

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, September 13, 2007 at 8:30 a.m. at the Brokaw-McDougall House, 329 North Meridian Street, Tallahassee, Florida.

Present and constituting a quorum were:

Alan Hanstein	Secretary
Mary Lee Kiracofe	Supervisor
Corbett Drew	Supervisor

Also present were:

James A. Perry	District Manager
Brian Crumbaker	District Counsel
Fred Greene	District Engineer
Abe Prado	St. Joe Company
Toni Trimarco	GVA Advantis
Norman Robertson	PBS&J
Mercedes Pineiro	St. Joe Company
Russ Weyer	Fishkind & Associates (by telephone)
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order at 8:30 a.m.

SECOND ORDER OF BUSINESS

Affidavits of Publication

Mr. Perry stated item two is affidavits of publication. There are affidavits in your agenda package which indicate the advertisings for the public hearings we are having today.

THIRD ORDER OF BUSINESS

**Public Hearing to Consider the Fiscal Year
2008 Budget**

Mr. Perry stated item three is a public hearing to consider the fiscal year 2008 budget and by way of background before we open the public hearing the board had originally approved a budget for the operation and maintenance of the district along with debt service funds and this

public hearing is to formally adopt that budget. Notice for the public hearing was included on the TRIM and also with Unit 23 there was individually mailed notice because that has just come into the district this year for O&M. I would ask for a motion to open the public hearing.

On MOTION by Mr. Drew seconded by Ms. Kiracofe with all in favor the public hearing was opened.

Mr. Perry stated included in your agenda package is the budget itself under section three and I think the board is familiar with the layout of this budget. The only changes we made to the budget since our last meeting and discussion is on page 2 under the field services section. A number of the dollar amounts changed in relation to landscape maintenance, etc. because you now see broken out a park maintenance line item of \$235,000 for the year. Other than that all of the other items are consistent with what has been discussed. In addition if you look at the bottom of that page the assessments that were proposed and originally approved by the board on the basis of the product type are still the same as we proposed. For example a 30 foot lot is now \$204.02 and this is consistent with what has been approved. Are there any questions by the supervisors or clarifications?

Ms. Kiracofe asked can you clarify the park maintenance? Is it just Central Park lake, is it the pocket parks? What is that area?

Ms. Trimarco responded it is all of the parks, the pocket parks, green space and Central Park.

Ms. Kiracofe asked is that mowing and you have just broken that cost out of the others?

Ms. Trimarco responded yes.

Ms. Kiracofe stated so the mowing and tree removal if necessary?

Ms. Trimarco responded not the tree removal but just normal maintenance, the mowing has been broken out.

Ms. Kiracofe stated that includes the green spaces in every neighborhood except one or two. I think one neighborhood doesn't have green space.

Ms. Trimarco responded right.

Mr. Hanstein asked does that budget allow for any of the benches or the other items we talked about? Is that included in there or is it just the portion of the landscaping budget broken out to the parks?

Ms. Trimarco responded in January I inserted \$8,000 for a swing set and I would like to address that a little bit further. I have been working with the city as well as the surveyor trying to find out if we will be allowed permitting but I did put the money in but it has not been determined yet.

Mr. Hanstein stated there were some discussions at the last meeting about irrigation costs. Have we addressed those in this budget?

Mr. Perry responded yes we have. We went over that with Toni. The one issue was the charge from the City of Tallahassee indicated the hydrant charge and even though it is a hydrant charge there is irrigation that is pulled off of that hydrant.

Ms. Trimarco stated there are five meters on that one account. They are averaging between \$1,500 and \$1,600 a month but it looks huge because it is all wrapped up into one account.

Ms. Kiracofe stated on the irrigation maintenance per contract I understand while development is occurring the need for corrections and trucks driving over things but after development ceases and it is further on do you see that number continuing to come down over time? It has come down significantly from 2007 to 2008. It seems that we are fixing a lot of things due to development.

Ms. Trimarco responded unfortunately it is hard to determine who causes the damage. That is the major issue, the large trucks, construction issues. Landscaping is a very labor intense maintenance issue. It is men out there with shovels, and backhoes and all of that is very expensive.

Mr. Kiracofe asked over time do you see it coming down?

Ms. Trimarco responded I certainly hope so. It is obviously much more expensive in an area that has a lot of construction going on.

Ms. Kiracofe stated Jim, when we met last time we talked about the possibility of hosting an internet website. Where would that be built into the budget?

Mr. Perry responded we would probably just put that in contingency. We are still working through that and I hope to provide you a website that would show what it would look

like. There is a district we manage that has one. The initial cost to set up would probably be in the neighborhood of \$250 to \$500 and then monthly around \$150 or so. There is plenty of dollars in here. It is not cost prohibitive.

Mr. Hanstein stated on the field management fees from the previous proposed budget it had gone up a little bit. I know that is a percentage base, it looks like the total had gone down but that had gone up. The new number is \$156,574.

Mr. Perry responded that is the proposed number but it is on a percentage basis. Are you looking at the total expenses or the total field expenses?

Mr. Hanstein responded total expenses, total field expenses are also lower. My guess would have been that would have gone down but there might be some other stuff included in there. I just wanted to make sure that is accurate.

Mr. Perry responded I will look into that. I ask that you keep that number right now, it is a contractual number. Are there any other items in regard to the general fund and field operations? In regards to the debt service funds which are pretty straight forward as you are aware the 2001A and the 2002A those dollar amounts per unit do not change over time.

Mr. Crumbaker stated on the general fund the arbitrage the reference is the arbitrage rebate calculation on the Series 2002A and B. The 2002Bs have been paid off. Will that have any impact on the amount necessary for that line item?

Mr. Perry responded it might reduce it by about \$1,500. Again, at this time I would ask the board to leave that number, it is not a material change if it does go down on the arbitrage amount.

Mr. Crumbaker stated I have the same comment on the trustee fees.

Mr. Perry responded I went through that number and I believe that number is accurate because it rolls in the BANs. If you roll in the BANs and the other debt issues it is right there at \$30,000.

This is a public hearing and I will ask if there are any residents who would like to speak to the board in regards to the proposed budget.

There being no public comment,

On MOTION by Mr. Hanstein seconded by Mr. Drew with all in favor the public hearing was closed.

A. Consideration of Resolution 2007-10 Adopting the Budget for Fiscal Year 2008

Mr. Perry stated Resolution 2007-10 adopts the budget for fiscal year 2008. The form of this resolution is a standard format you have seen before. I will draw your attention to page 2 which is the appropriations section under section 2. I will fill in those numbers for the general fund and also for the debt service fund based upon the budget that was just discussed. We will insert those numbers. I ask the board to consider approving Resolution 2007-10.

Mr. Hanstein asked do we approve that based on the understanding that those numbers will be \$4,655,602?

Mr. Perry responded correct.

On MOTION by Mr. Hanstein seconded by Ms. Kiracofe with all in favor Resolution 2007-10 was approved.

B. Consideration of Resolution 2007-11 Levying Operations and Maintenance and Debt Service Assessment

Mr. Perry stated under section B is consideration of Resolution 2007-11 levying operation and maintenance and debt service assessment. Again, this is a standard form resolution. The only change I have in regards to this is on page 3 in section 3 there is a reference in there to Polk County and it should be Leon County. All of the other references are correct. With this resolution we will be transmitting the roll to Leon County today for the assessments. I would ask that the board consider approving Resolution 2007-11.

On MOTION by Mr. Drew seconded by Mr. Hanstein with all in favor Resolution 2007-11 was approved.

FOURTH ORDER OF BUSINESS

Public Hearing to Consider the Imposition of Special Assessments on Unit 23

Mr. Perry stated section four is the public hearing to consider the imposition of special assessments on Unit 23.

Mr. Crumbaker stated back in 2000 this board levied assessments in the par amount of about \$250 million. When they levied those assessments there were only 32,041 acres at the time they levied those assessments. Since then in 2001 and 2002 there were bonds issued, long

term bonds where in effect they took a piece of that master assessment and secured the 2001A bond issue and the 2002A bond issue and those have been repaid over the last four or five years. Advancing to 2006, in 2006 the boundary of the district was amended. It was amended to incorporate Unit 23 and Unit 23 although the improvements were always contemplated in the original improvement plan Unit 23 wasn't within the boundaries of the district at that point in time and we could not levy debt assessment on those lands. Where we are today as a result of Unit 23 being brought into the district we need to finalize, equalize and levy assessments on Unit 23 so that they are paying the same assessment that everyone else is in the community. The one thing I want to stress here is that we are not necessarily imposing a new assessment, we are taking a piece of the 2001A bonds and the 2002A bonds and essentially sliding over that portion of debt associated with the 158 units being constructed within Unit 23 and imposing that assessment on their property just like everyone else in the community. So Unit 23 is not being treated any differently than the rest of the community. The assessment levels are the same, they are securing bonds that have already been issued, it is not anticipated that additional bonds will be issued and secured by assessments on those lands. Russ Weyer will provide testimony shortly in regard to those assessments but those assessments are consistent with and at the same levels as what was originally assessed and certified for collection on all of the other lands in Capital Region. That having been said, advancing to this year in 2007 we initiated the assessment process to in effect reallocate some portion of that debt to Unit 23 by adopting a 170.03 resolution back in June. That resolution declared assessments which is required under Chapter 170 and 197 that essentially puts people on notice that we are taking some portion of that debt and we are going to put it on Unit 23 so that you pay the same debt assessment that everyone else is and you are paying your fair share of that special and peculiar benefit received by your piece of property. We then adopted a second resolution a 170.07 resolution which set the public hearing and originally the public hearing was set for August 23rd, we adopted a subsequent resolution resetting it for today so that we could ensure that notices went out and the principal landowner in the community also wanted to send out a letter just informing people what was occurring and they were put on notice of these assessments initially and we are just coming in and essentially cleaning up and ensuring that everyone is paying their proportionate share of the assessment.

Today we have the actual public hearing on the assessments. We will have Fred Greene walk through amendment no. 3 to the improvement plan which takes the original improvement plan adopted in 1999 and 2000, that originally identified Unit 23 in general terms and better defines it because we have actually constructed the project today.

We will then hear some testimony from Russ Weyer who will testify that the assessments that will be levied today are consistent with the original assessment resolutions back in 2001 and 2002 and that the assessments are fairly and reasonable apportioned and several other items.

At the conclusion of that there is an assessment resolution and I will walk through each paragraph of that assessment resolution so that everybody understands what we are doing but that is the history and how we got to today. I will allow Mr. Greene to walk through his amendment no. 3 to the improvement plan.

A. Consideration of Capital Improvements Program/Engineer's Report

Mr. Greene stated I presented this amendment no. 3 to the improvement plan at the April 12, 2007 board meeting. I brought some extra copies with me. There are a lot of legal descriptions that go with it. Amendment no. 3 to the improvement plan as Mr. Crumbaker indicated adds 45.94 acres to the district which is an area within Unit 23. If you will we will go to the costs which is the third page, we broke out the costs of the roadways, the landscape, irrigation and storm sewer system and the engineering surveys and permitting. The total estimated amount and the reason I use the word "estimated" in this report is there are some soft costs and final auditing that need to be done so these numbers may be a little bit different, I think they will be lower than this. The estimated cost is \$2,475,000. Do you have any questions regarding that? The exhibits are the general location within the legal description of the boundaries.

Ms. Kiracofe asked are all of the second lifts of asphalt and things done? Are these construction tasks complete?

Mr. Prado responded there are still some roads that need the second lift of asphalt. There are street trees that still need to be installed.

Ms. Kiracofe stated I recall you were waiting for Beazer to complete some construction.

Mr. Prado responded we were, I think they are far enough along with construction.

Mr. Hanstein stated there is nothing in here as far as some of the other things we have seen with the city coming back and requiring additions or permit changes.

Mr. Prado responded the permit has been signed off and from the city's standpoint we are done. The only thing we are missing is the second lift of asphalt, some street trees and some sidewalk.

Mr. Crumbaker asked Fred, is it your opinion that the costs that are in the report are reasonable and proper?

Mr. Greene responded yes.

B. Consideration of Assessment Methodology

Mr. Crumbaker asked Mr. Weyer do you want to walk through your report? There was a report included in the agenda package but a revised report was emailed out yesterday and there are two minor changes to the report and we have extra copies here if needed.

Mr. Weyer stated you should have the supplemental assessment report which was described to you a week or so ago and that report then is updated. The originally adopted master assessment methodology in 2000 and this updated report used the same basis for the allocation of benefits as the methodology therefore, it is an extension of the validated methodology we did back in 2000. The district has included the Southwood DRI and the Unit 23 parcel within the boundaries and it consists of approximately 46 acres which Fred mentioned and 158 units. The supplemental assessment report describes that amended improvement plan with the addition of the plan and the resulting assessments to be levied on the platted units. Going through the report go to page 3 section 3.2 in paragraph 3, the \$2,475,000 construction project that was outlined in amendment no. 3 by CH2M Hill and Table 2 in the appendix shows comparison of the Unit 23 CIP relation to the overall district. The last page gets to the tables themselves. The Unit 23 acres have been platted as indicated in Table 1 of the appendix therefore, each of those units will receive their fair and equitable apportionment of the district debt as outlined in the master assessment methodology in the 2001A and 2002A bond issues. The 2001B and the 2003B bond issues were paid off by the developer on May 1, 2007. Therefore, the package that I originally sent out had the B bonds in there but that is not the case anymore. This tax roll that we provided in Table 3 just shows the A bond portion that is being allocated to those units.

Mr. Crumbaker stated I mentioned there was a change. The two changes that were made is first of all the 2001Bs and 2003Bs were eliminated because the developer paid off the debt associated with that prior to conveyance to the end user. The only other change if you look at the assessment table which is Table 3 the first column they were able to obtain the tax parcel ID number. Originally they only described it by the legal which is the lot and block number. Now that we have the tax parcel ID number we have it amended to reflect the actual tax parcel ID numbers because we have to certify the roll tomorrow.

Mr. Weyer stated that is correct, those are the two changes to this report compared to the one we sent out.

Mr. Crumbaker stated Russ, I have one or two minor non substantive comments. One, there is reference to \$120 million and that was a couple of years ago reduced to \$95 million but they are non substantive changes and don't change the substance of the report itself in a material manner but just a couple of similar items I noticed here. The other being the district currently comprises of 3,241 acres it is actually larger now and with the inclusion of Unit 23 it is an additional 45 acres as reflected in the engineer's report.

Ms. Pineiro stated also I would like another non substantive change, the date of the payoff of the 2003 and 2004 BANs. We will make sure that is fixed.

Mr. Crumbaker stated those are changes that won't affect the findings of the financial advisor and doesn't affect the assessment roll. It is just clarification with respect to those items. Russ, is it your opinion that it is reasonable, proper, just and right to assess the costs of the improvements identified in the improvement plan to properties within Unit 23?

Mr. Weyer responded yes.

Mr. Crumbaker asked is it your opinion that the benefit will be derived by lands in Unit 23 will be equal to or in excess of the special assessments that are proposed to be levied today?

Mr. Weyer responded yes, that is correct.

Mr. Crumbaker asked is it your opinion that it is in the best interests of the district that the special assessments be paid and collected as provided in your assessment report?

Mr. Weyer responded yes it is.

Mr. Crumbaker stated the next thing I will do is walk through the resolution itself. The long and short of it is that the assessment resolution levies the assessment on Unit 23. The first

section of the recitals provide some background with respect to the district, its bond issues and the assessments that have previously levied.

The first whereas clause recites the fact that the district was initially established by rule of the Florida Land and Water Adjudicatory Commission.

The second whereas clause references Resolution 2000-22 which was adopted on September 29, 2000. That was the original assessment resolution that levied assessments over the 3,241 original acres within Capital Region.

The third whereas clause references Resolution 2001-07 which was the supplemental assessment resolution that was adopted. I mentioned that little piece that was carved away to support the bond issues, that supplemental resolution essentially sized a portion of the assessment to cover the Series 2001A and 2001B bonds.

The next whereas clause references Resolution 2002-03 which was a supplemental assessment resolution adopted in relation to the series 2002A bonds.

The next whereas clause references section 7(B)(4) of Resolution 2000-22 which recognized that there was a possibility the district may add additional lands to the district and if they do so then this board would go back through the process and adopt a resolution to incorporate those lands and to allocate assessments to those lands.

The next whereas clause references the boundary amendment that was effective November 1, 2006.

The fourth whereas clause on that page references amendment no. 3 to the improvement plan and identifies the improvements within Unit 23.

The fifth whereas clause expresses the district's intent to finance the improvements through the issuance of bonds which of course has already occurred.

The sixth whereas clause references the 2001A bonds and 2002A bonds and that they were issued upon some portion of the improvement plan.

The seventh whereas clause just states that the district has held a public hearing in accordance with Chapters 170, 190 and 197.

The last whereas clause is in effect expressing the district's desire to go ahead and levy assessments on Unit 23 in support of those debt issuances.

Section 1 is the authority. The authority is Chapter 170 which is related to capital improvements, 190 which is the governing statute for community development districts and 197 which governs uniform method of collection and levy of assessments.

Section 2 findings. Many of these findings you will have found in the whereas clauses but in effect the district is a local unit of special purpose government and under Chapter 190 it does have the authority to finance the construction of certain improvements.

Under (c) the district is authorized by Chapter 190 to levy assessments in accordance with Chapters 170, and 190.

(d) references Resolution 2007-04 that was the resolution that originally declared the assessments, identifying the improvements. Attached to that is amendment no. 3 to the improvement plan.

(e) is a statement regarding the publication. We are required to publish in accordance with Chapters 170 and 197.

(f) is that we are required to prepare a preliminary assessment roll which was attached to the original assessment report.

(g) is a resolution setting the public hearing that was subsequently amended on August 23, setting the public hearing for today.

(h) is the notices of publication were given on August 16 and August 23.

(i) today at the time and place that this board conducted and sat as a board of equalization and heard public comment and testimony which we will get to in a moment regarding the propriety of the project and the levy of assessments.

(m) is certifying with respect to the improvements the fact that the these are the costs, that the improvements are necessary and that the costs are reasonable and proper.

(2) is that it is reasonable, proper, just and right to assess the cost of the improvements against the properties within Unit 23.

(3) is the improvements are special benefits to all parcels of real property listed in the final assessment roll which is in the assessment report.

(4) is in the best interests of the district that the special assessments be paid and you have support for that in the testimony which was provided by the engineer and financial advisor.

Section 3 authorization for district projects. Most of these projects are complete. It is authorizing the district's support of those projects through the levy of assessments.

Section 4 is the estimated cost of the improvements which are identified in both Exhibits A and B which are the engineers report and assessment report.

Section 5 is equalization. This is the act of levying the assessments. This is the important section, this is where you are equalizing, approving, confirming and levying the special assessments which in effect is a reallocation of assessments onto Unit 23.

Section 6 is the allocation of assessments. These assessments will be securing the 2001 and 2002 A bonds.

Section 7 is finalization of special assessments. Once all the projects are complete under Chapter 170 you are required to finalize the assessments. This will be completed whenever all of the projects as defined in the improvement plan are complete. If for some reason there are savings or the cost of the project is being reduced at that point in time we will actually reduce the assessment. Although at this point it appears unlikely.

Section 8 payment of assessments. The first line is important in that it is a special assessment in not more than 30 consecutive years of annual installments of principal and interest. It is not going to be 30 years because the 2001A and 2002A have been paid for the last several years. That is the reason why I put that is the remaining term of the bonds just so it is clear that it is only from this day forward to the remaining term of the bonds. There is the option of prepayment which is set forth in Section 8.

Section 9 is government property. If someone decides that they want to convey the lot over to a city or county or federal or state government the assessment associated with that lot has to be paid off prior to conveyance to a governmental entity.

Section 10 is the assessment notice. For the original 3,241 acres we have a notice of imposition of special assessment and supplemental notices that have been recorded in the official records of Leon County. Following this hearing we will be filing a supplemental notice of special assessments over Unit 23 so that in a real property search when somebody is purchasing property it will come up and it will have a legal attached to it so they understand there is an assessment on the property.

Section 11, 12, and 13 are just general provisions. Attached to this will be two exhibits. The first is the Unit 23 engineer's report which is actually amendment no. 3 to the improvement plan and the Unit 23 assessment methodology report dated September 13, 2007 presented today.

This is a public hearing.

Mr. Hanstein stated I have a question about the timing and you mentioned that it is not going to be 30 years. We are not going to assess property owners retroactively at all.

Mr. Crumbaker responded no.

Mr. Hanstein stated so basically we are making an adjustment on what they are paying on the property and we are just moving forward with this tax year so even those people who have already closed on property essentially won't have to worry about anything previously.

Mr. Crumbaker responded correct. Up to this point in time the units that prior to Unit 23 being incorporated, the St. Joe Company as the developer was paying the debt service and interest payments on those units, those 158 units, until they were allocated to a particular geographic area within the district. When Unit 23 was brought in those 158 units have now been assigned to Unit 23 which are already under construction and probably close to completion. Up to this point St. Joe has been paying the debt and interest payments on those bonds and there is no retroactivity, you are not going back and paying for the par amount you are only pay for debt and interest payments from this day to the end of the term.

Mr. Hanstein stated we are not extending that term at all.

Mr. Crumbaker responded no.

Mr. Hanstein stated I am assuming all of those property owners were given the same notice as far as that they are buying property in a CDD and there are fees and taxes associated with that when they closed.

Ms. Kiracofe stated refresh our memory because some people have closed before this was taken in. Refresh my memory on how they were educated about the strange thing that is happening.

Mr. Crumbaker stated there are requirements that the district has met with respect to ensuring that people have notice. We are required to record a notice of establishment so that people are on notice that the district is in existence. In this case some people may have bought prior to the actual effective date of the ordinance but the St. Joe Company and Beazer there are contract requirements for instance above the contract that they are required to have in all caps, in bold above the signature line so it is prominent reference to the CDD and the possibility of the levy of assessments and that kind of thing. I know my experience with St. Joe is they have been very proactive in informing people as they sell property of the existence of the district and the range of assessments that they are likely to face. Beazer I assume is doing the same thing and in

conversations I have had with others they are supposedly doing that but I can't confirm that. Everyone to my understanding received letters not only from St. Joe but from the district notifying them that they will in effect be taking the land subject to the assessments.

Ms. Kiracofe asked since those letters went out did you receive questions or calls from confused homeowners needing clarification?

Mr. Crumbaker responded we received a couple. I know that Jim Perry received a couple of calls. My office received a call. At least based upon the individual who called our office once we explained that we are only assessing what everyone else is already paying and that we are not going to charge back to the day when the original, once we explained the process he seemed to understand and that he was informed of the fact that he was going to get a debt and O&M assessment in this range.

Mr. Perry stated we received the same type of inquiries.

Mr. Hanstein stated I assume there haven't been any or many resales in Unit 23 it's so new so I don't think we have a homeowner selling.

Mr. Crumbaker stated we actually had to go through the process where the assessment roll inadvertently included Unit 23 lots so we actually had to go back and refund the folks who owned property in Unit 23 last year so we went through that process because we hadn't gone through this process yet to ensure that the assessment was proper. This is ensuring this year for their portion of the assessment. It was on the tax bill last time and the tax collector ended up having to refund many of those homeowners.

On MOTION by Mr. Hanstein seconded by Ms. Kiracofe with all in favor the public hearing was opened.

C. Public Comment and Testimony

Mr. McKay asked is the dollar amount that came out on our TRIM notices does that accurately reflect everything you have done here today?

Mr. Crumbaker asked Jim, do you know if the TRIM notice included both the O&M and debt?

Mr. Perry responded it did.

Mr. McKay stated so that number could be accurate considering what happened.

Mr. Perry responded correct.

Mr. McKay asked is there an ETA on when the second course of paving is going to come and the trees and all of that? It hasn't been started.

Mr. Prado responded the work was approved at the last board meeting so it should probably start within the next 30 days as far as the second lift of asphalt. We are also looking at trees but we do not have approval for that yet so that will probably be a little further down the road.

Mr. Drew stated just for clarification at the end of the day people in Unit 23 will be paying their normal share of the assessments to the district, not any assessments prior to being brought into the district.

Mr. Crumbaker stated Unit 23 when they receive their tax bill that goes out November 1, they will see essentially from November 1, on. There are not any assessments associated with the debt service payments that St. Joe has been making for the last five years. St. Joe was the owner of property during that five year period and are not being reimbursed for that. November 1 if you received a TRIM notice in Unit 23, the notice included the total O&M and debt assessment that is anticipated for this upcoming fiscal year which is October 1, through September 30 and that will be the amount that is going to be due to the CDD. That covers both O&M and debt.

On MOTION by Mr. Drew seconded by Mr. Hanstein with all in favor the public hearing was closed.

D. Equalization of Assessments

E. Consideration of Resolution 2007-12 Final Assessment Resolution for Unit 23

On MOTION by Ms. Kiracofe seconded by Mr. Hanstein with all in favor Resolution 2007-12 was approved.

FIFTH ORDER OF BUSINESS

2007 Bond Anticipation Note

A. Consideration of Engineering Report for 2007 BAN

B. Consideration of assessment Methodology for 2007 BAN

Mr. Crumbaker stated item five on the agenda is the 2007 bond anticipation notes we are going to table. We are still working through debt allocation associated with that for the unplatted lands and some other issues. I would like to table that until the next meeting.

SIXTH ORDER OF BUSINESS

Consideration of Change Order no. 2 to M of Tallassee, Inc. for Unit 21

Mr. Perry stated item six is consideration of change order no. 2 to M of Tallahassee, Inc. for Unit 21.

Mr. Greene stated I want to pass out a revised change order. If you will go to the one in your book it is the best place to show it to you. The fourth page which is the change order description of the work and if you will turn to the corresponding page of the one I just handed out to you. The one in your book shows removing 3/4" asphalt \$41,584, we put that back in because we decided in Unit 21 we can go ahead and put that final layer of asphalt in rather than run the risk of the price going up later. If you drop down to the thermoplastic striping so you add those two together you get \$45,584.70 and that is what we added back into the contract so the change order here now is a reduction of \$16,141 and these are mainly discretionary items that we had put in the bid documents at the time and this we anticipate being the final change order of this project. When this is done we can finalize the job. We recommend your approval of this change order.

Mr. Hanstein stated this isn't a change order we already approved, it just changed from the time that we got the book.

Mr. Greene stated when we put it in the agenda package we were still discussing were we going to delay the asphalt like we have with some of them or go ahead with it. The decision was made to go ahead and put the asphalt in. Asphalt prices are all over the place.

On MOTION by Mr. Drew seconded by Mr. Hanstein with all in favor change order no. 2 to M of Tallahassee, Inc. contract for Unit 21 was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Payment to M of Tallahassee, Inc. for the Removal of a Stock Pile in Unit 16

Mr. Greene stated the next item under tab 7 is consideration of payment to M of Tallahassee, Inc. for removal of dirt stockpiled. You will notice the invoice goes back to 2003. We have been wrestling with this pile of dirt, we moved some of it, we used some of it and this is what we had to get rid of so M has been pretty patient with us but we couldn't get it cleaned off the books. They wanted to get paid for it so \$7,315.04. In my opinion they are entitled to be paid for it.

Mr. Crumbaker stated it actually refers to change order no. 1.

Mr. Greene stated there is no change order.

Mr. Prado stated they had originally submitted that as a change order request for that contract. The contract is long closed out. It was a matter of where to pay for it I guess was the original delay. We tried pursuing having the Catholic School pay for it since it had originally been stockpiled there.

On MOTION by Mr. Hanstein seconded by Mr. Drew with all in favor the payment to M of Tallahassee, Inc. for the removal of the stockpile in Unit 16 was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Proposal from the City of Tallahassee for Installation of Electric Utility Sleeves

Mr. Greene stated item eight consideration of proposal from the City of Tallahassee we would like to table that. We are still having discussions with the city in regard to this matter.

NINTH ORDER OF BUSINESS

Consideration of Proposed Landscape Plan for the Common Area in Unit 19 in Southwood

Mr. Perry stated item nine I believe we also wanted to table. We will have this on the next meeting agenda.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There not being any, the next item followed.

B. Engineer

Mr. Greene stated you probably remember the saga with Unit 25, after the board meeting last week Mr. Robertson and I met with Mr. Mitchell and a representative of his office and my understanding is they tore the sidewalks out and were getting ready to pour when that heavy rain came. He is in the process of reinstalling the sidewalks. That will be completed by the next meeting.

C. Property Management Report

There not being any, the next item followed.

D. Manager – Meeting Schedule for Fiscal Year 2008

Mr. Perry stated I had two things. We have already discussed the website and we will be getting out to you a district that has one and it would be the same format for this one.

The second item is we deferred the meeting schedule for fiscal year 2008. Included in your package is a proposed meeting schedule. At this time the March 13, June 12, and September 11, 2008 meetings would be scheduled at the clubhouse dining room at 6:30 p.m. There is a cost associated with that of approximately \$300 per meeting. We were not successful, we tried to see if we had other options with the Florida Public Service Commission, that hasn't worked out. I know there was some discussion with an entity called Datamax, we haven't been able to make that also. There was some suggestion that maybe with the other schools but if we do the schools we can probably do evening meetings but not day meetings. It was also discussed by the board to have those onsite. I don't know what the pleasure of the board is if this is acceptable at this time, we can revisit it and see if there are additional locations that we could have the meetings at.

Mr. Hanstein stated I am very happy that we were very quickly able to accommodate the resident request and be able to at least provide a number of meetings within the boundaries of the CDD at a timeframe that a lot of homeowners were looking for. My only concern about the clubhouse dining room is the amount of space and would it be open at that time or would it be closed?

Mr. Perry responded my understanding is it would be sectioned off. I'm not sure.

Ms. Kiracofe stated I'm sure it would be similar to the HOA meeting. It was fine.

Mr. Hanstein stated we can approve this now. Obviously, these don't have to be noticed yet and if something does change on those within the official amount of notice time if for some reason another location works out we can look at that later but just for the purposes of getting this on the books now.

Mr. Perry stated so you understand the process if we approve this today we will publicly notice all these meetings for next year at these locations on one notice. In addition to that for each of the individual monthly meetings we do run a separate notice. We are not required by statute to do that but we think it is a very good safeguard for the district to ensure there is public notice. We can go forward and if there is a change in the monthly meeting locations we can make those changes going forward.

Ms. Kiracofe stated I am pleased to see that a few of them are in the evenings within Southwood but I am not pleased that we have to wait until March for the homeowners to see that it is local and in the evening. I would much rather see a November 8th meeting be in the evening onsite or somewhere near the community.

Mr. Hanstein asked was that because of the availability of the clubhouse?

Mr. Perry responded we first were looking at the December meeting and I believe there was a conflict with that so we just didn't go back.

Ms. Kiracofe stated I believe it might be available in November. After the last meeting I started inquiring and so I ask that you check again.

Mr. Perry responded okay. We can have the board approve this meeting date with the provision that if the clubhouse is available at 6:30 p.m. for November 8th meeting we can change it.

Ms. Kiracofe stated or some location within the community. I am really unhappy with waiting until March for the homeowners to see it is in the neighborhood.

Mr. Hanstein stated if we meet on October 11, is that still enough time to notice the November meeting?

Mr. Perry responded yes.

Mr. Hanstein asked do you want to table this until October 11th?

Mr. Perry responded no we have to approve a meeting schedule for this next year, today.

Mr. Hanstein stated but we can change it on October 11, if that space is available.

Mr. Perry responded that is correct. The notice takes about 10 days to process. We can change that on October 11. Why don't we approve this as of now and at our October meeting we will revisit the November 8th meeting date as to the location or December.

On MOTION by Mr. Hanstein seconded by Mr. Drew with all in favor the fiscal year 2008 meeting schedule was approved.

ELEVENTH ORDER OF BUSINESS Other Business

There not being any, the next item followed.

TWELFTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

Ms. Kiracofe stated I have been asked by homeowners to place a PDF of the minutes on Town Talk until we can have a CDD website so I wanted to discuss that with you and see what your thoughts are.

Mr. Hanstein asked do I understand that the homeowners can get the minutes electronically from GMS?

Mr. Perry responded they can. We typically will send them out after they have been approved by the board. We don't really like to send out draft minutes because they have not been approved.

Ms. Kiracofe stated that is why I wanted to discuss this.

Mr. Hanstein asked would it be better to get them directly from GMS rather than put them on Town Talk? I think that would be my preference.

Mr. Perry responded we have had requests and we have provided those to residents.

Ms. Kiracofe stated with a line with your information that if you would like to get copies of the minutes you or Sarah or whoever the contact is.

Mr. Hanstein stated there is a section on Town Talk now as to who to contact for what. If we could just put that up in there, CDD minutes rather than post those minutes on Town Talk.

Mr. Kiracofe stated I would rather the minutes be approved and finalized before they are posted.

Mr. Hanstein stated I think I had a homeowner tell me that they actually subscribe to it and you send it to them monthly after the meetings so they don't have to ask for it each time.

Mr. Perry stated we typically don't do that because you have people who move and various issues. We ask that they just request them from us. We will take care of that.

Mr. Jackley stated I am the community association manager just a thought for a venue on your meetings onsite. You may want to consider contacting Florida High because they have opened up their auditorium for meetings of the HOA.

Mr. Hanstein stated that is one that we discussed at the last meeting.

Mr. Perry stated I will do that.

Mr. Prado stated we have a temporary stormwater pond that was deeded to the CDD in 2001. We are now in the process of platting this land and subdividing it. The ultimate stormwater pond is this one down here and this one was always meant as a temporary facility while we constructed that. Since we are in the process of platting and we deeded that to the CDD we need to get that deed back from the CDD so that we can go ahead and subdivide the land. I would like to request from the board authorization to work that out with the district attorney.

Mr. Crumbaker asked is the district going to ultimately own the pond that you alluded to?

Mr. Prado responded yes.

Mr. Crumbaker stated so in exchange for that pond we are in effect going to receive a much larger parcel that will provide much more capacity than what we had with the temporary pond.

Mr. Prado responded yes, this temporary pond was only built to service this land which is the first area we developed.

Mr. Greene stated there was a phasing issue at the time and we needed to set aside that as a temporary pond which was always intended to be a temporary facility.

Mr. Hanstein asked is this within the district boundary?

Mr. Prado responded yes. The permanent stormwater pond is all within the district boundaries.

Mr. Crumbaker asked do you know if that has been conveyed to the district?

Mr. Prado responded I don't know off the top of my head.

Mr. Hanstein asked will this come back for a vote once you two work it out or is this approving it and you have the authority to do it.

Mr. Crumbaker stated you in effect would be authorizing staff to finalize a quit claim deed and authorize the board chair to execute the deed. In effect what we are doing in the next 30 days is conveying that back. Ultimately that parcel of property will be in the ownership of the city because a road is going through it but this would be the act of actually authorizing us to prepare the deed and the chairman to execute it and convey it.

Mr. Hanstein stated we have never done that before where we transferred property back so I won't hold the process up but I will talk to Brian offline about exactly what it means.

Ms. Hornsby stated maybe Brian and I need to talk offline but my recollection is that the St. Joe Company would have deeded it by special warranty deed to the CDD so I'm not sure if they would want a quit claim or warranty deed back.

Mr. Crumbaker stated we can discuss that.

On MOTION by Mr. Drew seconded by Mr. Hanstein with all in favor staff was authorized to work with the developer to finalize a quit claim deed for the temporary pond and the chairman was authorized to execute it upon finalization.

Mr. Crumbaker stated if I may make an additional request. You have already approved the change order and typically the authorized persons to execute a change order are the chair or vice chair and I would like a motion authorizing whoever wants to sign today.

On MOTION by Ms. Kiracofe seconded by Mr. Drew with all in favor Mr. Hanstein was authorized to execute the documents approved at this meeting.

THIRTEENTH ORDER OF BUSINESS Next Scheduled Meeting – To Be Determined

Mr. Perry stated our next scheduled meeting is October 11, 2007 at 8:30 a.m. at this location.

On MOTION by Mr. Drew seconded by Mr. Hanstein with all in favor the meeting adjourned at 9:37 a.m.



Secretary/Assistant Secretary



Chairman/Vice Chairman