taken care of the sediment as far as putting up the filter fences and putting socks and things like that, I would have more of an argument but they did everything that we could see that would at least try to keep it from happening. Other than

just completely blocking it out which would have caused floods elsewhere, the water still has to run through there at some point so it is going to carry some sediment no matter what we do.

Mr. Fennelly asked is it fairly common in the new pods that the storm water ponds have problems during the construction phase?

Mr. Lynn responded typically as much construction that went on there, the ponds are not as bad as I have seen other ponds but last year we repaired ponds in areas that had silt that had no construction. It is kind of a common thing. It is something we will probably deal with until we are completely built out and we have no major runoff of debris.

Ms. Kiracofe asked possibly we will have to do this again for these two ponds because Beazer is just now starting all their town home stuff?

Mr. Lynn responded we are hoping that the area it is going to affect the most for Beazer is this first pond for now but the city is not going to allow us to wait. They did allow us to wait where Epic is doing theirs but Epic actually has taken responsibility for cleaning that pond. The city gave us a variance on that one and we don't have to repair that one. This one since we have people living there in talking with Lee Halliday with the City of Tallahassee he doesn't see there is any way they would give us any kind of delay. They want it to be taken care of because if we don't it is going to cause a flood somewhere down the line if it is not percolating.

Mr. Gonzalez asked is there any opportunity for some above the minimum look at the silt fences or is everything that can be done is being done?

Mr. Prado responded unfortunately with the amount of construction that was going on there simultaneously it was tough to try to control it. When you are trying to build 20 houses all at once it is impossible. Beazer seems to be doing a pretty good job. We are trying to have more strict enforcement procedure as far as sediment and erosion control and one of the problems we had is they put them at grade but by the time the day was over and 50 trade partners left the site the silt fence was driven over and removed because it was in the way of somebody doing something. We are trying to have stricter enforcement but as far as the measures we have taken, the measures we have taken are probably as good as they can be, it is a matter of enforcing the maintenance and making sure.

Mr. Hanstein stated I wonder too, we have had quite a lot of rain lately, over the average. I think we are up 2" on the year already and I wonder if that had some affect.

Mr. Prado stated when you get heavy rains like that if the silt fence holds up the water will just go over it.

Mr. Perry stated you also have funds budgeted for the year for pond repairs.

Mr. Lynn stated it is an expense we expect each year. We are trying to stay ahead of the game. These are some items we picked out kind of proactively. We determined it around the same time the city determined it. They are actually excited about our proactive approach rather than waiting on them to give us a notice of non compliance. We are trying to be proactive and meet with the city on ponds that we have a fear that may not be percolating.

Mr. Gonzalez stated you are meeting with the city this Friday and it will be a 30 day window to mobilize and make changes.

Mr. Fennelly stated if we wait to the next meeting you will have lost half your window.

Mr. Lynn responded right.

On MOTION by Mr. Fennelly seconded by Mr. Hanstein with all in favor staff was authorized to repair the two ponds in Unit 23 in an amount not to exceed \$8,000 each.

Mr. Lynn stated the last item is Unit 17, there are about 4 houses along this little section. In the past we have had a problem with erosion and we tried a fix about 12 months ago. It has held for a good portion of it but there is a new failure which is on the line between CRCDD property and St. Joe property. St. Joe's warranty is going to bear one half of the cost of the repair of this. What we want to do is the same type of repair that was already approved for Biltmore with the Spreadrite organics Timberland Development. If I can get the project approved today which would cost us \$6,750, the total project is \$13,500, we can save mobilization cost because we can have the Spreadrite Timberland do both projects while they are there which could save us somewhere in the range of \$2,500 to \$3,000. There are a couple of residents that if we don't get ahead of this thing they are going to lose a substantial portion of their rear yard so it is important to go ahead and move forward.

Mr. Fennelly asked was this done previously in this area?

Mr. Lynn responded what we did was the first three lots the CDD took care of. There is a section of the 4th and 5th lot that the line kind of goes at an angle so we shared the expense with

St. Joe on that one. What we did at that point was we put in a fiber mesh, basically rebuilt the slope and did some planting through there.

Mr. Fennelly asked how long ago?

Mr. Lynn responded that was about 12 months ago.

Ms. Kiracofe asked is the root of this just basic poor design?

Mr. Lynn responded it is one of those areas that I guess it is a pretty steep slope, part of the problem is the house goes in then the fence goes in later and then they put their drains in and things like that so the water kind of compounds. There is one section in particular where there is kind of alleyway between and that is what is causing the main problem. The water comes down the street kind of pools up and then goes through there. Part of the repair is doing something at the street level, doing something in the alleyway level and also doing something on the level of the slope. It is a three pronged approach. Prior to that all we did was the slope.

Mr. Fennelly asked is the thought that is going to be a temporary fix and it will be repaired annually or every couple of years?

Mr. Lynn responded no, we are hoping that this is going to be a permanent solution. We have tried a lot of things at Biltmore as far as development to try to resolve that using the standard practices. This is something new that seems to be pretty good but it is probably something that St. Joe has researched a little bit more than I have. I'm kind of riding on their experience for this but it seems to be one of the better approaches to try to go ahead and get it wrapped up. I don't know any other alternatives other than tearing it out and putting a wall up which would be substantially more than this.

Mr. Gonzalez stated what you are looking for is a not to exceed \$6,750.

On MOTION by Mr. Fennelly seconded by Ms. Kiracofe with all in favor staff was authorized to proceed with the repair for Unit 17 erosion control in an amount not to exceed \$6,750.
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Mr. Lynn stated your financial statement is attached. I made it a little larger this week so you can read it a little better. There is nothing really out of the ordinary. We are still about 11% under budget. There was an approved pond repair that we received billing for on the Merchants Row pond. That cost went through in December and then we also had a couple of previously approved alley repairs.

D. Manager – Meeting Schedule for Remainder of Fiscal Year 2007

Mr. Perry stated there was a request that we consider changing the meeting dates from the first Thursday at 9:00 a.m. to the second Thursday and included in your agenda package is a list of what those dates would be. What I would ask the board to consider if these dates work or another date that would be more preferential, I know with staff we talked earlier today and there is a potential conflict that Brian may have to leave at a certain time.

Mr Crumbaker stated I have a meeting in West Florida at 2:00 p.m. eastern so if it is close to 10:30 a.m. or 11:00 a.m. I am going to have to leave. In the alternative if we think the meeting is going to run longer than an hour and a half or two hours then we can move this up to 8:30 a.m. or something of that nature.

Mr. Perry stated I have other districts that meet on a quarterly basis so there would be conflicts every few months for me. I can have someone attend these meetings, which is not a problem. No matter what day you look at there is probably going to be conflicts with somebody involved. These dates work for the reservation of the room. I just wanted to bring it up to see if these would be acceptable to the board or if there is another date that might be preferable.

Ms. Kiracofe stated they are fine with me. If I know in advance we can work around it.

Mr. Greene asked would you consider making them at 8:30 a.m.? I know sometimes we have things at the end of the meeting when we need the attorney.

Mr. Gonzalez stated 8:30 a.m. is fine.

Mr. Perry stated I think we can have the room at 8:30 a.m. because right now we have it starting at 8:30 a.m. I don't know if that is going to pose a problem with their set-up and so forth. We can do that and I will double back with her later on.

On MOTION by Mr. Fennelly seconded by Mr. Hanstein with all in favor the meeting schedule for the balance of the fiscal year was changed to the second Thursday of each month at 8:30 a.m.
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Mr. Fennelly asked will Crystal send out an update for the calendar?

Mr. Perry responded we publish an annual meeting list and we will republish that and we also publish each individual meeting notice on a monthly basis but she will send out a new calendar so you will have a cancellation of the old meeting dates and a list of the new ones.

SEVENTH ORDER OF BUSINESS **Other Business**

There not being any, the next item followed.

EIGHTH ORDER OF BUSINESS **Supervisor's Requests and Audience Comments**

Ms. Kiracofe asked what is the status of the document to help educate our homeowners about the CDD? I think last time you were going to give it to Mercedes or Brian mentioned something about it but it has been since August since I first brought it up as a homeowner and it is now January.

Mr. Gonzalez responded I spoke with Mercedes to get an update earlier this week and have you gotten the latest yet?

Mr. Crumbaker responded no. I asked a couple of times but we haven't gotten anything yet.

Mr. Gonzalez stated I think one of the things she mentioned to me is that the information that is provided through the sales center right now is actually more up to date.

Ms. Kiracofe stated what I'm asking for is just a quick Q&A.

Mr. Gonzalez stated I think she said they are going to try to use that to update the one that you had given her.

Ms. Kiracofe asked if I contact her, am I violating the sunshine law?

Mr. Crumbaker responded no.

Ms. Kiracofe stated because we are having another Southwood 101 in February.

Mr. Gonzalez stated contact her directly. She is working on it.

Ms. Kiracofe responded I will contact her directly.

Mr. Hanstein stated just a quick update and then a question. The update on the golf cart issue, I am on both email lists and figured I would give the supervisors and staff an update. I got an email yesterday, the long range planning commission with the city has approved in theory to recommend to the commissioners the golf cart ordinance with a couple of changes. Daytime use only and seat belts required but it looks like there are enough commissioners to get it through probably at the February vote. I had mentioned once again to the guys working on that that it is absolutely imperative that when that starts going through that they do not drive on CDD property, not on the trails, not around the lake, not on lawns and that type of stuff. That is the

purpose of the ordinance, so they can start driving on city streets. If anybody has any questions about that feel free to email me and I can forward it to the homeowners working on that. I think generally it would be a good thing for the neighborhood and there is still an opportunity for other homeowners to get into neighborhood electric vehicles like we have but would allow them to drive any time day or night and actually go to Publix and those other things.

The question I have is about the playground at the park. I was under the impression that that was homeowner property and I did find out that was CDD property. Maybe somebody can educate me a little bit on what the nature of that is, is the property under the CDD but who maintains the equipment and who is responsible for that?

Mr. Lynn responded we do.

Mr. Hanstein stated the CDD does so if homeowners have questions about updating that and maintaining it, I haven't seen anything in any of the management reports specifically about a playground but I know there have been questions about putting in new equipment, other types of equipment. Would those be CDD issues?

Mr. Lynn responded I think the new items would be a capital improvement. It is not really handled under me, is it as far as updates to it?

Mr. Crumbaker responded it depends on the scale of the improvement. If we are talking about a \$1,000 improvement it is probably something you want to pull out of O&M. If it is \$50,000 then it will be capital related. The CDD would be the entity to take that up.

Mr. Hanstein stated I will mention that and maybe we can get some homeowners actually here to bring it up and get them to the meeting. I know that swings are a big issue. I hear that quite a bit.

Mr. Lynn stated we get calls periodically. I have a property engineer that goes by and checks it each week because we had a problem last year, someone stole some equipment. We also had a problem with people loosening the bolts on it. He goes through once a week.

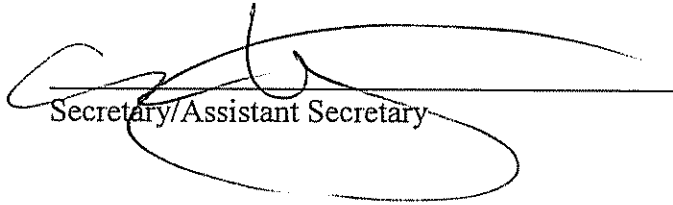
Mr. Hanstein stated that is perfect because it is just another one of those where I think there is some confusion between what is homeowners and CDD. It is probably good that we educate the community and get them here to the meeting and they can actually make requests and we can put it in the budget.

NINTH ORDER OF BUSINESS

**Next Scheduled Meeting – 2/08/07 at 8:30
a.m. @ Brokaw-McDougal House**

Mr. Gonzalez stated the next meeting is February 8, 2007 at 8:30 a.m.

The meeting adjourned at 10:00 a.m.



Secretary/Assistant Secretary



Chairman/Vice Chairman