

1 **SUMMARY OF CONTINUED BOARD MEETING**
2 **October 3, 2012**
3 **6:00 p.m.**
4

Cory Lakes CDD
Cory Lake Beach Club

5 **Attendees**
6

7 Dr. David Burman	Chairperson
8 Vicki Castro	Vice Chairperson
9 Dr. Cyril Spiro	Supervisor
10 Bob Woodards	Supervisor

11
12 Also present were:

14 Maik Aagaard	Manager
15 Mark Straley	Attorney
16 John Darling	Facility Manager
17 Jim Harvey	Kolter Homes
18 Numerous Residents	

19
20 Mr. Burman established a quorum of the Board was present.
21

22 **Motions**
23

24 Board consensus was to announce the appointment of Seat #5 at the October regular
25 meeting, and consider resumes and appointment at the November regular Board meeting.
26

27 Ms. Castro Moved to approve the Kolter Phase 7 Development Agreement as presented, and
28 amended, in substantial form, subject to final approval by Board, Professional staff and Kolter
29 staff; and Dr. Burman seconded the motion.
30

31
32 Dr. Burman moved to withdraw his second to the prior motion to approve the Kolter Phase 7
33 Development Agreement as presented, and amended, in substantial form, subject to final
34 approval by Board, Professional staff and Kolter staff.
35

36 Motion dies for lack of a second.
37
38

39 Dr. Burman moved for the CDD to select 3 or 4 members to work with Professional staff to
40 create an unbiased survey to be completed and dropped off at the clubhouse with a deadline of
41 October 16, and staff to send out postcards to all homeowners.
42

1 Motion died for lack of a second.
2
3

4 Dr. Spiro moved for the Board to rise a vote on the Kolter Proposal, and the Agreement will be
5 reviewed, scrubbed, and brought to the next meeting for approval; and Ms. Castro seconded the
6 motion.
7

8 There being no Roll Call vote, the Motion died.
9
10

11 On Voice Vote to approve the Kolter Phase 7 Development Agreement as presented, and
12 amended, in substantial form, subject to final approval by Board, Professional staff with
13 Ms. Castro and Dr. Burman Voted Aye; and
14 Dr. Spiro and Mr. Woodards Voted Nay;
15 The motion was lost.
16
17

18 Dr. Burman moved for the CDD to select 3 or 4 members to work with Professional staff to
19 create an unbiased survey to be completed and dropped off at the clubhouse with a deadline of
20 November 7, and staff to send out postcards to all homeowners; and Dr. Spiro seconded the
21 motion.
22

23 Dr. Burman amended his motion for the CDD to establish a committee to work with Professional
24 staff to create an unbiased survey to be completed by November 7 for all homeowners; and Dr.
25 Spiro seconded the amendment.
26

27 On Voice Vote, with
28 Dr. Burman, Mr. Woodards and Dr. Spiro Voting Aye; and
29 Ms. Castro Voting Nay;
30 The motion passed.
31
32

33 On MOTION by Ms. Castro, SECONDED by Dr. Burman, WITH ALL IN FAVOR, the meeting
34 was at adjourned at 9:00 p.m.
35

1 on the general election ballot next month. In light of that opinion, Ms. Beck has elected to
2 decline the appointment. I have received numerous suggestions as to this vacancy. In my mind
3 as this will fix itself next month with the election, and that she previously stated that she would
4 not vote on the Kolter proposal due to her real estate business and declared a Conflict of Interest,
5 my recommendation is for the Board to not take any action in respect to the vacant seat. The
6 Board after the election can make an appointment to Seat #5.

7 Board consensus was to announce the appointment of Seat #5 at the October regular
8 meeting, and consider resumes and appointment at the November regular Board meeting.
9

10 **FOURTH ORDER OF BUSINESS – Discussion on Phase 7 Development Project**

11 **A. Overview**

12 Dr. Burman stated we have three viable options. One to accept the revised Kolter
13 proposal presented at the September meeting, two for the community to buy the Phase 7 lot for
14 ourselves, and three to do nothing.
15

16 **B. Board Discussion**

17 Dr. Spiro stated the survey resulted in 300 initial submissions based on purchase of the
18 land, or the Kolter proposal. Presentation highlights include: comments received as a whole;
19 responsibilities of CDD and POA; Kolter contract time line; and results and result of a second
20 survey.

21 Major concerns from survey were:

- 22 ■ 15 homes will have a lower assessment of \$500 currently based on proposals for seven
23 years;
- 24 ■ no choice in whether pool is built; and
- 25 ■ smaller homes.

26 Responsibilities of POA and CLI covenants and deed restrictions;

- 27 ■ Homes of 2,500 sq. ft. originally, 2002 amended that Avatar could build homes of no less
28 than 1,600 sq. ft. specific to the Avatar property.
- 29 ■ Any amendments to the deed restrictions 60% of lots have to vote for any changed.
- 30 ■ We have Class A and Class B members. Homeowners are Class A members with 1 vote
31 per lot; Mr. Thomason, developer, is a Class B member with 500 votes per lot. Mr.
32 Thomason has 20 lots for 10,000 votes to our 825.

- 1 ▪ Under Florida Statute 720.307 it states when one of two earlier events happen, the
2 original developer will cede control of the majority of the POA, three of the five members
3 will be elected by the homeowners. Three months after 90% of the parcels in all phases
4 of the community that will ultimately be operated by the POA have been conveyed to the
5 members; or such other percentage of the parcels has been conveyed to members, or such
6 other date or event has occurred, as is set forth in the government documents in order to
7 comply with the requirements of any governmentally chartered entity with regard to the
8 mortgage financing of parcels. We have 845 lots, and 170 townhomes zoned in Phase 7.
9 That is 1,015 homes, 90% is 913 homes, leaving Mr. Thomason with the majority votes.
10 If the Kolter proposal is passed with 115 homes with a reduction of 960 homes, 90% is
11 864 homes and 40 homes away from ceding control of the POA Board.

- 12 ▪ CDD has not authority to change Deed Restrictions, needs to be taken up by the POA.

13 Kolter contract time line:

- 14 ▪ Redline Kolter contract was received yesterday afternoon;
15 ▪ Additional recommendations were received by resident and attorney yesterday; and
16 ▪ If CDD votes tonight it will be on the proposal, not the agreement/contract.

17 Phase 7 survey results:

- 18 ▪ There were 324 resident responses; removing duplicates, it was 282 residents in 238
19 homes; minus those who made no choice, ended up with 243 residents in 208 homes;
20 roughly one-fourth.
21 ▪ Under resident responses: 19 I don't know; 113 for purchase; and 111 for Kolter
22 proposals. It is extremely tight.
23 ▪ Board members are elected by resident voters; however, assessments are paid by
24 homeowner of land. Under homeowner responses: 17 I don't know; 91 for purchase and
25 100 for Kolter proposal. It is still very close.
26 ▪ Under this sample size, cannot say for certain this represents the majority of viewpoint of
27 the community.
28 ▪ Second survey was sent out to those who said I don't know or purchase the land asking if
29 they would switch their vote: If Kolter paid the difference in O&M assessments, if we
30 got to choose between a pool or putting it back in bond reserves; if homes were 2,500 sq.
31 ft. or more. Fifteen residents would switch if Kolter paid the difference between what

1 new homes pay in assessment and what we currently pay giving a 17.3% difference
2 between the purchase and the Kolter proposal in favor of the Kolter proposal.

- 3 ▪ Under the second survey, we can feel confident that the majority of the community as a
4 whole are in favor of the Kolter proposal with the modification.

5 In light of this survey, if Kolter is willing to pay the difference in assessment, I am will to
6 vote for the Kolter proposal.

7 Audience Comments during the presentation related to:

- 8 ▪ Number of homes Kolter plans to build of 115; 830 homes within the CDD currently;
9 increase of 10% to community expenses;
10 ▪ POA deed restrictions allowing for homes of 1,600 sq. ft.;
11 ▪ Realtor opinions in the area that a pool would be a benefit, and Cory Lakes being the only
12 development in New Tampa without one;
13 ▪ Realtor view of current price of \$200,000 is comparable to the \$400,000 price of 2005,
14 and additionally Cory Lake has many homes under the 2,500 sq. ft. and have homes of
15 1,600 sq. ft. right now; and
16 ▪ POA information presented not being entirely accurate.

17 Dr. Burman stated at the last meeting Ms. Northington did a presentation on behalf of
18 Strategic Planning and the Kolter proposal in relation to the long-range plans. For those who
19 were not here for that presentation, Ms. Ross will give a brief overview.

20 Ms. Ross stated Strategic Planning has been working for over a year on the long-range
21 plans for this community. We are looking at long term financial stability, amenities, and
22 infrastructure for a superior premier community. Five goals were developed, and a lot of
23 research was done. A community survey was sent out to give the committee and CDD Board a
24 sense of what the community was looking for. When the Kolter proposal was provided to the
25 CDD and POA Boards, the Strategic Planning was asked to evaluate the Kolter Proposal to see
26 how it aligned with the community goals for the community. In summary the report given
27 showed what aligned well, questions we would ask the CDD to take a further look at such as
28 maintenance costs, and whether or not is was in concert with the overall plans. The Committee
29 reported that overall the Kolter proposal did line up with the long-range plans and goals for this
30 community.

31 Mr. Straley stated in terms of status of the agreement, I received a number of comments
32 to the draft previously distributed at the last meeting. ITG's lawyer had changes of a technical

1 nature, which were incorporated. I tried by best to incorporate comments from Mr. Brian Sykes,
2 my changes, comments from DPFG, and others. The version I emails around 4:00 p.m, and I
3 have copies with me, is black-lined which shows the changes from the version sent yesterday.
4 This version has not been approved by Kolter. The agreement is close to being in final form, but
5 needs to be approved by the Board and Kolter.

6 Mr. Harvey stated we reviewed the changes by Mr. Straley and Kolter is in agreement and
7 is acceptable.

8 Dr. Burman asked can you review the major changes as they may address some of the
9 issues that have been brought up?

10 Mr. Straley responded none of the changes go to the points Dr. Spiro talked about.
11 Significant changes were made to the process on the final design of the pool prior to construction
12 works and is reasonable. An earlier draft agreement provided for a forfeiture of the \$900,000 if
13 we didn't have an agreement to the pool specification, which was unacceptable and has been
14 modified.

15 Dr. Burman stated it was my understanding that a sum of money Kolter was putting up
16 was going to be used to offset the assessments for the Phase 7 project and would equalize the
17 assessment between the Phase 7 residents and the current resident payment.

18 Mr. Harvey stated through the negotiations what Kolter agreed to do is add the additional
19 expenses on our side of over \$600,000 and structured the deal with a credit so technically the
20 Phase 7 residents would be paying the same amount with the prepayment of the difference in our
21 in-kind assessment credit.

22 Dr. Burman stated the procedure will be for a motion and second to be placed on the table
23 for discussion. The public will be welcomed to make comments, and limit your presentation to
24 three minutes. Following public comments, the Board will have further discussions and make a
25 vote.

26 Dr. Spiro requested Board comments be done following the motion.

27 Dr. Burman stated that is fine.

28
29 Ms. Castro Moved to approve the Kolter Phase 7 Development Agreement as presented, and
30 amended, in substantial form, subject to final approval by Board, Professional staff and Kolter
31 staff; and Dr. Burman seconded the motion.
32

33 Dr. Burman stated the discussion is open.

1 Mr. Woodards stated this is a very tough decision for this Board, my decision is going to
2 be based on what the community wants. It may not be what I want.

3 Dr. Spiro stated the motion as stated is different that what I would like. In my mind what
4 we can approve tonight is the proposal and not the agreement. The agreement needs to be
5 scrubbed, and then come back to the Board for approval than what I perceive by the motion that
6 the lawyers will scrub it and the chairman will sign off on it. The second piece is Kolter will
7 have to agree to pay the difference between the new homes and existing home O&M assessment
8 levy. The way the agreement is written, Kolter will pay for the pool and obtain a credit for that
9 difference. We need to decide if they are going to pay for the pool, or pay for the difference in
10 O&M assessments. The survey indicated that Kolter pays for the pool, and the difference in
11 O&M. If you agree to that, I am willing to approve the proposal.

12 Mr. Goldman, resident, stated I know I am out of order, but when you look at a survey,
13 we may have statistically significant results, but you really need an 80% response rate to say this
14 is what the community wants, and we have only a 25% response rate. I don't believe the due
15 diligence has been done to really say what the residents want.

16 Dr. Spiro stated if the majority opinion of the community is we want a pool where
17 everyone responds that is a different matter for the Board to take into account. In every statistical
18 analysis you have to determine if you are looking at less than 5% of a whole sample size or more
19 than 5%. The spreadsheets I use to determine statistical significance take that into account, and
20 with 25% of the resident it does provide the statistical significance. It would similar to a
21 pharmaceutical company. I appreciate your comments.

22 Mr. Goldman stated if you have an external survey it would be lower, but for a small
23 group like Cory Lakes, the low side should be 60% to 70% and 80% is what most strive for. I
24 think that is doable if we set it up where people went door to door. If you really wanted to know
25 what people think, you would do that.

26 Ms. Ross stated I believe we are talking about two different things. You can determine
27 that you will not be happy unless you have an 80% response rate. Technically speaking when
28 you do a survey, and whose research you look at, it is acceptable for a 25% rate, and when it is
29 over 25% that is considered a good response rate. It does not mean that is the response we want,
30 but it in private research it is statistically significant at 25%.

31 Mr. Goldman stated he stated it is a statistically significant number, but is not
32 representative of the community, and to draw the conclusions is wrong.

1 Mr. Woodards stated I knocked on 547 doors, and have 106 respondents. The majority of
2 the people who responded is a majority, as far as I am concerned.

3 Ms. Ross stated our community is not A-typical. No matter how hard you try you do not
4 get a big response. A year ago, Strategic Planning, did a survey by mail, email, and two
5 reminder, and ended up with 32%.

6
7 **C. Public Comment**

8 *Mr. Mackey stated in the manual I received at closing states that Mr. Thomason has*
9 *control. What role is he playing in this decision? It also states I have a vote as a homeowner on*
10 *the site plan. Mr. Straley responded you are confusing the powers and responsibilities of the*
11 *CDD and the POA. The CDD is a special purpose unit of local government and is controlled by*
12 *an elected Board of Supervisors. The Board functions like the City of Tampa Council or the*
13 *Hillsborough County Commission. They have the legal authority to manage the CDDs statutory*
14 *responsibilities, which include the construction and operation of the Beach Club, the roadway*
15 *and drainage facilities. This proposal needs to be reviewed and approved by the POA which is a*
16 *Florida not-for-profit corporation of which you are a member. That is an entirely different*
17 *process and entity. The points you made are all POA issues and are not relevant to what is*
18 *happening this evening.*

19 *Mr. Reimer stated I have made my fair share of bad choices, and without fail it is*
20 *because I rushed into a decision without all the information—sign now and figure it out later is a*
21 *recipe for disaster. What do we know about Kolter homes? Kolter insists it is financially stable;*
22 *however, they have yet to provide any evidence to support this claim. They claim to have great*
23 *relationships in all the communities they have built in. This is painfully false and*
24 *KolterHomesSucks.com was started by a man who had a terrible experience with Kolter Homes.*
25 *How many people do you have to tick off before one starts a website? A simple search found 10*
26 *lawsuits in St. Lucie County, a lawsuit in Martin County, a property in Brooksville which they*
27 *fled from and sold to someone else. They are also dependents in a class action lawsuit in West*
28 *Palm Beach. Why has the CDD attorney failed to tell us any of this? Who have we been asking*
29 *for guidance from? We have been asking Kolter. It is not their job to do our due diligence for*
30 *us. Mr. Straley told us at the very first meeting we should take this proposal and 96% of the*
31 *people said absolutely not. What happens if the \$600,000 they put forth for the pool, and they go*

1 *under, who pays for that? Is the deal good enough to take? Is that what we really want for our*
2 *families? We don't have enough information.*

3 *Mr. Albajon (sp?) stated a meeting ago I made a comment that Kolter and ITG, that is a*
4 *subsidiary is owned by Kolter. Ms. Castro stated they are not owned by Kolter. I apologize. The*
5 *Board has come a long way and every time Kolter has tweaked the deal. I interpreted that they*
6 *were going to build the pool, and spend \$600,000, but that technically is not the truth because*
7 *they are going to pay the CDD for the difference. You have an opportunity, and the POA is part*
8 *of this, that they are only going to sell one home to each person, not three houses to investors.*
9 *Tell us in writing that there will be no rentals for the first two year. It appears that two Board*
10 *members have made their decision, and two cannot make a decision. I find that a little*
11 *questionable. You do not want to listen to what we want to say tonight. You don't sign anything*
12 *until it is finished.*

13 Dr. Burman stated as a point of clarification, a motion was made and seconded so we
14 could have this discussion. No one has made a decision yet.

15 *Mr. Sharpe (sp?) asked why are we rushing this decision? Is it because of the election*
16 *coming up? From what I under there are two phases. The consideration of the Kolter proposal,*
17 *and will bring the agreement before the residents before it is sanctioned by the CDD Board? Dr.*
18 *Burman responded the Board has the power to accept or reject the proposal with or without any*
19 *community input; however, this Board had opted through the Committee and Board meetings to*
20 *listen to the residents before a decision is made. The final decision is made by the CDD Board,*
21 *by the four of us now, or the four or five who are sitting after the November election. There are*
22 *two different boards in this community. The CDD Board that is empowered to make decisions*
23 *on their own. There is also a POA Board who the residents have the right to voice their opinions*
24 *and vote. Dr. Spiro did an excellent job earlier explaining how things take place with the POA.*
25 *We are concerned with the CDD issues and what the CDD can do. We are listening and we are*
26 *still listening.*

27 Dr. Spiro stated we are dealing on the CDD side the potential of \$1.2 million in bonds to
28 construct the infrastructure; there is \$2 million in existing bonds Avatar is not paying on. Kolter
29 plans to buy the Avatar land through a tax deed sale of \$2 million and part of that comes back to
30 the CDD in past due assessments. The transaction is close to \$4 million. Under the Kolter
31 proposal assessments will not increase. If the CDD purchases the land, there will be an increase
32 in assessments. There are other pieces and parts, such as the pool. The CDD handles the public

1 property, and the POA handles the private property. As when you vote for the US President,
2 your legislatures, etc., we are a represented democracy. I use surveys the best way I can to
3 represent you and your needs.

4 *Mr. Sharpe asked what happens if the Board and CDD do not see eye to eye? Mr.*
5 *Burman responded then there is no agreement. Mr. Straley stated I have extra copies of the latest*
6 *agreement if anyone is interested. It talks about the various bonds and reserve funds.*

7 *Mr. Sharpe stated I would like the Board to consider a few points: the liability and*
8 *maintenance of the pool, and what happens if Kolter goes out of business?*

9 *Mr. Patel stated the POA should meet prior to the CDD voting on this. Dr. Burman*
10 *stated it is my understanding the POA is waiting to see what the CDD is going to do.*

11 *Mr. Patel asked when will we have a chance to see the site plans, what the estimated*
12 *taxes will be and other things? Dr. Burman responded Mr. Harvey has brought to previous*
13 *meetings brought in schematics of their vision of the property site plan, and again that is a POA*
14 *issue.*

15 *Mr. Michael Pierce stated all the proposals and elevation are on the website, and we*
16 *passed out copies at the last POA meeting. You have to remember the covenants do not handle*
17 *what is inside the house. They only deed with the outside aesthetics. Kolter has put out is the*
18 *same type of things for the normal review process. The POA is waiting to see what the CDD*
19 *does, because there are existing covenants, and if they need to be changed it needs to come to the*
20 *community for a vote. Dr. Burman stated the next POA meeting is November 1, 2012, and all*
21 *issues with the POA should be done at that meeting.*

22 *Dr. Spiro asked will the members have a chance to have input or vote on these smaller*
23 *homes? Mr. Pierce responded the members always have the opportunity for input before the*
24 *POA Board does anything. We are not even sure what amendments to the covenants will need to*
25 *be done, if any.*

26 *Dr. Spiro asked is there a place for the residents to go where they can see the original*
27 *deed restrictions, and all its amendments? Mr. Pierce responded all the documents when you buy*
28 *your homes is on the website, but I am not sure if it is up to date. Ms. Ross responded the CCR*
29 *and Design Review are current. Mr. Pierce stated there is a lot of individual interpretation*
30 *regarding the POA documents, and this can all be discussed at the POA meeting. If Kolter*
31 *operates within the current covenants, no decision needs to be made by the POA.*

1 *Ms. E. Coltrain (sp?) stated I don't understand the urgency of a decision now during this*
2 *unstable economic time right now. I can see the benefit to Kolter, and those involved, but what*
3 *is the benefit for me. I purchased a lot nine years ago, and one year to build my home. I thought*
4 *this would be an investment. What I have found is that it is not, and I see new homes being built*
5 *where my investment will go down. I would love to sell my home right now, but I can't because I*
6 *have to compete with homes of lesser value and square footage. Those are my concerns. Dr.*
7 *Burman stated as to why now, because of three year of Avatar not paying their assessments both*
8 *O&M and bonds, a developer came to us with a proposal and we are discussing the proposal.*
9 *Other developers have reviewed the situation and have not come forward with any proposal.*
10 *This is the only concrete proposal that has come to us in the three years.*

11 Dr. Spiro stated I have a different view. I agree this is the only proposal that has come to
12 us. Everyone should be aware that until September 29 that just passed the property was not
13 available for sale unless it was at one particular auction. The property was held by Avatar, and it
14 was never listed. The only ones who may know about the situation would be those having
15 knowledge of bonds, and tax certificates.

16 *Mr. Andre (sp?) stated \$300 per year is all it will cost us extra to purchase the land*
17 *according to a Board member I spoke to last week. In ten years, \$3,000. If you sign this*
18 *proposal the property value will go down thousands in the first year. The \$300 each year will*
19 *save you thousands over the years. The developer is here to make money. We don't listen to him*
20 *or take advice from him. We need to do everything ourselves. The problem is us because we*
21 *wait to the last minute to argue with the Board. We need to get voices out, and get involved.*

22 *Mr. Roma (sp?) asked will there be a lien on the property for the money?* Mr. Straley
23 stated the CDD levied assessments against Phase 7 and the O&M assessment is the same as
24 everyone else, the Board elected to not put it on the tax roll. It does not change the obligation as
25 everyone else, it was intended to give the CDD flexibility because the tax bills were not being
26 paid by Avatar and was not paid for three or more years. By having it off the tax roll, the CDD
27 has the ability and option to foreclose on the property, and may be viable if a development
28 proposal is not accepted. Currently the debt on that property is in excess of current market value.

29 Dr. Spiro stated the off roll assessments go away according to the agreement. They are
30 not paid in cash.

31 Mr. Straley stated under this proposal, they are being written off.

1 Mr. Aagaard stated if I understand the question correctly, the lien will stay on for the
2 CDD to levy O&M assessments on the property, just like the homeowners.

3 *Ms. Faruc (sp?) asked can we go after Avatar in a legal way?* Mr. Straley responded the
4 Avatar piece is no different than any other piece of property. It is a non-recourse assessment
5 meaning we can't go after Avatar get a judgment and collect from other assets Avatar may own.
6 Our recovery is limited to the land. The assessment and bond debt exceed the market it, it is a
7 theoretical obligation than a real one.

8 Dr. Spiro stated my understanding is if we pursue foreclosure against Avatar, most likely
9 they will not pay, and title will transfer to the CDD. The property will have \$2 million plus in
10 liens, county taxes, ITG and the CDD will have to negotiate what to do with the property. ITG
11 will want to sell it to cover their bond costs. The CDD will have its outstanding assessments.
12 Reserves in the bond accounts will start being tapped next month of \$300,000 a year. There are a
13 lot of variables.

14 *A resident asked can we re-do the survey to get more community opinions and get a true*
15 *sense of the majority?* Dr. Burman responded I have no objection to redoing the survey, and if
16 we do it should be done by the CDD website and by the professional group. We need one
17 official survey done by the CDD we may get a better response.

18 Dr. Spiro stated we have strong opinions for and against the agreement. My concern is I
19 never want to represent the vocal minority, and it is hard to discern who the vocal minority is. It
20 is hard to say that the sample size of 80 residents in attendance represents the majority of the
21 community. I feel a certain commitment to the process I started and statements I made. I feel
22 with the information I am comfortable with the way the survey was conducted and the results are
23 significant. I made an offer to Kolter that I will not going to rescind. If that does not happen, I
24 am open to doing a CDD survey. To do that a process needs to be established by the Board, and
25 we have to have a special meeting.

26 *A resident stated a survey was sent out from Rampart and I am curious about those*
27 *results? Those that I feel best represent the community are the ones who are openly speaking,*
28 *and we have two members who are not defending their opinion on what they think. I want*
29 *someone to tell my why I should consider the other option. We are not hearing that. The biggest*
30 *problem with this community is communication. I started coming to these meetings in June*
31 *because of an email about items that might be voted on that the community may not be in favor of*
32 *and asked everyone to come out. You have the group here tonight because we let people know*

1 *what is going on. In June you were making decisions about dog watering bowls and people were*
2 *making decisions because they didn't want to go against the others, and I have a problem with*
3 *that. This is a huge decision, and our Board at this time is just now opening it up to all of us.*
4 *That is where the frustration is. You have been dealing with this for a year, and we have only*
5 *known about it since June. In all fairness, hear us out.* Dr. Burman stated the survey Rampart
6 put out was screwed up and the data is worthless. I spoke with the POA President and asked if
7 he could make a presentation tonight on the survey results, and he said there is nothing of value.
8 From what I understood, they sent out one email, and then a second email, and there was
9 confusion about the options to choose. All I was asked to do is put in a position paper into their
10 survey.

11 *A resident stated you should have done one as President of the CDD.* Dr. Burman stated
12 if you may recall, I tried desperately to have a CDD survey done through our website and it was
13 turned down three times.

14 Dr. Spiro stated Ms. Beck recommended that we send out postcards to the residents, and
15 because there was no agreement as to which group would put together the survey, I went ahead
16 and did my survey. Also the Board never agreed to putting it out through a mailer, and the cost
17 was excess of \$400.

18 *A resident asked has anyone considered putting up signs that said come to the Clubhouse*
19 *and vote by a certain date?* Dr. Burman stated there are many ways to do this, and we can come
20 back to this.

21 *Ms. Lovely (sp?) stated the residents did not know about this issue until a letter was sent*
22 *out. Most of us are here because of our concerns. This is a big decision, and we have to sit back*
23 *and look at this issue. Do the POA documents need to be changed, and the residents need to be*
24 *heard.* Dr. Burman stated correct me if I am wrong, the CDD is a municipal body, and we cannot
25 change the CDD bylaws and allow the residents to vote. Mr. Straley stated that is correct. The
26 CDD operates under State Law and not governed by by-laws and articles of incorporation like a
27 POA.

28 *Ms. Macerana (sp?) stated in the presentation is that this community cannot be*
29 *competitive with the surrounding communities if we don't have a pool. I disagree with that. If*
30 *we are not competitive it is because we have the stigma of Mr. Thomason's leniencies taken by*
31 *him at the startup of this community. I have heard a lot of talk about the Kolter proposal and the*
32 *concessions. On behalf of the homeowners who got stuck with the B Bonds Mr. Thomason did*

1 *not want to pay, that is a slap in the face. We are will to give money to 115 homeowners we*
2 *don't know just to help them move to the neighborhood. I hope you can understand the residents*
3 *not being in favor of another developer coming in with all these promises and have not seen any*
4 *proof that they are financially stable, and we will not be left holding the bag once again. Dr.*
5 *Burman stated I agree, and I believe this Board since 2008 has been more open than any of the*
6 *predecessor Boards, and I hope you have enjoyed what has been accomplished over the last four*
7 *years.*

8 *Ms. Martel (sp?) stated please think about your community, because if you go against the*
9 *community there is an election and everyone will come here.*

10 *Mr. Andrew (sp?) stated I was excited about moving into this community. Please give us*
11 *the time to understand this proposal. I have not understood any of the surveys and all the lingo.*
12 *I would like the time to understand this more.*

13 *Mr. Lector (sp?) stated thank you for what you do. I have been attending these meetings*
14 *for the last four months. There has been a lot of public discussion, and if residents have not*
15 *taken the responsibility to come to these meetings it is not the Board's fault. Please understand*
16 *there is frustration within this community and it is safe to say there is a lot of scared residents*
17 *because they are unsure what is the right way to go. There has been a lot of discussion on these*
18 *surveys, and you can discuss what is mathematically correct. The main thing is you have been*
19 *elected by the Community to make these decisions, and what is the slippery slope we are going to*
20 *go down. The next time we want a dog bowl installed, we are going to send out a survey. The*
21 *reason we elect folks like you is to represent us, and this is a tough decision. I have faith this*
22 *Board will make a right decision for this community, but you are elected to make these decisions.*
23 *Take the responsibility and embrace it, and vote your consciousness.*

24 *Dr. Burman stated that is the end of our list. Mr. Harvey from Kolter.*

25 *Mr. Harvey stated I realize the frustration of residents, and we have been working*
26 *diligently with the Board since June. Through a series of meetings we have put together*
27 *proposals and benefit analysis for the Board. Why now? I feel bad because many answers to*
28 *those questions would have been answered if we went through the proposal again. I do want to*
29 *answer a couple of questions. There were two alternatives identified in the survey, and then do*
30 *nothing. I will address the do nothing option first. There are defaulted bonds on the Phase 7*
31 *parcel today.*

1 Under the default, the bondholder has the rights to draw down on those reserves. I cannot
2 continue to spend money on legal fees and my staff's time to be asked to continue to wait for
3 another survey. If we cannot come to some type of an agreement, we will pull the proposal and
4 there is some urgency. There are a lot of issues with this property that needs to be dealt with and
5 we are one of the few developers that have the capacity and ability to deal with these complicated
6 issues. To go back to Dr. Spiro's point of why now, and why didn't it happen previously. There
7 was a tax deed sale in June and anyone could have bid on the sale and the minimum bid was \$1.9
8 million. No one showed up because it is not just the \$1.9 million, it was all the other factored
9 that needed to be considered. The wait scenario will be forth consequences which I don't feel
10 will be beneficial to the community, nor to me as well.

11 Under the purchase scenario, there is roughly over a 10 year period of time \$3 million of
12 bond payments to be made. In addition to clear up the back taxes \$936,000 needs to be made.
13 You are at roughly \$4 million. For maintenance, it would cost roughly \$7,000 a year. The
14 current infrastructure includes streets, pipes, drainage and I estimate \$1 million to refurbish the
15 infrastructure to make it usable.

16 Dr. Spiro stated that is one analysis and there are different analysis out there. If the CDD
17 purchases the land, we can restructure the bond which would lower the interest rates. There is a
18 \$1 million capitalization loan the CDD does not have to do, or a lower amount if the CDD
19 decides to do something in the future. The difference is addressing the use of the land in the
20 future.

21 Mr. Aagaard stated the \$300 amount per home, per year is over a 30-year period. The
22 numbers presented are over a 10-year period which is why they are so different.

23 *A resident asked what will happen tonight?*

24 Dr. Burman responded if the Board turns down the Kolter proposal, it dies. If the Board
25 accepts the proposal, the motion said there was some tweaking, and a POA approval of their end
26 of the process, and we will move forward.

27 Previously I was asked by the POA to put together a paper. I looked at the proposal, not
28 so much looking at the dollar and cents, and the reason why I didn't is because no one could
29 agree to what the final numbers would be. If we take on the Phase 7 property, we have certain
30 expenses in cleaning it up and making it usable. We have \$250,000 +/- bill that will come to us
31 to put the light in at Cross Creek per the DRI. If Kolter comes in, they clean up the property, pay
32 for the light, and the community is built out. Situation 1, we pay everything out and nothing

1 comes in. Situation 2, we are built out and there is income into the community. That is what I
2 was think. Kolter says they will pay the CDD \$184,000 on October 13 whether they sell a home
3 or not. I don't believe we will have to tap into that because the pool will not be built yet, or
4 anything else. Plus there is another \$184,000 a year in assessments. That was the basis of my
5 paper.

6 *A resident asked what about the home values? Will we lose more, than we gain?* Dr.
7 Burman responded we asked what the comparative values of the homes being built would be if
8 they were constructed in 2005, when most of us bought into the community. The figure I was
9 given was between \$300,000 and \$320,000. I know that is not what the value is now, but if you
10 take your current home at the current market value and it is close to the comparables. The POA
11 will have to handle the sites and development.

12 *A resident asked is our community at the present time financially stable?* Dr. Burman
13 responded yes we are meeting all our bills, and in better shape than the communities around us.

14 *A resident asked how much money do we need in reserves to keep this community in the*
15 *shape it is in today?* Dr. Burman responded I believe we are on target, but I will defer to Ms.
16 Castro who has worked extensively with the long-range plan for this community. Ms. Castro
17 responded we have just updated the Reserve Study, and the current reserve balance is \$600,000,
18 and we plan to put in \$100,000 a year that puts us right on target for all our major renovations,
19 and capital improvements.

20 *A resident stated a few years ago we had a major increase in our fees. Does that mean*
21 *we will be reducing our fees in the future?* Ms. Castro responded I can't speak for the entire
22 Board, but that is the objective I am working towards.

23 *A resident stated you are trying to force a decision from a community that cannot make a*
24 *decision. We cannot make a decision because there are too many variables. We could have a*
25 *chalkboard, and people are totally confused. You have spent a fortune already, and if it was not*
26 *a potential win for you, you would have dropped it a long time ago. If it is a good deal today, it*
27 *will be just as good a deal a month from now. Be patient with us. You have given a little bit,*
28 *maybe you need to give a little bit more.*

29 *Mr. Schmit (sp?) stated I have been here 15 years and this is my first meeting. I have*
30 *been hear for three hours, and you are trying to find out if it is financially viable, and from my*
31 *view is this developer the right person to build homes in Cory Lakes. We have cut him short, and*

1 *I'll have to take him to dinner to find out what he plans to do. We may not like what he has to*
2 *say, but I want to hear from him. Please give him another chance.*

3 *A resident asked when the email went out to the community members about the \$300*
4 *charge for 30 years, did the community agree to that?* Dr. Spiro responded the survey did not
5 say that. This is the third survey that was sent out. Each survey gave more and more
6 information, and one had a video. If someone started with the third survey, they did not have as
7 much background as someone who started with the first survey. The first survey was I don't
8 know, I like the Kolter agreement, or I want to purchase the land. If you chose I want to purchase
9 the land, then it asked how much are you willing to pay. The amount you pay will depend on
10 how long you want to pay, and if any other funds were used. The 30-year number is around
11 \$205, and the 10-year number was around \$500. If a majority of the residents want to purchase
12 the land, we could modify the loans and the number to do that.

13 *A resident asked why didn't we have the numbers from the survey so you could have the*
14 *information at this meeting to make this decision?* Dr. Spiro responded the results of the survey
15 from those who want to purchase the land there was a range between zero and \$600, and the
16 average was between \$300 and \$400.

17 *A resident stated this is a buyers market, and why can't we purchase it. There is no*
18 *reason why some of us cannot purchase the land or cannot afford the \$300 or \$400 a year.* Dr.
19 Burman stated if there is a group of residents and would like to put together a "War Chest" and
20 purchase the land themselves, market the land and sell it, that is fine. The CDD cannot do that.
21 We are cannot buy and sell land. We buy it, it can only be for a recreation use for the benefit of
22 the entire community. I have stated in the past all that has to be brought to this Board is another
23 proposal, and it has not been forthcoming in five months.

24 *A resident stated Dr. Spiro said something that if the CDD buys it, you get a lot of the*
25 *money back, payment in and payment out. If you do that privately, you don't.* Dr. Spiro stated to
26 buy the land it is \$2 million, and \$1.1 million comes back to the CDD. Of \$900,000, \$400,000
27 goes back into the reserves which will pay down the bond, and will come back to the residents by
28 an early termination of the bond. If a private group purchases the land, they will have to pay \$1.1
29 million to the CDD; however, Kolter has asked us to negotiate, and we can do the same thing. I
30 admire that Kolter has come to us and creatively worked with us, and no one else has done that.
31 They have thought outside of the box. A national group of investors did not know about the

1 land, and if negotiations were an option. We not allow to speculate on land and cannot flip any
2 land, and as a caveat we are trying to recover our losses. We have a lot of past due O&M.

3
4 Dr. Burman moved to withdraw his second to the prior motion to approve the Kolter Phase 7
5 Development Agreement as presented, and amended, in substantial form, subject to final
6 approval by Board, Professional staff and Kolter staff.

7
8 Motion dies for lack of a second.

9
10 Dr. Burman stated I would like the CDD to put together a group to work with our
11 professional staff to create an unbiased survey, send out a post card to all homeowners telling
12 them there will be a survey at the beach club for them to fill out and drop in a box that will be
13 done and finished by October 16.

14
15 Dr. Burman moved for the CDD to select 3 or 4 members to work with Professional staff to
16 create an unbiased survey to be completed and dropped off at the clubhouse with a deadline of
17 October 16, and staff to send out postcards to all homeowners.

18
19 Motion died for lack of a second.

20
21 Dr. Burman stated no matter what we do, 50% will be happy and 50% will be unhappy.
22 We have 800 homes. If we get the postcards out, this is the last chance we have. We cannot
23 keep sitting like this.

24 Ms. Ross stated my concern will all the surveys is we have homeowners who are not
25 residents. We only have some email addresses. Those individuals have to be able to mail in
26 their survey.

27 Dr. Burman stated I would not use email.

28 Ms. Ross stated there needs to be a procedure for mailing for those homeowners who are
29 not residents.

30 A resident stated her point is for those owners who are not residents, paying assessments,
31 how are they going to participate in the survey.

32 Dr. Spiro stated the first motion made by Ms. Castro is off the table. Correct?

33 Dr. Burman stated that is correct.

1 Dr. Spiro stated at the beginning of the meeting I said we would vote on the Kolter
2 proposal tonight. It is only fair we vote either up or down. That is what I told everyone we
3 would do.

4
5 Dr. Spiro moved for the Board to rise a vote on the Kolter Proposal, and the Agreement will be
6 reviewed, scrubbed, and brought to the next meeting for approval; and Ms. Castro seconded the
7 motion.

8
9 Dr. Spiro asked will Kolter pay the difference between O&M in the homes in cash added
10 to this deal?

11 Mr. Harvey responded if you are asking for an additional \$453,000, the answer is no.

12 There being no Roll Call vote, the Motion died.

13
14 Dr. Spiro stated I would like to vote on the proposal, and I will vote against the Kolter
15 proposal.

16 Ms. Castro stated I would vote for it.

17 Mr. Woodards stated I would vote against it.

18 Dr. Burman stated I really want to do the survey, so I am going to vote for it.

19
20 On Voice Vote to approve the Kolter Phase 7 Development Agreement as presented, and
21 amended, in substantial form, subject to final approval by Board, Professional staff with
22 Ms. Castro and Dr. Burman Voted Aye; and
23 Dr. Spiro and Mr. Woodards Voted Nay;
24 The motion was lost.

25
26 Dr. Burman stated there is a tie, and no decision. With the people in attendance, can we
27 put together a survey and mail it and get it back by October 16?

28 Ms. Ross responded I don't think so.

29 Dr. Burman asked can we get it done in time for November 14?

30 Ms. Ross responded yes.

1 Dr. Burman moved for the CDD to select 3 or 4 members to work with Professional staff to
2 create an unbiased survey to be completed and dropped off at the clubhouse with a deadline of
3 November 7, and staff to send out postcards to all homeowners; and Dr. Spiro seconded the
4 motion.

5
6 Dr. Spiro stated this Kolter proposal may no longer be on the table. As far as our survey,
7 we need to know what we are surveying. We should keep it more simple. I also feel it should
8 left everyone know we are going to do this and be open to anyone to participate in the
9 construction of the survey. If more than one Board member wants to be involved in the survey,
10 then it should give the seven (7) days notice. My past experience with my surveys for the gym is
11 when you have on-line and paper, it is additional work.

12 Dr. Burman stated from what I understand from Ms. Ross we should mail the entire thing
13 out and not play with the emails. I would like to appoint Ms. Ross chair of the committee, and
14 post notice of a meeting for the development of this survey.

15 Ms. Ross stated I will do that.

16
17 Dr. Burman amended his motion for the CDD to establish a committee to work with Professional
18 staff to create an unbiased survey to be completed by November 7 for all homeowners; and Dr.
19 Spiro seconded the amendment.

20
21 On Voice Vote, with
22 Dr. Burman, Mr. Woodards and Dr. Spiro Voting Aye; and
23 Ms. Castro Voting Nay;
24 The motion passed.

25
26 Dr. Spiro stated as there is a possibility the Kolter proposal may not happen, we should
27 re-engage with Avatar, and I have spoken with them over the last few weeks. They could also
28 list the property on their dime to see if there are other buyers on the land. I would like
29 permission to continue that dialogue with Avatar.

30 Mr. Straley stated it is fine to have more conversations with Avatar.

31
32 **FIFTH ORDER OF BUSINESS – Supervisor Request**

33 There not being any, the next item followed.

SIXTH ORDER OF BUSINESS – Public Comments

There not being any, the next item followed.

SEVENTH ORDER OF BUSINESS – Adjournment

There being no further business,

On MOTION by Ms. Castro, SECONDED by Dr. Burman, WITH ALL IN FAVOR, the meeting was at adjourned at 9:00 p.m.

Note on Supervisor Voting: A "Yes" vote constitutes a full affirmative vote of a motion and adoption of the stated reasoning as articulated by the majority. A "No" vote constitutes full opposition to a motion and adoption of the stated reasoning as articulated by the "No" voters. A supervisor cannot stand silent. If a supervisor does not make a statement, then that action will be recorded as a "Yes" vote. If a supervisor does not fully agree with the reasoning of the affirming or negating group, then it is the duty of the supervisor to articulate and memorialize his or her concurring reasoning during their vote which will be recorded in the motion, or in a written "Supervisor Memorandum On Voting" that should be attached in an appendix to the approved minutes.]

**These minutes were prepared in summary format, and are a summary of the discussions and actions taken at this meeting; and upon the Board of Supervisors' approval are the permanent "Record of Proceedings" of such meeting.*

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on 10.17.2012.

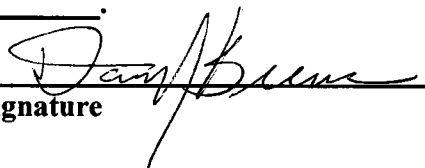

Signature

Printed Name

Title:

☐ Secretary

☐ Assistant Secretary


Signature

Printed Name

Title:

☐ Chairperson

☐ Vice Chairperson

District: CORY LAKES COMMUNITY DEVELOPMENT DISTRICT
Date of Meeting: **Wednesday, October 3, 2012**
Time: **6:00 p.m.**
Location: Cory Lake Beach Club
10441 Cory Lakes Drive
Tampa, Florida

[Continued from 9-19-2012]

Revised 10/1/2012

***Business Meeting
Agenda***

1. Roll Call
2. Chairperson's and Manager's Opening Remarks
3. Board Supervisor Seat #5
 - A. Notice of Ms. Beck's Declining Appointment to Seat #5
 - B. Consideration of Appointment to Unexpired Term of Office Seat #5 [2014]
4. Discussion on Phase 7 Development Project
 - A. Overview
 - B. Board Discussion
 - C. Public Comment
5. Supervisor Requests
6. Public Comments
7. Adjournment

FW Judi Beck declined seat 5.

Place on 10-3-2012 Agenda:

From: Maik Aagaard
Sent: Monday, October 01, 2012 2:10 PM
To: John Daugirda; Carolyn Stewart; Jean Rugg
Subject: FW: Judi Beck declined seat 5.

Importance: High

See below issue. She has been appointed to a seat that wouldn't allow her to concurrently run her campaign for the other seat...

Subject: Fwd: Bio Guidelines & Edits
From: judibeck@msn.com
Date: Fri, 28 Sep 2012 10:15:43 -0400
To: john.daugirda@dpfg.com

Dear John,

Please consider this email as my declining appointment to seat 5. I wish to continue my campaign for seat 3. According to Supervisor of Elections. I cannot do both. Thank you.
Judi

Sent from my iPhone
Judith D. Beck PA
Florida Executive Realty
Cell: 813.380.3866
Office: 813.972.3430
15802 Amberly Drive
Tampa, Florida 33647

Begin forwarded message:

From: Christian Edwards <cedwards@hcsoe.org>
Date: September 28, 2012 9:23:46 AM EDT
To: 'Judi Beck' <judibeck@msn.com>
Subject: RE: Bio Guidelines & Edits

Judi,

Just to clarify, the resignation period has passed, you would just need to decline the appointment to seat 5.

FW Judi Beck declined seat 5.

Regards,

Christian

From: Judi Beck [mailto:judibeck@msn.com]
Sent: Thursday, September 27, 2012 9:34 AM
To: Christian Edwards
Subject: Re: Bio Guidelines & Edits

I think I will resign from seat 5 and continue candidate for seat 3.

Sent from my iPhone
Judith D. Beck PA
Florida Executive Realty
Cell: 813.380.3866
Office: 813.972.3430
15802 Amberly Drive
Tampa, Florida 33647

On Sep 27, 2012, at 8:24 AM, "Christian Edwards" <cedwards@hcsoe.org> wrote:

Judi,

Please review the response below from our county attorney. Let me know how you would like to proceed.

Best,

Christian

I agree that she cannot hold two seat positions at the same time. She was just appointed to seat 5 and is not able to run for seat 3 right now until after she resigns. Her time to resign has passed. As such, she can either remain in the appointed seat 5 position until 2014, but will need to withdraw her candidacy for seat 3 OR she can refuse the appointment and continue her candidacy for seat 3 position. She is not able to hold both at the same time. I hope this helps.

Thanks

DCM

DeBora Cromartie-Mincey
Senior Assistant County Attorney
Hillsborough County
Office of the County Attorney
ph. (813) 272-5670

FW Judi Beck declined seat 5.

fx. (813) 272-5254

From: Judi Beck [mailto:judibeck@msn.com]
Sent: Tuesday, September 25, 2012 10:21 AM
To: Christian Edwards
Subject: Re: Bio Guidelines & Edits

It's seat 5. Thanks Christian.

Sent from my iPhone
Judith D. Beck PA
Florida Executive Realty
Cell: 813.380.3866
Office: 813.972.3430
15802 Amberly Drive
Tampa, Florida 33647

On Sep 24, 2012, at 8:29 AM, "Christian Edwards" <cedwards@hcsoe.org> wrote:

Judi,

What seat number is Scott currently in?

Thanks,

Christian

From: Judi Beck [mailto:judibeck@msn.com]
Sent: Thursday, September 20, 2012 10:00 AM
To: Christian Edwards
Subject: RE: Bio Guidelines & Edits

Good morning Christian,

I made the changes to the Bio. Thank you for keeping me on the right track. I also had yet another question... I was nominated to the Cory Lakes CDD Board last night to fill Scott Shaw's vacant seat. Is it still legal for me to run for seat 3?

Thank you. Judi

Search like an Agent using this link: <http://beckstampabayrealestate.listingbook.com>

JUDITH D. BECK PA
REALTOR, GRI, e-PRO, Certified Negotiation Expert

FW Judi Beck declined seat 5.

Cell: 813-380-3866

Office: 813-972-3430

Florida Executive Realty

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Email: judibeck@msn.com

Corporate Website: www.floridaexecutiverealty.com