

**MINUTES OF MEETING**  
**CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Celebration Community Development District was held Wednesday, December 28, 2005 at 6:00 p.m. at Town Hall, 690 Celebration Avenue, Celebration, Florida.

Present and constituting a quorum were:

Richard Quinn	Chairman
Peter Crow	Vice Chairman
Steve Katz	Secretary
David Stofcik	Supervisor

Also present were:

Gary Moyer	District Manager: Severn Trent Services
Cheryl Stuart	Attorney: Hopping, Green & Sams
Tom Lang	Shuffield, Lowman & Wilson
Colt Little	Shuffield, Lowman & Wilson
Vance Carper	PBS&J
Don Hempel	ISSA Homes
Rick Morelo	ISSA Homes
Meredith Pickens	St. Joe/Arvida
Page Pierce	St. Joe/Arvida
Brian Smith	District Manager's Office
Rick Woodville	District Manager's Office
Brenda Wright	District Manager's Office
Members of the Public	

**FIRST ORDER OF BUSINESS**

**Pledge of Allegiance**

Mr. Quinn led the *Pledge of Allegiance*.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Mr. Moyer called the roll and stated a quorum was present.

**THIRD ORDER OF BUSINESS**

**Public Comments**

There being no public comments the next item followed.

**FOURTH ORDER OF BUSINESS**

**Discussion and consideration of  
first amendment to Exchange  
Agreement with Carlyle Developers**

Mr. Katz stated at the last meeting I talked to you about the process that we were going to go through in the changing of some of the documents. The first amendment is set up the same

as the exchange agreement and we are going to talk about what we are going to do and make the changes as we go through the document. The original parking easement granted us 51 spaces, however, they discovered that they could only give us 32 of those spaces now and other 19 would not be available until after the condominiums were constructed and turned over to the condominium Association, so they asked us to amend the parking easement to reflect that. Regarding the access agreement, Mr. Stofcik was involved in making some architectural changes to the exit of the driveway to Celebration Avenue. That access agreement has been amended in two ways: first in the drawing it describes where they will have a raised curb so there will not be any way for someone to make a left turn from Celebration Avenue into the project or a left turn out of the project onto Celebration Avenue. Secondly, there is a statement in here that has to do with the sidewalk in front of the project. In paragraph two on page two, Carlyle acknowledges that such easement restrictions and other matters set forth in the plat of Celebration Village II, partially assigned by The Celebration Company to Carlyle, the CDD owns and controls tract 336 and the sidewalk located thereon and has the right to take such measures as the CDD deems appropriate to ensure the safe use thereof. That is basically the concern that we raised at the last meeting about pedestrians and bike traffic that would cross in front of the project where drivers who are going out might not be able to see a skate boarder or a bicycle, so we have the ability at that point, as we always have, to acknowledge in writing that we have the use of that sidewalk as our own and we determine what to do with it. After we deeded the property to them and after they deeded their property to us, we had all of the documents filed and put everything behind us. The last document is a General Release where both sides forgive and forget. I will make a motion to approve this.

Mr. Quinn asked what is the nature of Consent and Subordination Agreements?

Mr. Katz stated those are all a part of the original document that had to do with the lien holders, who have rights on that property.

On MOTION by Mr. Katz, seconded by Mr. Stofcik, with all in favor, approval was given to the amendment to the Exchange Agreement with Carlyle Developers.
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Mr. Katz stated what happens next is, the Enterprise Board is going to be involved in getting the easement from The Celebration Company so they can have that lift station placed on the property that we own, but The Celebration Company has the right to the easements on the tracts that they gave us in Celebration Village. That will occur at a meeting in January and once that occurs they will agree that the transfer of property is acceptable to them. All of the documents that we have been going through will all be signed by everyone and we will get a package of those documents for Ms. Stuart, Mr. Moyer and me to review. There are a few other things like the appraisal and title insurance that we have not seen, but once all of those are done we will have a schedule on closing and Mr. Quinn and I will sign the documents.

**FIFTH ORDER OF BUSINESS**

**District Manager's Report**

**A. Attorney Invoices for October**

Mr. Moyer stated the invoices were distributed to you for your review.

Mr. Katz asked Ms. Stuart did you bring your time for the Carlyle matters?

Ms. Stuart stated not through today; they have the bill for time through October.

On Motion by Mr. Katz, seconded by Mr. Crow, with all in favor, approval was given to the attorney invoices for October 2005.

**B. Engineering Invoices for October**

Mr. Moyer stated the engineering invoices are included in your agenda package.

On Motion by Mr. Katz, seconded by Mr. Crow, with all in favor, approval was given to the engineering invoices.

**C. Check Register**

Mr. Moyer stated the check registers is included in your agenda package for review. I will ask for the Board to consider the operating

On Motion by Mr. Katz, seconded by Mr. Crow, with all in favor, approval was given to the check register.

**D. Unaudited Financial Statements**

Mr. Moyer stated Mr. Woodville has been working very hard on producing these financials and to his credit we have them for this meeting, although we just received them and they did not get into the agenda package. This gets the Board back on a monthly basis where you will be able to see the financial status of the District.

Mr. Quinn asked how are doing on the long-term fix, are we back on solid ground yet?

Mr. Woodville stated the new system is scheduled to be in effect January 27, 2006 for the financials in the February meeting.

Mr. Quinn asked this is all manual up until then?

Mr. Woodville stated I am running off of the old system and doing some manipulation in Excel, but yes, it is manual.

Mr. Katz stated this is the time of year we start collecting our assessment money. Are you sending it to the State to get the higher interest rate?

Mr. Moyer stated yes, we invest it with the State Board of Administration.

Mr. Crow asked what kind of interest rate do we get from the State?

Mr. Moyer stated it is not significantly higher than a money market with SunTrust, but because they have literally billions of dollars of State and local money to invest, they have a much wider, more diverse portfolio than if we went to SunTrust.

Ms. Stuart stated it is a variable rate they pay because they adjust it based on the portfolio.

#### **E. Carlyle Highlight Report**

Mr. Moyer stated Mr. Smith and I met with Mr. Hempel and his Field Manager, which is contemplated in the First Amendment to the Exchange Agreement that we would meet on a monthly basis. Carlyle will provide us, starting the middle of January, with a monthly progress report and the anticipated work that will take place in the following month to keep the Board up to speed on what is happening and to the extent that their work, in anyway, affects the public, we will post that on the Front Porch so our Celebration residents are aware of what is going to take place that might affect them. One of the things that we did work on this afternoon that will ultimately come back to the Board, as Mr. Katz indicated in his presentation, we have some concerns about sight lines relative to the sidewalk. We will run this by Mr. Stofcik, but the sidewalk is currently seven feet from the curb inward toward the project and the concern is that until we actually see what is on the ground, we are not sure what those sight lines are with the way it is configured right now. One of the ways to get

more sight line is to bend the sidewalk a little bit toward the curb and pick up some footage so we can move the stop bar to get it out of the way of the condominiums. I think we want to save the sidewalk; there is all of that parking along Celebration Avenue and where do those people go when they get out of their car when they do not have a sidewalk. We are in the mindset of trying to solve the sight line problems, even if we need to adjust the sidewalk.

Mr. Crow stated of all of the possible outcomes it certainly would be the one that would cause the least amount of grief down the road from the resident's standpoint, but if the sidewalk is harassing, physically, when they get to Front Street, they have to cross the street to the other side and then cross back.

Mr. Moyer stated we are not giving up on it yet. Currently the way the agreement is structured, if we feel we have a problem with sight distances and there is a safety concern for the children, the District can address that even if it means removing the sidewalk, but I think we need to continually work through some iterations on where that sidewalk will lay out before we do that.

Mr. Quinn asked what would the process be for me or any of the other Supervisors to arrange for a hardhat visit to the construction site?

Mr. Morelo stated call me and I will take you out there.

Mr. Quinn stated I think everybody would become a little more familiar with what is inside the green fence as well.

Ms. Stuart stated I would ask that two of you do not go at the same time.

Mr. Katz asked Mr. Moyer, what did you mean by bending the sidewalk?

Mr. Moyer stated move it closer to Celebration Avenue to give you more space. As you are aware, when you and I met the concern was that the back of the building sits very close to where the stop bar is.

Mr. Katz stated the back of the sidewalk is so close and that normally is where people walk.

Mr. Moyer stated the way to do this is to move that sidewalk five or six feet closer to Celebration Avenue. Yes, it brings it closer to Celebration Avenue, but it also moves that stop bar four or five feet away from that building so you could get better sight lines down the sidewalk, which is really what we are concerned about.

Mr. Stofcik asked how much room then do we have between the sidewalk and Celebration Avenue as it crosses their driveway because then you are starting to minimize the raised curb?

Mr. Moyer stated you are absolutely right and that is one of the things we need to look at. This might come down to being inches.

Mr. Katz asked Mr. Hempel have you talked to the Stetson people about the fact that you are using their driveway as opposed to the driveway they are eventually going to have off of Front Street?

Mr. Hempel stated Mr. Morelo is in touch with Mike Mekdici and they talk to each other back and forth, so he is abreast of everything that is going on.

Mr. Katz stated he asked me to ask you if you could open up that driveway sooner than later so your construction trucks can drive through off of Front Street as opposed to coming in through the school traffic and Stetson's driveway.

Mr. Smith stated we talked to Mr. Morelo about that.

Mr. Katz stated the question is, can you prepare some temporary driveway for them to bring in all their trucks off of Front Street.

Mr. Hempel stated until we start building 1, there is no reason why they cannot come off Front Street. I was not aware that they were coming through Stetson.

Mr. Katz stated that is the only access they have out there. Do they have two driveways?

Mr. Hempel stated there is a driveway off of Front Street on Campus.

Mr. Katz stated the access to Parcel A parking lot is through Stetson's driveway, but that is the only driveway that I have seen on your plans as being available for any access to the Stetson property.

Mr. Morelo stated the construction traffic should be coming off of Campus.

Mr. Katz stated I saw construction people's cars parked in front of Stetson.

Mr. Quinn stated the driveway to the old lot is still there.

Mr. Morelo stated that is the construction entrance; they should not be using the Stetson entrance. I will take care of that tomorrow.

Mr. Katz asked are you going to be fencing in the area soon for the construction traffic to drive through a separate gate?

Mr. Morelo stated it is fenced in now.

Mr. Katz asked is there a gate on the Campus side for them to come through?

Mr. Morelo stated yes.

Mr. Katz asked there is no gate access on the other side for them to come through?

Mr. Morelo stated there is access there, but it should not be used at this point.

**F. Proposal from Albritton Williams**

Mr. Moyer stated Larry Walter prepared a driveway plan to access the piece of property on Celebration Boulevard next to the Issa Office Building, which the District owns. At that time it was explained that in order to get that permit that the contractor actually pulls, we have to obtain a price quote from Albritton Williams to do that driveway and the cost will be \$7,750 plus whatever it costs for permits and payment and performance bonds, which will not be necessary because of the amount of the contract, but the permits will be. I would ask the Board, if they desire to proceed, to approve the Albritton Williams contract.

On Motion by Mr. Katz, seconded by Mr. Crow, with all in favor, approval was given to the Albritton Williams contract in the amount of \$7,750.
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Mr. Quinn asked that piece of property is getting ready to be fenced?

Mr. Moyer stated we have staked it and found out where the utility lines are.

Mr. Quinn asked is this before we get the phone calls from the residents driving out Campus Street and driving up Celebration Boulevard? What are the plans to make the property more aesthetically pleasing with a chain link fence from the outside?

Mr. Moyer stated it will have to be landscaped and at this point we do not have those plans, but we will have to do that.

Mr. Quinn stated I was thinking back when the issue was raised when the storage facility was put in on Celebration Place before the landscaping was put in. I just want to make sure that we are going to landscape it.

Mr. Smith stated we have a green fence up now and as it becomes a permanent facility it will be landscaped.

**G. Tree Replacement Schedule**

Mr. Moyer stated Mr. Smith also distributed the tree replacement schedule as a standard report.

Mr. Smith stated we are about a week behind this schedule, but Davey Tree is committed to catching up on this schedule, which I do not see a problem. They had some delivery problems.

Mr. Quinn asked have you been told about the Reforestation Grant Program that is available for Central Florida?

Mr. Smith stated I have information on that.

Mr. Quinn stated I was at the County Board of Commissioners meeting two weeks ago and the County announced that they are applying for a grant. The HOA had intended to look at the process.

Mr. Smith stated I talked with a gentleman who has done grants for us in other communities and he processes governmental recreation and reforestation grants. I will ask him to help us expedite that process.

Mr. Quinn stated I just wanted to make sure we did not lose the opportunity to see if we were eligible for some of that.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney – Artisan Club Tract Conveyance**

Ms. Stuart stated in your agenda package under section 6A is a description of the request to convey back certain lands that was previously approved as a replatting of this property in Artisan Park. There is a form of a Special Warranty Deed in your agenda package and a quit-claim deed to be utilized for that purpose. There was an original plat and this is the follow-up to the re-plat, based on the original configuration of the ponds and the parcel as it was ultimately designed and permitted. I am seeking approval of the quit-claim deed.

Mr. Katz asked it is areas 1, 2, and 3?

Ms. Stuart stated in the legal description we have.

Mr. Katz asked are these the areas that are in question?

Ms. Stuart stated it is Exhibit B, but it is going to be attached as Exhibit A to this deed.

Ms. Meredith Pickens stated it had been originally attached to the Special Warranty Deed, which is the same Exhibit A, but it gets attached to the quit-claim deed. We understand that

there were some concerns about a special warranty deed versus a quit-claim deed. The title company was fine with a quit-claim deed and Ms. Stuart's office provided the ones you used in the past.

Mr. Katz moved to approve the issuance of the quit-claim deed for Artisan Park. Mr. Stofcik seconded the motion.
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Ms. Pickens stated the original configuration in our development plan showed a different layout to the stormwater areas as to where we thought those were going to go. Unfortunately, due to sight constraints, those areas changed slightly. We did an original plat of the property and then we did a re-plat and the CDD signed the re-plat. When we started closings the title company came back to us and said that they understood that the conveyance was done by the re-plat. In addition to the re-plat they wanted to have a deed for the conveyance as well so that those properties sold with the lots, had gone to the CDD and came back as stormwater areas and vice versa. Basically it is a wash as to the net acreage of the land and the configuration had changed due to the design.

Ms. Stuart stated this is what is following up the re-plat.

Mr. Pierce stated A is the final re-plat and those yellow tracts are what you own now. If you go to Exhibit B the yellow areas are what the title company thinks you still own and I think that is what needs to be conveyed back.

Mr. Katz stated that is why we want to do it as a quit-claim deed because neither one of us thinks we actually own it.

By unanimous vote the above motion was approved.
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Mr. Quinn stated now that this is taken care of, I wanted to let the rest of the Board know that prior to the meeting I did have another conversation with counsel for St. Joe and I asked them to consider, at some future date, opening up discussions with the District regarding the Arvida property that we just did the quit-claim deed on. There is a piece of land that is owned by St. Joe and that piece of land is never going to be built on.

Ms. Stuart stated that is potentially for the drainage system.

Mr. Quinn stated that piece of land is necessary to connect that piece of Artisan Park with Pritzker property on the other site. On the original plans for the community back in 1994 and the last ones I had up through 1999 was still showing it as being a road. Somewhere between then and 2002 that road disappeared. I have gotten a substantial number of inquiries and concerns raised by people who live in the southern half of the community that the only way out of town is Waterside Drive. The folks from St. Joe have agreed, at some future date, that they would be willing to sit down with the District and enter into discussions about the possibility of using that space and that connection between the two pieces to actually put in a southern connection so that people who live in that part of town will have easy access to exit from the community, which is especially important in case of an emergency or some event in the middle of town.

Mr. Katz asked did you not put the condos in front of that connecting road?

Mr. Pierce stated there is a turnaround circle at the very end and the parcel that Mr. Quinn is referring to is just a scraped down area, actually where we are housing some of our construction trailers.

Mr. Katz stated Celebration Avenue dead ends back there in the cul-de-sac and you have land behind the condos.

Mr. Pierce stated it is just a flat piece and the jogging trail goes through there as well.

Mr. Katz stated the land you are talking about was the backend of a subdivision and now Pritzker owns that land and there was supposed to be an internal road to connect the two areas.

Mr. Pierce stated if you would like to discuss something we would certainly not say “no, we do not want to discuss it.” I think the entire issue is very complicated because I believe we have stated that a road would not go in. I do know that a number of residents have asked me specifically to assure them that there will not be a road because they are concerned about the high school traffic that would come through that area. I would be happy to sit down and discuss it with you, but it is very complicated. We do not own that little bridge piece there and I think there are a number of assurances that it would go away. We have a plat that has a termination of that road.

Ms. Pickens stated I think what we need to do first is research the title to that property to confirm the ownership of it, check our governing documents to see if promises were indeed,

made to residents in writing, see what the consequences would be if the connection was made, what type of traffic would be allowed through there and what impact it might have. As Ms. Stuart mentioned earlier, it might require a change in the DRI and there are all kinds of discussion points that we could sit down and discuss. We need to do some research on our end and we do understand the concern and if there is something we can do while still upholding any guarantees that were made in the documents and to our residents, we can certainly explore that.

Mr. Quinn stated it was never intended to be a high speed exit; it was intended to be a way to connect two pieces of property internally.

Mr. Katz stated the land use had changed on the Celebration Boulevard side before they bought their property. When Pritzker bought the land down to World Drive it was changed to apartments with internal roads and houses from World Drive to Waterside Drive, which was the original map, so where Artisan Park is now was another unnamed village and that was a subdivision on Celebration Boulevard and Celebration Avenue that dead ended into Artisan Park, although it was an unnamed village and there was a little road that ran through similar to Nash to Oak Shadows to connect Roseville Corner to East Village, but you ended up going behind that little subdivision to get to Celebration Boulevard, which was not a straight shot.

Mr. Crow stated it is a concern for the folks down there because of the distances they have to travel and because the access to World Drive and the Interstate is quite close. I also realize that there is perhaps a lack of interest on the part of this Board to do this, but if you would take another look at some point, if nothing else to raise consciousness of the citizens, particularly down in that area, expressing that interest.

Mr. Quinn stated the majority of the emails and calls I receive are from people who live in Artisan Park.

**B. Engineer**

There being no report the next item followed.

**C. District Representative**

There being no report the next item followed.

**D. Consideration of Legal Counsel**

Mr. Moyer stated I have asked Tom Lang to attend this meeting this evening to tell the Board about himself. There were a couple of firms that we asked to respond based upon

recommendations we had received. People that Ms. Stuart and I have worked with in central Florida and have experience with Community Development Districts, we came to the conclusion that based on our involvement with Mr. Lang in some of these Districts that he was the best fit for this Board. We also contacted the Overstreet firm, which is a local firm in Kissimmee that Larry Walter indicated was very well respected locally, to come and present their proposal to the Board; however, they got back to Mr. Walker and indicated that CDDs were not their business and therefore they respectfully declined attending this meeting. I asked Mr. Lang to come and talk to you and give you his qualifications.

Mr. Lang stated I am with the law firm of Shuffield, Lowman and Wilson. We have approximately 25 lawyers and we represent ten other CDDs in central Florida. There is a team made up of Jan Carpenter, Colt Little and myself. We would be very interested in this CDD and we appreciate the opportunity to talk to you. We spend a lot of time with CDDs and we are very familiar with CDDs and their operation. I have practiced law in central Florida for 30 years. We do a lot of public finance, local government, real estate and taxation. I will be more than willing to answer any questions you might have.

Mr. Katz asked do you normally attend all of the meetings or are you on call?

Mr. Lang stated there is a combination; of the ten clients, we attend all meetings for eight. There are some CDDs that say that they do not want us to attend all meetings, but that is your choice.

Mr. Katz asked do you have resident Boards?

Mr. Lang stated we have one that is a resident Board and some are in the process of transitioning.

Mr. Quinn stated all of the elections hereon will be general elections.

Mr. Katz asked do you have a list of the Districts you are currently representing?

Mr. Lang stated we represent Lake Ashton, one or two in Polk County, Overoaks, Horizons West, Reunion East and West and one residential in Polk County.

Mr. Quinn asked of all of those Districts, which are the two that you would most like us to talk to on your behalf and who would you least like us to talk to?

Mr. Lang stated I would say you could call any one of them. We represent Bonnet Creek, which is a commercial CDD.

Mr. Katz asked who do you deal with at Reunion?

Mr. Lang stated Jim Cooper. Ms. Carpenter does most of the work at Reunion. Grand Haven would be the one to talk to if you wanted one where there is no landowner control.

Mr. Crow asked who do you deal with at Bonnet Creek?

Mr. Lang stated it is Brooksville; either Bill, Herb or Jim.

Mr. Katz asked you have three people that deal with CDDs?

Mr. Lang stated we have three people that would be assigned with two paralegals, so there is always somebody to do any research. Ms. Carpenter is a partner and either she or I can attend the meetings.

Mr. Crow asked what do you want to know about us?

Mr. Lang asked can you tell me what the biggest challenge that I would be facing?

Mr. Katz stated going beyond our legislative authority. That is the biggest challenge you will have, keeping us focused on what we have the ability to do.

Mr. Quinn stated the other challenge that will eventually occur, but has not yet, is that the community is getting very close to the size where in the not too distant future, we are going to have to deal with that section of the Statute that deals with the referendum for incorporation.

Mr. Moyer stated the only CDD that has gone through the incorporation process is Weston.

Mr. Crow stated you said you had one in Flagler County, which has transitioned to a resident Board.

Mr. Moyer stated in Grand Haven. I do not think they meet the incorporation requirement because they are right next to the City of Palm Coast.

Mr. Katz stated we meet on the third Wednesday at 6:00 p.m. Is that okay with your firm?

Mr. Lang stated it is no problem whatsoever.

## **SEVENTH ORDER OF BUSINESS**

### **Supervisor Requests**

Mr. Katz asked when is our next workshop?

Mr. Quinn stated probably not until the first of February. We have a regular meeting scheduled for January 18, 2006.

Mr. Katz stated we need to get the audit issue done as soon as possible. I would like to make sure that on January 18, that we have the ability to approve an auditor. We need to be able to approve an audit by the March meeting so we can meet the bond disclosure

requirements. I know Severn Trent has some issues, but I do not want us to be holding anything up.

Ms. Stuart stated the committee has to meet at a noticed meeting to set the criteria.

Mr. Moyer stated we did establish the criteria.

Ms. Stuart stated you appointed the committee with Ms. James, Mr. Quinn and Mr. Woodville. Did the committee have a noticed meeting? They have to have a noticed public meeting in which they set the criteria for what gets in the RFP. They have to meet to do that. Did they have that meeting?

Mr. Moyer stated no.

Ms. Stuart stated they have to do that. At that point you get your criteria, the committee approves it and then the RFP goes out and then you get proposals back, the committee reviews them and makes a recommendation to the Board. You need to find a committee date immediately so it can be noticed.

Mr. Katz stated they already have a committee. Do they need to ratify the criteria?

Ms. Wright stated I think the other office jumped the gun in soliciting those RFPs.

Ms. Stuart asked what notice did you use and what criteria did you put in the RFP? You have to give the proposers the weighting of the criteria and in another Severn Trent office they did not put any criteria in, just the proposals and they sent them all back. You have to put out the criteria; it is weighted 20 points for each category on whatever it is. That is the entire point of giving the proposers the criteria with the weightings.

Mr. Quinn stated there was discussion we had at the last Board meeting saying that we needed to set the weights on the criteria.

Ms. Stuart stated the committee has to do that and the criteria is pretty simple, but your big issue is to consider price or not and how much do you weight it. How quickly can you get an ad in the paper?

Ms. Wright stated I do not think I can get one in Sunday's paper, but with the holiday I am not sure. Sometimes they move the deadlines up.

Ms. Stuart stated get a committee meeting noticed and the next day you can put out a notice of the RFP and in the package that goes out with the instructions you attach the sheet the committee approved at that meeting. There is no statutory timeframe for how long it has to be on the street.

Mr. Moyer stated since you already have proposals you can give it a week.

Mr. Stuart stated give the proposals a week then have the committee meet right before Board meeting and notice that as a committee meeting in addition to whatever else you are doing.

Mr. Quinn stated see if we can do this on January 9.

Mr. Katz stated the proposals will come back and you can have the meeting January 18 at 5:30 p.m. I suggest that as part of the weighting they will be able to complete the audit by the March meeting.

Mr. Moyer stated that is part of the criteria; the ability to perform according to the time schedule. My bigger concern is, given the computer problems at Severn Trent, if you are even going to have the financial statements to audit. Back to the issue of legal counsel, what does the Board want to do with that? Mr. Lang indicated that he would be willing to serve at the same rates that we are currently paying Ms. Stuart, which is an hourly rate.

Mr. Katz stated I would like for Ms. Stuart to stay until the end of the Carlyle deal. Are you working on any outstanding issues?

Ms. Stuart stated I will help Mr. Moyer get through the Carlyle deal in any event. I am not going to leave the Artisan Park deal or the Carlyle deal hanging. A continuing matter is not a problem because those are professional obligations.

Mr. Katz stated I think we will be okay until the January meeting.

Ms. Stuart stated you probably will want to get a proposal from Mr. Lang and bring it to your January 18 meeting.

Mr. Crow asked are you continuing to represent Enterprise?

Ms. Stuart stated yes.

Mr. Katz stated you are finished as of January 1.

Ms. Stuart stated yes. I have worked with Mr. Lang and he is a very good lawyer, as well as Ms. Carpenter. They know what they are doing and I am sure the transition will not be an issue. I do want to make sure that you get your audit done right. I sent Severn Trent an entire package.

Mr. Katz stated at the last meeting Matt Kelly was here and he offered to talk about the interconnect and I do not want to let that die.

Mr. Quinn stated he would be willing to sit down and talk about it after the first of the year and that is next week.

Mr. Katz stated I would like for Mr. Moyer and Mr. Crow to meet with him to let him know we are interested.

Mr. Quinn stated the key is to approach Mr. Kelly from the perspective of, what is it we need to have in place to make it happen, costs, benefits or whatever and we are sincerely interested in making it happen.

Mr. Moyer stated I think Mr. Quinn's suggestion is a good one and that is to tell him where we want to end up at the end of the day. I think ultimately this Board, short of condemning the right-of-way, does not have a lot of leverage in moving that along if Mr. Kelly does not want to cooperate; it is a quid-pro-quo situation. What can we give him that will entice him to dedicate the right-of-way for the road? It might be access to remaining parcels that might be available, perhaps making it a two-lane road in a limited right-of-way rather than a 60-foot County right-of-way. Those are the things that I think you need to sit down and talk to him about; how do you give him usable property, give him access by building the road, accomplish your purpose and give him something at the end of the day where he can make some money on it. Otherwise, I do not see where we are going to go anywhere.

Mr. Stofcik stated I think we need to keep in mind also that if we pursue this access to Celebration Boulevard through St. Joe that could negatively impact the traffic and concurrency issues, things that The Celebration Company could build on Celebration Boulevard in terms of office space. If we push that access through Artisan Park to Celebration Boulevard, there is probably going to have to be a new traffic study done for that entire boulevard and that could negatively impact the amount of square footage that can be developed on that boulevard, which is something we need to consider as well.

Mr. Crow asked are you saying that the interconnect between North and South Village would be okay as long as we do not cross the Artisan Park access?

Mr. Stofcik stated once that access is there people are going to use it and it is currently not in anybody's plans.

Ms. Stuart stated it is not in the model. We just need to keep this in mind and invite a representative from The Celebration Company at some point as we proceed.

Mr. Quinn stated I think St. Joe is not a discussion that is underway, it will be at some future date and would they be willing to sit down at that date and discuss the possibility. I understand where you are coming from with that, but I think that is from the perspective of the Celebration Boulevard to Celebration Boulevard connector. I like your point of the nature of the connection between those two pieces of the Boulevard having a major impact on The Celebration Company's ability to see their way clear to deal with. If it was the way it was originally laid out, which is a four-lane, 60-foot Boulevard; however, when you think about that piece of land as a two-lane road that connects the two, but does it in such a way that maximizes the accessible land on either side of the road so that you open up the opportunity for perhaps recreational facilities at some point.

Mr. Katz stated on the other side behind the hospital.

Mr. Quinn stated right and the less wide the road the more the flexibility in the discussion.

Mr. Crow stated I am not asking that they be limited in their thought process when you talk to them, I just wanted to ask you guys to go and keep the door open.

Mr. Moyer stated if that is what it takes it might end up being a District road and we operate and maintain it. If it is a sub-standard right-of-way the County will not accept it.

Mr. Katz stated they might not let us build it because the public is actually on the road. We have to build it to County standards.

Mr. Quinn stated for a two-lane road you need 24 feet for traffic and six feet on either side for parking, so it would have to be 36 feet.

Mr. Moyer stated you would not have parking.

Mr. Crow stated the bottom line is to let Mr. Moyer sit down with Mr. Kelly and gauge the degree of interest.

Mr. Quinn stated I also believe that the initial discussion should be Mr. Moyer and Mr. Kelly.

Mr. Katz stated I have no problem with Mr. Crow going.

Mr. Quinn stated I do; I just believe the initial discussion should be between Mr. Moyer and Mr. Kelly.

Mr. Crow asked do you have an objection to me going?

Mr. Quinn stated my objection is that we ran into this problem once already and I do not want Mr. Kelly to have the opportunity to play off directors/Board members against each other. I would rather keep it at the District Manager and The Celebration Company level and let you two come with a set of parameters under which something can happen and bring it back to the Board and we will deal with. I think we, as a Board, would be better served if we did it that way.

Mr. Crow stated I think we should have a consensus on the part of the Board.

Mr. Quinn stated I have one more issue and my understanding is still cloudy about the steps in the process of dealing with the incorporation issue. I know within the Statute that at some point in time when the community gets to a particular size the State says we must have a referendum. The question was if we were to get to that point we are going to have to do a referendum and if we did it off cycle election years, the District would have to eat the costs of doing the referendum.

Ms. Stuart stated even if it is on cycle you pay the cost, but the cost would be less if it is on cycle.

Mr. Quinn stated but the cost associated with doing it on cycle, which means when there is a general election for the rest of the County, would be substantially less.

Mr. Moyer stated that is true.

Mr. Quinn stated the question has been asked about putting together a chronology of what happens when and the first part of the question is, which is the first step in that process; is it the referendum with a passage that kicks off the Charter process or is it the other way around?

Mr. Quinn asked who tells us to have the referendum, do we decide ourselves or does somebody come to us and say we have enough people to have a referendum?

Mr. Moyer stated DCA (Department of Community Affairs) is supposed to tell us when we meet that threshold.

Mr. Quinn asked is there anything that says that we cannot do anything until they come back and tell us?

Mr. Moyer stated my opinion, in the case of Weston, they proceeded without DCA's involvement at all. They made up their minds as a corporate body that they wanted to pursue incorporation and undertook the cost to do that as a Board.

Ms. Stuart stated after determining they met their criteria.

Mr. Moyer stated they did not have two referendums; they simply proceeded with drafting a Charter, going to the local legislative delegation and convinced them to sponsor a local Bill with the Charter. The Legislature approved that special act, which required the referendum on incorporation and the Charter, so they did it all in one step. I think Mr. Quinn is right; in the normal course you would probably do the referendum to determine if you want to do the Charter then you do the Charter and then come back and do the referendum on the Charter.

Mr. Quinn stated which raises the core of the question; do you take that step, which is a Board decision as opposed to a legislative decision, do you do it in 2006 or in 2008?

Mr. Katz stated Weston CDD turned into the City of Weston. We are not talking about doing that as a CDD, we are talking about being the vehicle for defining how many people live within our boundaries to determine whether or not there is a need for incorporation. It is not apples and apples; it is not even close. All you are trying to do is to say do we have any proactive requirements to get a referendum for incorporation done within the community and what is the procedure for doing it.

Mr. Quinn asked do we take the proactive stance or do we wait for DCA to tell us to do it?

Mr. Katz stated the point is, the second step is, let us assume we go through the process of having the referendum in the 2006 election and the voters are in favor of it. We have to hand that ball off to the people who are actually going to do the work to create the organization because we do not have any rights to handle the HOA issues, we do not have the right to water and sewer. We do not have those things that a city would need to have, so all we are doing is going through a process of telling people to come vote for incorporation and not giving them a plan because we cannot provide that plan. We do not have the ability to become a city like Weston did. You are looking for a consensus now and I think you are way ahead of the ball and you do not even know if we have enough people.

Mr. Quinn stated I am not looking for a consensus; I am asking Mr. Moyer to tell me what the process is and literally lay the process out in a document that says these are the steps.

Mr. Moyer stated I did that and I will be glad to do that again and perhaps I missed answering your question, but I will be glad to take a look at it. I sent you something, but I will send it out again then you and I can talk and if I need to clarify it I will do that.

Mr. Crow stated I think that is a very useful thing to do and it is something that we should be aware of, but I seem to recall that we were going to keep our hands off it completely.

Mr. Quinn stated I thoroughly intend to keep our hands off of it; I just want our hands to be prepared to deal with it when it is presented to us.

Mr. Katz stated I misunderstood; I thought you wanted to.

Mr. Quinn stated my concern is we do not know what it is we need to do or when to do it. For example, let us say in this hypothetical scenario that DCA comes back by March 1 and crunches the numbers and finds that we hit that number and we have to have a referendum. What is the deadline to get Donna Bryant to get it on the ballot?

Mr. Moyer stated it would be at least 45 days prior to the first primary.

Mr. Quinn stated this is what I would like to see laid out.

Mr. Katz stated they would not tell us before the June registered voter number anyway.

Mr. Moyer stated it is not registered voters; it is population density that is the controlling factor for us. Perhaps they might not be in a position to do it until the 2010 census, unless they undertake a special study to determine the population. I would be surprised if DCA would be so proactive that they would come in March of next year and say you have met the criteria.

Mr. Quinn stated unless there are other mechanisms that are played out in Tallahassee that would cause them to have to go back and revisit it and one thing that has been played out in Tallahassee is the entire issue of Districts. There is a number of things that are going on that could conceivably cause DCA to have to trigger something that they really did not want to trigger. I just do not want us to be sitting here unprepared and have them come to us and say now is the time to do it. Perhaps it is just me; everybody else might be crystal clear on all of these timeframes and sequences, but I am not and that makes me uncomfortable.

Mr. Moyer stated I do not think my memos pointed out that we had to get a petition to Donna Bryant by a certain date. All of the legal criteria and legal steps that you had to meet were in that memo, but I will get in touch with the Supervisor of Elections and get those timeframes of when we have to have a ballot question in if we are going to have an election.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Katz, seconded by Mr. Stofcik, with all in favor, the meeting adjourned.

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Steve Katz, Secretary

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Richard Quinn, Chairman