

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

**BOARD OF SUPERVISORS
MEETING
NOVEMBER 19, 2013**

ZEPHYR RIDGE
COMMUNITY DEVELOPMENT DISTRICT AGENDA
NOVEMBER 19, 2013 at 11:00 a.m.

At the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, 33544

District Board of Supervisors	Michelle Pierce Tim Murray John Blakley Bob Bishop Sharon Zad	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Tracy Robin	Straley & Robin
District Engineer	Jeff Hills	Hills & Associates, Inc.

All Cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **11:00 a.m.** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called the **Business Administration** section and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 994-1001 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL 33544

November 15, 2013

Board of Supervisors
**Zephyr Ridge Community
Development District**

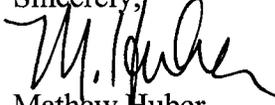
Dear Board Members:

The regular meeting of the Board of Supervisors' of the Zephyr Ridge Community Development District will be held on **Tuesday, November 19, 2013 at 11:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the advance agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Audit Committee Meeting held on August 20, 2013..... Tab 1
 - B. Consideration of Minutes of the Board of Supervisors' Meeting held on August 20, 2013..... Tab 2
 - C. Ratification of Operation and Maintenance Expenditures for July 2013..... Tab 3
 - D. Ratification of Operation and Maintenance Expenditures for August 2013 Tab 4
 - E. Ratification of Operation and Maintenance Expenditures for September 2013..... Tab 5
 - F. Ratification of Operation and Maintenance Expenditures for October 2013. Tab 6
- 4. BUSINESS ITEMS**
 - A. Consideration of SPE Funding Agreement for Fiscal Year 2013/2014 Tab 7
 - B. Consideration of District – SPE Agreement..... Tab 8
 - C. Consideration of Request to Transfer SWFWMD Environmental Resource Permit to Zephyr Ridge CDD Tab 9
 - D. Consideration of September 30, 2011 and September 30, 2012 Audits prepared by McDirmit Davis & Co. (*under separate cover*)
 - E. Discussion Regarding Public Comment on Agenda Items..... Tab 10
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager

6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Sincerely,

Mathew Huber
District Manager

cc: Mark Straley, Straley & Robin
Ed Bulleit, MBS Capital Markets, LLC
Jeff Hills, Hills & Associates, Inc.

Tab 1

MINUTES OF 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 the 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.

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Zephyr Ridge Community Development District was held on **Tuesday, August 20, 2013 at 11:14 a.m.** at the offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, and FL 33544.

AUDIT COMMITTEE MEETING

Present from the Audit Committee:

Michelle Pierce	Committee Member
John Blakley	Committee Member
Bob Bishop	Committee Member
Sharon Zad	Committee Member

Also present were:

Eric Dailey	District Manager, Rizzetta & Company, Inc.
Tracy Robin	District Counsel, Straley & Robin (via conference call)
David Jae	Representative, Lerner Real Estate Advisors (via conference call)
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Dailey called the meeting to order and performed roll call.

SECOND ORDER OF BUSINESS

Review of Proposals for Auditing Services

Mr. Dailey stated that each committee member has turned in a score sheet for the four proposals that were received. He reviewed the fees submitted with the proposals. The audit committee ranked the proposals in order as follows:

- #1 McDirmit Davis with 400 points
- #2 Grau & Associates with 370 points
- #3 Carr, Riggs & Ingram with 355 points
- #4 King & Walker with 334 points

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

August 20, 2013 Minutes of Meeting

Page 2

On a Motion by Mr. Bishop, seconded by Mr. Blakley, with all in favor, the Audit Committee ranked McDirmit Davis as the number one respondent (#2 – Grau & Associates, #3 – Carr, Riggs & Ingram, and #4 – King & Walker) for the Zephyr Ridge Community Development District.

THIRD ORDER OF BUSINESS

Adjournment

Mr. Dailey stated that there was no further business to come before the Audit Committee and asked for a motion to adjourn.

On a Motion by Mr. Blakley, seconded by Ms. Pierce, with all in favor, the Audit Committee adjourned the meeting at 11:15 a.m. for the Zephyr Ridge Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

MINUTES OF 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 the 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.

**ZEPHYR RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Zephyr Ridge Community Development District was held on **Tuesday, August 20, 2013 at 11:16 a.m.** at the offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, and FL 33544.

Present and constituting a quorum:

Michelle Pierce	Board Supervisor, Chairman
John Blakley	Board Supervisor, Assistant Secretary
Bob Bishop	Board Supervisor, Assistant Secretary
Sharon Zad	Board Supervisor, Assistant Secretary

Also present were:

Eric Dailey	District Manager, Rizzetta & Company, Inc.
Tracy Robin	District Counsel, Straley & Robin (via conference call)
David Jae	Representative, Lerner Real Estate Advisors (via conference call)
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Dailey called the meeting to order and performed roll call.

Mr. Dailey stated that Mr. Robin had circulated an agreement regarding the purchase of some bonds and he was on the conference call to review the agreement.

Mr. Robin reviewed the agreement for the Board members. He stated that the agreement is really between the bondholders and only involves the District tangentially. Mr. Robin stated that Todd Taylor that owns the commercial piece of the District also acquired some of the bonds. He stated that Mr. Taylor has come to an agreement with his fellow bondholders that he is going to surrender his \$180,000 worth of bonds. Mr. Robin stated that the other bondholders have agreed that Mr. Taylor will be able to receive \$185,000 worth of credit for the bonds he surrenders against what is owed on his 2006B assessment on the commercial property.

He stated that it is an agreement between Mr. Taylor and the bondholders and the agreement is to memorialize that and then to direct the District on its assessment lien roll to credit or reduce the outstanding balance that is on the commercial property. Mr. Robin stated that after the application

of the \$185,000 it would leave approximately \$69,208 remaining outstanding in B bond debt assessments on the commercial property.

He stated that it doesn't have any effect on the District and the only reason the District is a party to it is the District has to make the entry on the assessment lien roll to reflect the credit. Mr. Robin reviewed the specifics of the agreement with the Board members. He stated that the District won't suffer any expense as a result of the agreement. Mr. Robin stated that he would like the Board to approve the agreement as it relates to the District and authorize the Chairman to execute the agreement subject to the bondholder's name and the expenses for legal services being inserted and approval of District Counsel. He stated that the District would still need to move to the next stage of the getting the bonds restructured so that the lots can be sold. Mr. Robin stated that he's trying to expedite that so that the District doesn't have to wait 30 days until the next meeting to do one more step. He and Mr. Jae entertained the Board member's questions. Mr. Dailey reviewed the assessment roll for the Board.

On a Motion by Mr. Blakley, seconded by Ms. Pierce, with all in favor, the Board of Supervisors approved the bondholder agreement subject adding in the Bondholder's name and expenses for legal fee and completion of the agreement to the satisfaction of District Counsel and authorized District Chairman to execute the agreement for the Zephyr Ridge Community Development District.

SECOND ORDER OF BUSINESS

Consideration of Minutes of the Audit Committee Meeting and the Board of Supervisors' Meeting held on June 18, 2013

Mr. Dailey asked if there were any additions, deletions, or corrections. There were none.

On a Motion by Mr. Bishop, seconded by Ms. Pierce, with all in favor, the Board of Supervisors approved the minutes of the Audit Committee Meeting and the Board of Supervisors' Meeting held on June 18, 2013 as presented for the Zephyr Ridge Community Development District.

THIRD ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for June 2013

A brief discussion ensued regarding the outstanding invoices.

On a Motion by Ms. Pierce, seconded by Mr. Blakley, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for June 2013 (\$4,609.96) as presented for the Zephyr Ridge Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Recommendation of

**Audit Committee Regarding Proposal for
Auditing Services**

Mr. Dailey stated that prior to the Board meeting the audit committee met and their recommendation to the Board is as follows:

McDirmitt Davis #1
Grau & Associates #2
Carr, Riggs & Ingram #3
King & Walker #4

On a Motion by Mr. Blakley, seconded by Ms. Pierce, with all in favor, the Board of Supervisors accepted the recommendation from the Audit Committee (McDirmitt Davis) and authorized District Staff to send award letters and authorized District Chairman to execute the contract for Auditing Services with McDirmitt Davis for the Zephyr Ridge Community Development District.

FIFTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year 2013/2014
Final Operating Budget**

Mr. Dailey asked for a motion to open the public hearing.

On a Motion by Ms. Pierce, seconded by Mr. Bishop, with all in favor, the Board of Supervisors opened the public hearing on Fiscal Year 2013/2014 Final Operating Budget for the Zephyr Ridge Community Development District.

Mr. Dailey presented Fiscal Year 2013/2014 final budget. He reviewed the assessments with the Board. Mr. Dailey stated that the debt numbers could change based on a bond restructure but from a budgetary standpoint the Board is being asked to adopt the budget based on the numbers in front of them today.

Mr. Jae stated that with the bond agreement the Board approved earlier the bondholders would be looking to move forward with paying off the O&M balance on the SPE's land. He and Mr. Robin entertained the Board member's questions.

Mr. Robin stated that he expected to get a funding agreement with the majority bondholders as a part of the restructure. A brief discussion ensued regarding paying the lights, irrigation, and insurance.

On a Motion by Ms. Pierce, seconded by Mr. Bishop, with all in favor, the Board of Supervisors closed the public hearing on Fiscal Year 2013/2014 Final Operating Budget for the Zephyr Ridge Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2013-08,
Adopting Fiscal Year 2013/2014 Final
Budget**

Mr. Dailey presented Resolution 2013-08, Adopting Fiscal Year 2013/2014 Final Budget.

On a Motion by Mr. Bishop, seconded by Mr. Blakeley, with all in favor, the Board of Supervisors approved Resolution 2013-08, Adopting Fiscal Year 2013/2014 Final Budget (General Fund - \$138,425, Debt Service - \$13,345.92 totaling \$151,770.92) as presented for the Zephyr Ridge Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2013-09,
Imposing Special Assessments and
Certifying an Assessment Roll**

Mr. Dailey presented Resolution 2013-09, Imposing Special Assessments and Certifying an Assessment Roll.

On a Motion by Ms. Pierce, seconded by Mr. Blakley, with all in favor, the Board of Supervisors approved Resolution 2013-09, Imposing Special Assessments and Certifying an Assessment Roll as presented for the Zephyr Ridge Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2013-10,
Setting the Meeting Schedule for Fiscal
Year 2013/2014**

Mr. Dailey presented Resolution 2013-10, Setting the Meeting Schedule for Fiscal Year 2013/2014. He stated that the Board would be meeting on the third Thursday of the month at 11:00 a.m.

On a Motion by Ms. Pierce, seconded by Mr. Bishop, with all in favor, the Board of Supervisors approved Resolution 2013-10, Setting the Meeting Schedule for Fiscal Year 2013/2014 as presented for the Zephyr Ridge Community Development District.

NINTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.

- B. District Engineer
Not present.

C. District Manager

Mr. Dailey presented the Audited Financial Statements for Year Ended September 30, 2012.

On a Motion by Mr. Blakley, seconded by Ms. Pierce, with all in favor, the Board of Supervisors accepted the Audited Financial Statements for Year Ended September 30, 2013 as presented for the Zephyr Ridge Community Development District.

Mr. Dailey stated that the next meeting was scheduled for September 17, 2013 at 11:00 a.m.

TENTH ORDER OF BUSINESS

**Audience Comments and Supervisor
Requests**

Mr. Dailey asked if there were any audience comments. There were none. He asked if there were any Supervisor requests. There were none.

Mr. Dailey stated that there was no further business to come before the Board and asked for a motion to adjourn.

ELEVENTH ORDER OF BUSINESS

Adjournment

On Motion by Mr. Bishop, seconded by Mr. Blakely, with all in favor, the Board of Supervisors adjourned the meeting at 11:45 a.m. for the Zephyr Ridge Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 3

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures July 2013 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2013 through July 31, 2013. This does not include expenditures previously approved by the Board.

The total items being presented: **\$512.36**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Zephyr Ridge Community Development District

Paid Operation & Maintenance Expenses

July 1, 2013 Through July 31, 2013

10101 - Cash-Operating Account

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	1307	80274 71403 06/13	Utility Service 06/13	\$ 409.96
The Tampa Tribune	1308	10003298980-0607	Acct # 1013252 Legal Advertising - 06/13	\$ 102.40
Report Total				<u>\$ 512.36</u>

THE TAMPA TRIBUNE
HIGHLANDS TODAY - HERNANDO TODAY
SUNBELT NEWSPAPERS - THE SUNCOAST NEWS - CENTRO - TBO.com

Billing Inquiries:
 BillingInquiries@tampatrib.com
 1-800-527-2744
 813-259-7339
 Fax 813-259-8041

Fed ID# 46-1115651

10	11	12	15	16	17	18	19	20		
START	STOP	AD NUMBER	DESCRIPTION	PRODUCT	PAGE	SAU SIZE	UNITS	TIMES RUN	RATE	AMOUNT
			Balance Forward							0.00
06/07	06/07	10003296980-0807	2239/NOTICE OF AUDIT REVIEW C Affidavit	Advertising	5	1.00 x 48 LI	48	1	102.40	98.40
			PREVIOUS AMOUNT OWED:							0.00
			NEW CHARGES THIS PERIOD:							102.40
			CASH THIS PERIOD:							0.00
			DEBIT ADJUSTMENTS THIS PERIOD:							0.00
			CREDIT ADJUSTMENTS THIS PERIOD:							0.00

We appreciate your business.
 Please send the remittance stub in with your payment. This will allow us to apply your payment more accurately and timely. Thank you!

RECEIVED
 JUL 9 2013

Date Rec'd Rizzetta & Co., Inc. _____
 M/M approval MH Date 7/10
 Date entered JUL - 9 2013
 Fund 001 GL 51300 OC 4801
 Check # _____

STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	30 DAYS	60 DAYS	Over 60 DAYS	UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE
	\$102.40	\$0.00	\$0.00	\$0.00	\$0.00		\$102.40

24	SALES REPRESENTATIVE	1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
	Gary Rainwater		06/03/2013 - 06/30/2013		1013252		1013252		ZEPHYR RIDGE CDD

MAKE CHECKS PAYABLE TO
 The Tampa Tribune
 P.O. Box 85000
 Richmond VA 23285-5000

Payment is due on the 20th of each month. Past due accounts will be assessed a finance charge of 1 1/2 % per month (18% APR). If you are a governmental entity placing an advertisement that requires multiple notice and the notice is not prepaid by a private party or allowed to be recouped from a private party, you qualify for a 15% discount for the second and successive notice pursuant to section 50.061 of the Florida Statutes. If applicable, please deduct this discount from the amount billed for the second and successive notices and remit the net amount.

THE TAMPA TRIBUNE TBO.com CENTRO

The Tampa Tribune
 P.O. BOX 85000
 RICHMOND, VA 23285-5000

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME	
	06/03/2013 - 06/30/2013		ZEPHYR RIDGE CDD	
23	TOTAL AMOUNT DUE	UNAPPLIED AMOUNT	3	TERMS OF PAYMENT
	\$102.40	\$0.00		Due by the 20th of the Month

21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 60 DAYS
	\$102.40		\$0.00	\$0.00	\$0.00

ADVERTISING INVOICE and STATEMENT

4	PAGE #	5	BILLING DATE	8	BILLING ACCOUNT NAME AND ADDRESS	9	REMITTANCE ADDRESS
	1 of 1		06/30/2013		*01620 ZEPHYR RIDGE CDD SUITE 200 3434 COLWELL AVE TAMPA, FL 33614-8390		 The Tampa Tribune P.O. BOX 85000 RICHMOND, VA 23285-5000
6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER				
	1013252		1013252				

130300010 0001013252 0001013252 0000000000 0000000000000000 000010240 5

Tab 4

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures August 2013 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2013 through August 31, 2013. This does not include expenditures previously approved by the Board.

The total items being presented: **\$2,236.43**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Zephyr Ridge Community Development District

Paid Operation & Maintenance Expenses

August 1, 2013 Through August 31, 2013

10101 - Cash-Operating Account

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	1309	80274 71403 07/13	Utility Service 07/13	\$ 409.96
The Tampa Tribune	1310	10003298759-0726	Acct # 1013252 Legal Advertising - 07/13	\$ 108.55
The Tampa Tribune	1310	10003300564-0724	Acct # 1013252 Legal Advertising - 07/13	\$ 860.96
The Tampa Tribune	1310	10003300564-0731	Acct # 1013252 Legal Advertising - 07/13	\$ 856.96
Report Total				<u>\$ 2,236.43</u>

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 813-259-7339
 Fax 813-259-8041

Fed ID# 46-1115651

10	11	12	13	14	15	16	17	18	19	20
START	STOP	AD NUMBER	DESCRIPTION	PRODUCT	PAGE	SALE SIZE	UNITS	TIMES RUN	RATE	AMOUNT
			Balance Forward							102.40
07/16		P868091	Pmt: Check - Money Order 1308							(102.40)
07/24	07/24	10003300564-0724	2286/ZEPHYR RIDGE COMMUNITY DI TT Pasco Affidavit		9	4.00 x 16.0000	64	1	13.39	858.96 4.00
07/31	07/31	10003300564-0731	2286/ZEPHYR RIDGE COMMUNITY DI TT Pasco		7	4.00 x 16.0000	64	1	13.39	858.06
07/26	07/26	10003298759-0726	2239/ZEPHYR RIDGE COMMUNITY DE Advertising Affidavit		8	1.00 x 61 LJ	51	1	108.55	104.55 4.00
			PREVIOUS AMOUNT OWED:							102.40
			NEW CHARGES THIS PERIOD:							1,826.47
			CASH THIS PERIOD:							-102.40
			DEBIT ADJUSTMENTS THIS PERIOD:							0.00
			CREDIT ADJUSTMENTS THIS PERIOD:							0.00

We appreciate your business.
 Please send the remittance stub in with your payment. This will allow us to apply your payment more accurately and timely. Thank you!

RECEIVED
 AUG 19 2013
 Date Rec'd Rizzotta & Co., Inc. 8/20
 M approval Man Date 8/20
 Date entered AUG 20 2013
 Fund 001 GL 51300 00 4801

STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	22	23	24	25	26	27	28	29	
CURRENT NET AMOUNT	30 DAYS	45 DAYS	Over 60 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE	BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER CLIENT NUMBER	ADVERTISER CLIENT NAME
\$1,826.47	\$0.00	\$0.00	\$0.00	\$0.00	\$1,826.47	07/01/2013 - 08/04/2013	1013252	1013252	ZEPHYR RIDGE CDD

MAKE CHECKS PAYABLE TO

The Tampa Tribune
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 Richmond VA 23285-5000

Payment is due on the 20th of each month. Past due accounts will be assessed a finance charge of 1 1/2 % per month (18% APR). If you are a governmental entity placing an advertisement that requires multiple notice and the notice is not prepaid by a private party or allowed to be recouped from a private party, you qualify for a 15% discount for the second and successive notice pursuant to section 50.061 of the Florida Statutes. If applicable, please deduct this discount from the amount billed for the second and successive notices and remit the net amount.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

THE TAMPA TRIBUNE TBO.com CENTRO

The Tampa Tribune
 P.O. BOX 85000
 RICHMOND, VA 23285-5000

1	2	3	4
BILLING PERIOD	ADVERTISER CLIENT NAME	TOTAL AMOUNT DUE	UNAPPLIED AMOUNT
07/01/2013 - 08/04/2013	ZEPHYR RIDGE CDD	\$1,826.47	\$0.00
		Due by the 20th of the Month	

ADVERTISING INVOICE and STATEMENT

4	5	6	7	8	9
PAGE #	BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER CLIENT NUMBER	BILLING ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
1 of 1	08/04/2013	1013252	1013252	*01542 ZEPHYR RIDGE CDD SUITE 200 3434 COLWELL AVE TAMPA, FL 33614-8390	 The Tampa Tribune P.O. BOX 85000 RICHMOND, VA 23285-5000

130300010 0001013252 0001013252 0000000000 0000000000000000 000182647 4

Tab 5

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures September 2013 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2013 through September 30, 2013. This does not include expenditures previously approved by the Board.

The total items being presented:

\$514.41

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Zephyr Ridge Community Development District

Paid Operation & Maintenance Expenses

September 1, 2013 Through September 30, 2013

10101 - Cash-Operating Account

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	1311	80274 71403 08/13	Utility Service 08/13	\$ 409.96
The Tampa Tribune	1312	10003298774-0809	Acct # 1013252 Legal Advertising - 08/13	\$ 104.45
Report Total				<u>\$ 514.41</u>

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 Fax 813-259-8041

Fed ID# 46-2419106

10	11	12	15	16	17	18	19
START	STOP	AD NUMBER	DESCRIPTION	PRODUCT	PAGE	SAU SIZE	AMOUNT
			Balance Forward				1,826.47
08/28		P873982	Pmt: Check - Money Order 1310				(1,826.47)
08/09	08/09	10003298774-0809	2238/NOTICE OF PROPOSAL REVIEW Affidavit	Advertising	7	1.00 x 49 LI	100.45
							4.00
			PREVIOUS AMOUNT OWED:			1,826.47	
			NEW CHARGES THIS PERIOD:			104.45	
			CASH THIS PERIOD:			-1,826.47	
			DEBIT ADJUSTMENTS THIS PERIOD:			0.00	
			CREDIT ADJUSTMENTS THIS PERIOD:			0.00	

We appreciate your business.
 Please send the remittance stub in with your payment. This will allow us to apply your payment more accurately and timely. Thank you!

RECEIVED
 SEP 12 2013
 Date rec'd Hizzetta's Co., Inc. 9/13
 M/M approval Meh Date 9/13
 Date entered SEP 13 2013
 Fund 001 GL 513000C 4801

STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	Over 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE
	\$104.45		\$0.00	\$0.00	\$0.00	\$0.00		\$104.45

24	SALES REP/PHONE #	24	ADVERTISER INFORMATION						
	Gary Rainwater	1 <td>BILLING PERIOD</td> <td>8</td> <td>BILLED ACCOUNT NUMBER</td> <td>7</td> <td>ADVERTISER/CLIENT NUMBER</td> <td>2</td> <td>ADVERTISER/CLIENT NAME</td>	BILLING PERIOD	8	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			08/05/2013 - 09/01/2013		1013252		1013252		ZEPHYR RIDGE CDD

MAKE CHECKS PAYABLE TO

The Tampa Tribune
 P.O. Box 85000
 Richmond VA 23285-5000

Payment is due on the 20th of each month. Past due accounts will be assessed a finance charge of 1 1/2 % per month (18% APR). If you are a governmental entity placing an advertisement that requires multiple notice and the notice is not prepaid by a private party or allowed to be recouped from a private party, you qualify for a 15% discount for the second and successive notice pursuant to section 50.061 of the Florida Statutes. If applicable, please deduct this discount from the amount billed for the second and successive notices and remit the net amount.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

THE TAMPA TRIBUNE TBO.com CENTRO

The Tampa Tribune
 P.O. BOX 85000
 RICHMOND, VA 23285-5000

A

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME		
	08/05/2013 - 09/01/2013		ZEPHYR RIDGE CDD		
23	TOTAL AMOUNT DUE	* UNAPPLIED AMOUNT	3		TERMS OF PAYMENT
	\$104.45	\$0.00			Due by the 20th of the Month

21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	Over 90 DAYS
	\$104.45		\$0.00	\$0.00	\$0.00

ADVERTISING INVOICE and STATEMENT

4	PAGE #	5	BILLING DATE	8	BILLING ACCOUNT NAME AND ADDRESS	9	REMITTANCE ADDRESS
	1 of 1		09/01/2013		*01788		
6	BILLED ACCOUNT NUMBER			7	ADVERTISER/CLIENT NUMBER		
	1013252			1013252			
				ZEPHYR RIDGE CDD SUITE 200 3434 COLWELL AVE TAMPA, FL 33614-8390		<p>The Tampa Tribune P.O. BOX 85000 RICHMOND, VA 23285-5000</p>	

130300010 0001013252 0001013252 0000000000 0000000000000000 000010445 9

Tab 6

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures October 2013 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2013 through October 31, 2013. This does not include expenditures previously approved by the Board.

The total items being presented: **\$4,609.96**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Zephyr Ridge Community Development District

Paid Operation & Maintenance Expenses

October 1, 2013 Through October 31, 2013

10101 - Cash-Operating Account

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	1313	80274 71403 09/13	Utility Service 09/13	\$ 409.96
McDermitt Davis	1314	25674	Auditing Services FY 09/30/11	\$ 4,200.00
Report Total				<u>\$ 4,609.96</u>

MCDIRMIT DAVIS

CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

605 East Robinson Street, Suite 635

Orlando, FL 32801

407-843-5406

ZEPHYR RIDGE CDD
C/O RIZZETTA & COMPANY, INC.
3434 COLWELL AVENUE, SUITE 200
TAMPA, FL 33614

Invoice No. 25674
Date 09/20/2013
Client No. 26951

Accounting services rendered in reference to
preparation and issuance of audited financial
statements for the year ended 9/30/2011.

Total Due This Invoice \$ 4,200.00

RECEIVED

SEP 25 2013

DATE PAID RIZZETTA & CO., INC.

VM approval Meh Date 9/30

DATE ENTERED SEP 30 2013

AMOUNT 001 GL 51300 CC 3202

Tab 7

FUNDING AGREEMENT

November 19, 2013

Zephyr Ridge Community Development District

Capital Improvement Revenue Bonds, Series 2006A Capital Improvement Revenue Bonds, Series 2006B

The Zephyr Ridge Community Development District ("the "District"), Zephyr Ridge Holdings, Inc., a Florida corporation, as the special purpose entity that holds and controls the single family residential land developed or to be developed in the District (the "SPE"), the holders of the outstanding principal amounts of the Series 2006A Bonds and the Series 2006B Bonds (collectively, the "Bondholders"), Oppenheimer AMT Free Municipals and Oppenheimer Rochester National Municipals, collectively, in their collective capacity as the holder of at least a majority in principal amount of the Series 2006 Bonds (the "Majority Bondholder"), and U.S. Bank National Association, as trustee (the "Trustee") for the Series 2006 Bonds (as hereinafter defined) under the 2006 Indenture (as hereinafter defined), are entering into this Agreement dated as of November 19, 2013 (the "Agreement"). The District, the SPE, the Bondholders, the Majority Bondholder, and the Trustee are collectively referred to herein as the "Parties."

1. Background. The District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 2005-36 enacted by the Board of County Commissioners of Pasco County, Florida (the "County Board") on October 5, 2005, as supplemented by Resolution No. 2006-114 adopted by the County Board on February 14, 2006. Pursuant to the Master Trust Indenture dated as of June 1, 2006 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture dated as of June 1, 2006 (the "First Supplemental Indenture" and together with the Master Indenture, the "2006 Indenture"), each by and between the District and the Trustee, the District issued its \$3,705,000 aggregate principal amount of Zephyr Ridge Community Development District Capital Improvement Revenue Bonds, Series 2006A (the "Series 2006A Bonds"), which Series 2006A Bonds are currently outstanding in the aggregate principal amount of \$3,655,000, and \$6,720,000 aggregate principal amount of Zephyr Ridge Community Development District Capital Improvement Revenue Bonds, Series 2006B (the "Series 2006B Bonds" and together with the Series 2006A Bonds, the "Series 2006 Bonds"), which Series 2006B Bonds are currently outstanding in the aggregate principal amount of \$5,850,000, for the purpose, *inter alia*, of financing the cost of the acquisition, construction and equipping of the 2006 Project. Capitalized terms used herein and not otherwise expressly defined herein shall have the definition assigned thereto in the 2006 Indenture.

The Series 2006 Bonds are secured by the Series 2006 Assessments imposed, levied and collected by the District on lands within the District specially benefited by the 2006 Project, including lands formerly owned by Zephyr Ridge of Pasco, LLC, a Florida limited liability

company (the "Developer" and such lands herein, the "Developer Lands"), and such Series 2006 Assessments constitute a lien on the Developer Lands in accordance with Florida law. The Developer has heretofore failed to pay the Series 2006 Assessments levied on Developer Lands. As a result of the Developer's failure to pay the Series 2006 Assessments levied on the Developer Lands when due, Events of Default as defined in the 2006 Indenture have occurred and continue to exist. Accordingly, the District is authorized under the Act, Chapter 170, Florida Statutes, as amended, and other applicable provisions of law to pursue certain remedial actions against the Developer Lands and any other delinquent real property to recover delinquent assessments for the benefit of the District and the owners of the 2006 Bonds. The District filed its foreclosure against the Developer Lands, but prior to completing the foreclosure, the Trustee (i) acquired certain outstanding tax certificates against the Developer Lands, and (ii) applied for a tax deed to the Developer Lands. The SPE took title to the Developer Lands via tax deed sale dated on August 16th, 2012 (Official Records Book 8741, Page 3253), pursuant to the direction of the Trustee.

The District, the Bondholders and the SPE now desire to sell the Developer Lands with the intent that such property shall become performing and the 2006 Special Assessments levied thereon will be paid regularly. However, prior to selling the Developer Lands, the Parties have determined that it is necessary to make certain maintenance and construction investments to the Developer Lands to prepare certain portions of the property for acceptance by Pasco County and to better position such property for sale (collectively, the "Repositioning Costs"). Once the Developer Lands have been sold and repositioned, the Parties anticipate that the District will be in a position to restructure the Series 2006 Bonds remaining outstanding and modify the 2006 Special Assessments in connection with the restructuring of the Series 2006 Bonds (collectively, the "Bond Restructure"); provided, however, that any such Bond Restructuring will also cause the Parties to incur certain restructuring related costs (the "Restructuring Costs").

2. *Bondholder Funding and Repayment Agreement.* The funds and accounts held under the 2006 Indenture do not contain sufficient amounts on deposit to fund the Repositioning Costs and Restructuring Costs. The Majority Bondholder has agreed to fund the Repositioning Costs, in an aggregate amount not to exceed \$560,000.00, and the Restructuring Costs, in an aggregate amount not to exceed \$350,000.00 (collectively, the "Bondholder Funding").

The Parties hereby agree that the Majority Bondholder's obligation to provide the Bondholder Funding, is expressly conditioned upon the Parties' consent to and approval of the Repayment Agreement (as defined below), which consent and approval is hereby confirmed. As used herein the "Repayment Agreement" means that " moneys generated by the Bond Restructure, net of Restructuring Costs (the "Restructuring Proceeds"), if any, shall first be used to repay, to the Majority Bondholder, the aggregate amount of Bondholder Funding that has been provided to the Trustee by the Majority Bondholder, plus interest accrued at a rate of 7.525% per annum, prior to any of the Restructuring Proceeds being disbursed for any other purpose, including payment of the Series 2006 Bonds or any bonds issued to refund the Series 2006 Bonds (the "New Bonds"), as the case may be." The Parties further agree that the interest rate borne by the New Bonds shall equal 7.50% per annum, or if the maximum rate allowed under Florida Statutes Section 215.84(3), as may be amended from time to time (the "Maximum Rate"), is less than

7.50%, then the Maximum Rate. If, at the time the New Bonds are issued, the Maximum Rate requires the New Bonds to bear interest at a rate that is less than 7.50%, the interest rate due and owing on the Bondholder Funding shall be reduced to such rate that is 25 basis points lower than the Maximum Rate.

3. *Agreement to Transactions Contemplated Herein; District-SPE Agreement.* By their respective signatures below, each Party to this Agreement hereby acknowledges and agrees to perform or cause to happen all of the transactions contemplated in this Agreement, specifically including, the Bondholder Funding and the Repayment Agreement, and direct each of the respective Parties to take any and all action and to do and cause to be done any and all acts and things necessary or desirable to effect and enter into and/or execute, deliver and record, as the case may be, such agreements, certifications and other documents necessary to effect the Bondholder Funding and the Repayment Agreement, including paying the fees and expenses of the Trustee, including legal fees and expenses. In addition, the Bondholders hereby provide written consent and approval of the Agreement between the District, the SPE and the Trustee, dated as of November 19, 2013, and agree to provide funding to the SPE in the amounts and for the purposes set forth therein.

4. *Waiver of Default by the District.* The Bondholders, the Trustee, and the SPE each hereby waive and release the District, including the District's Supervisors, managers, employees, attorneys and agents (collectively, the "District" for purposes of this section), from all claims arising from or relating to this Agreement or the District's performance in accordance with the terms hereof. The Trustee, at the direction of the Majority Bondholder, further waives and releases the District from any claim or other cause of action arising out of this Agreement on the grounds that the District's consent, agreement or performance hereunder constitutes or may constitute an event of default under the 2006 Indenture.

5. *Default and Protection Against Third Party Interference.* A default by any Party to this Agreement shall entitle the other Parties to all remedies available at law or in equity, which may include, but shall not be limited to, the right of actual damages, specific performance and injunctive relief. Each Party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a Party's right to protect its rights from interference by a third party to this Agreement.

6. *Enforcement of Agreement.* In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, the prevailing Party or Parties shall be entitled to recover from the defaulting Party or Parties all fees and costs incurred, including reasonable attorneys' fees and costs for any trial, alternative dispute resolution proceedings and appellate proceedings.

7. *Amendments.* Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties.

8. *Authorization.* The execution of this Agreement has been duly authorized by the appropriate body or official of each Party, each Party has complied with all the requirements of

law, and each Party has the full power and authority to comply with the terms and provisions of this Agreement. Each undersigned Bondholder acknowledges and agrees that it has the full power and authority to execute and deliver this Agreement.

9. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the Parties, and their respective successors and assigns, and no right or cause of action shall accrue upon, or by reason of, this Agreement to or for the benefit of any other person or entity. Nothing in this Agreement, whether express or implied, is intended to, or may be construed to, confer upon any person or entity other than the Parties, and their respective successors and assigns, any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure solely to benefit of, and shall be binding solely upon, the Parties, and their respective successors and assigns. The foregoing to the contrary notwithstanding, the Bondholders shall have no obligations or liability under this Agreement.

10. *Assignment.* No Party may assign this Agreement or the right to receive any money due or to become due under or pursuant to this Agreement without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld.

11. *Applicable Law and Venue.* This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida (excluding its conflicts of laws provisions). Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in Pasco County or Orange County, Florida.

12. *Effective Date.* This Agreement shall be effective only upon execution by all of the Parties hereto.

13. *Severability.* The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

14. *Headings for Convenience Only.* The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

15. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

16. *No Personal Liability of Trustee.* Any provision of this Agreement to the contrary notwithstanding, U.S. Bank National Association has executed this Agreement only in its capacity as the trustee under the 2006 Indenture and not individually or for the purpose of being bound in its individual or personal capacity. None of U.S. Bank National Association or any of its

members, directors, officers or shareholders shall have any individual or personal liability under or related to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

**ZEPHYR RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

By:
Its:

ZEPHYR RIDGE HOLDING, INC.

By:
Its:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

By:
Its:

[OPPENHEIMER FUND NAME]

By:

Its:

Series 2006A Bonds held as of the date hereof:

CUSIP: _____ Par Amount \$ _____

CUSIP: _____ Par Amount \$ _____

Series 2006B Bonds held as of the date hereof:

CUSIP: _____ Par Amount \$ _____

CUSIP: _____ Par Amount \$ _____

[BONDHOLDER]

By:

Its:

Series 2006A Bonds held as of the date hereof:

CUSIP: _____ Par Amount \$ _____

CUSIP: _____ Par Amount \$ _____

Series 2006B Bonds held as of the date hereof:

CUSIP: _____ Par Amount \$ _____

CUSIP: _____ Par Amount \$ _____

Tab 8

AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of November, 2013 (the "**Effective Date**") by and between:

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "**District**"); and

ZEPHYR RIDGE HOLDINGS, INC., a Florida corporation, whose address is 5020 W. Linebaugh Ave., Suite 200, Tampa, Florida 33624 (the "**SPE**"); and

U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, in its capacity as Trustee (as defined below), under the Indenture (as defined below) relating to the Bonds (as defined below).

RECITALS

WHEREAS, the District was established by Ordinance No. 2005-36 enacted by the Pasco County, Florida, Board of County Commissioners on October 25, 2005, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among other things, of financing and managing the planning, designing, engineering, permitting, construction, installation, acquisition, maintenance and operation of the major infrastructure within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District previously determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure pursuant to the Act for the special benefit of the property located in the District (the "**Project**"); and

WHEREAS, in order to finance the Project, the District issued its \$3,705,000 in aggregate principal amount of Capital Improvement Revenue Bonds, Series 2006A (the "**Series 2006 Bonds**"), and its \$6,720,000 in aggregate principal amount of Capital Improvement Revenue Bonds, Series 2006B (the "**Series 2006B Bonds**" and, together with the Series 2006A Bonds, the "**Bonds**") pursuant to that certain Master Trust Indenture (the "**Master Indenture**") and that certain First Supplemental Trust Indenture (the "**First Supplement**" and together with the Master Indenture, the "**Indenture**"), both dated as of July 1, 2006, by and between the District and the U.S. Bank National Association, as successor trustee (the "**Trustee**," and together with the SPE and the District, the "**Parties**"); and

WHEREAS, the Bonds were issued pursuant to the Act and the Indenture; and

WHEREAS, in order to raise funds required to service the debt evidenced by the Bonds, the District levies, pursuant to Chapters 170 and 190, *Florida Statutes*, non-ad valorem special assessments (collectively, the "**Capital Assessments**") against the benefitted lands within the District as more specifically described in one or more *Final Special Assessment Allocation Reports* prepared by Rizzetta & Company, Inc.; and

WHEREAS, to the extent that certain landowners within the District fail to pay all or a portion of the Capital Assessments allocated to their respective lands and such Capital Assessments are not collected and enforced pursuant to the Uniform Method of Collection provided for in Chapter 197, *Florida Statutes* (the "**Uniform Method**"), the District is required by the Indenture and the Act to take certain remedial actions; and

WHEREAS, an event of default has occurred under the Indenture and is continuing due to non-payment of Capital Assessments, thereby resulting in the application of certain remedial provisions of the Indenture and the Trustee's access to funds in the Trust Estate (as defined in the Indenture) for any lawful purpose necessary to enforce and protect the rights of the owners of the Bonds (collectively, the "**Bondholders**"); and

WHEREAS, upon the occurrence of an event of default under the Indenture, the beneficial owners of more than fifty-one percent (51%) of the outstanding Bonds have certain rights to direct remedial proceedings and to request the District to undertake or refrain from undertaking certain remedial actions which the District may otherwise have a right to take as the assessing entity; and

WHEREAS, in order to compromise any disputes between the District and Zephyr Ridge of Pasco, LLC (the "**Developer**"), who owned the real property (the "**Property**") upon which the Capital Assessments remain unpaid, which Property is described in **Exhibit "A"** attached hereto, and in order to avoid the unnecessary and unwanted expense associated with potential litigation, the Developer, the District and certain Bondholders entered into a Settlement Agreement (the "**Settlement Agreement**"); and

WHEREAS, the Developer subsequently defaulted on its obligations under the Settlement Agreement; and

WHEREAS, Pasco County sold certain tax lien certificates related to some or all of the Property (the "**Tax Certificates**"); and

WHEREAS, pursuant to the direction of the Bondholders, the Trustee purchased and acquired certain outstanding Tax Certificates on the Property, as the same are listed in the attached **Exhibit "B"** (the "**Purchased Certificates**"); and

WHEREAS, the Trustee, on behalf of the Bondholders, has acknowledged and agreed in writing that it is in the best interests of, and beneficial to, the Trust Estate to create or cause to be created a special purpose entity to apply for tax deeds on the Purchased Certificates and to own, manage, maintain and dispose of the Property in an orderly and efficient manner, and the SPE was established for such purpose; and

WHEREAS, the District agrees that having the SPE own, manage, maintain and dispose of the Property is in the best interest of the District; and

WHEREAS, in accordance with this Agreement, the District will defer collection of the Capital Assessments encumbering the Property until such time as direction to the contrary is given by the Trustee to the District; and

Whereas, the District has agreed to settle payment of the outstanding operation and maintenance assessments (the “**O&M Assessments**”) on the Property pursuant to the terms of this Agreement; and

WHEREAS, the Parties desire to memorialize their agreement regarding the manner in which the operation and maintenance expenses of the District will be paid; and

WHEREAS, the Parties desire to enter into this Agreement concerning the Property and warrant that they have the right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The recitals stated above are true and correct and they are hereby incorporated by reference as a material part of this Agreement. Each exhibit attached to this Agreement is hereby incorporated by reference as a material part of this Agreement.

2. CAPITAL ASSESSMENTS HELD IN ABEYANCE. The Parties acknowledge and agree that (i) the Capital Assessments shall not be certified for collection using the Uniform Method or otherwise billed to the SPE but shall be held in abeyance and continue to constitute a lien in accordance with Florida law on the Property co-equal with the lien of State, County and municipal taxes and superior to all other liens; and (ii) the Capital Assessments shall be held in abeyance until such time as the District receives notice from the Trustee to the contrary. The Parties anticipate that the District, the SPE and the Trustee will, subsequently, restructure the Bonds in connection with the SPE's efforts to reposition, market and sell the Property.

3. SPECIAL PROVISION REGARDING STATUTE OF LIMITATIONS. Any and all statutes of limitation, or similar time barring defenses, applicable to any causes of action or claims

that arise from or are related to enforceability of the Capital Assessments (the “Waived Claims”) are waived as of the Effective Date of this Agreement, and such waiver is hereby ratified and confirmed. The waiver of the applicable statutes of limitation for the Waived Claims shall continue until the date of the one calendar year anniversary following the District’s receipt of written notice or demand from the Trustee (the “**Trustee’s Demand**”) for remedial action and enforcement of the delinquent Capital Assessments, whether by foreclosure on the delinquent Capital Assessments or collection utilizing the Uniform Method of Collection. The SPE, for itself and its successors and assigns, hereby waives any defense of statute of limitations, or similar time barring defenses, for the period of time accruing from the Effective Date of this Agreement until the date of the one calendar year anniversary following the District’s receipt of the Trustee’s Demand. The time period during which the provisions of this Agreement remain in effect in connection with the Capital Assessments shall not be included in determining whether the statutes of limitation have run against any Waived Claims.

4. TRUSTEE'S RELEASE. The Trustee, for itself and on behalf of the Bondholders, hereby releases and forever discharges the District and any of its trustees, agents, employees, supervisors, officers, attorneys, counsel, managers, and advisors (collectively, the “District Released Group”) of and from all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which the Trustee or the Bondholders may now have or claim to have against any such member of the District Released Group as of and following the Effective Date of this Agreement on account of or in any way concerning, arising out of, founded upon or in any way relating to (i) the District’s failure or refusal to collect or take any action in furtherance of the District’s collection obligations under the Indenture, as is expressly directed or contemplated by the terms of this Agreement, (ii) the District’s dismissal of the foreclosure case filed against the Developer, as is expressly directed or contemplated by the terms of this Agreement, and (iii) the Trustee’s reliance on the enforceability of the above waiver of the applicable statutes of limitation for the Waived Claims.

5. FUNDING AGREEMENT FOR OPERATIONS AND MAINTENANCE EXPENSES.

(a) The SPE acknowledges that certain O&M Assessments on the Property are delinquent due and owing to the District. The District and the SPE agree that in full settlement of the outstanding O&M Assessments, and in consideration of the SPE's prompt payment of the sums set forth below, the SPE shall, (i) on or prior to November __, 2013, make a one-time payment to the District in the amount of \$186,066.91, to fund payment of the District's accounts payable, in its entirety, through September, 2013, (ii) on or prior to November __, 2013, make one-time payments to Providence at Zephyr Ridge, LLC (for \$38,938.00) and J & T Zephyr, LLC (for \$10,498.00), as the other landowners in the District, in amounts correlating to their pro-rata share of the variance between the District's annual budget and actual annual expenditures during fiscal years 2008 through 2013, and (iii) commence paying it's pro-rata share of O&M Assessments for fiscal year 2014 and all subsequent fiscal years, in accordance with Paragraph 5(b) below. For Fiscal Year 2014, the SPE shall receive a credit against the O&M Assessments levied on the Property in the amount of \$12, 600.00, which amount represents the funds

previously advanced by the SPE to the District's for fiscal years 2010, 2011 and 2012 audit expenses. Provided, however, that the Parties both hereby acknowledge and agree that the SPE's obligation and ability to pay the amounts set forth in this Section 5(a) shall be contingent upon the SPE receiving funding from the majority Bondholder under and pursuant to the funding agreement by and among the District, the SPE and the Bondholders dated November 19, 2013.

(b) The Parties agree that, for so long as the SPE owns the Property and is not in default of its funding obligations under this Section, the District shall refrain from collecting O&M Assessments on the Property by utilizing the Uniform Method during the SPE's ownership. Instead, the O&M Assessments on the Property shall be direct billed to the SPE and the SPE shall pay such assessments to the District on a quarterly basis during the corresponding fiscal year.

6. CONVEYANCE TO THE DISTRICT OR THE TRUSTEE; DISSOLUTION OF SPE. In the event that funds are no longer available in the Trust Estate and another funding source has not been secured, or environmental or other changes or circumstances affecting the Property occur which may reasonably result in an increase in risk to the SPE and/or its officers, directors or related entities, as determined by the SPE in its sole and absolute discretion, the SPE may, upon providing thirty (30) days advance written notice to the District and the Trustee, convey the Property or the unsold portions thereof to the District, the Trustee or another special purpose entity established by the District or the Trustee for ownership and maintenance of the portion of the Property so conveyed, provided the SPE first obtains the Trustee's express written approval, which the Trustee shall have the right to refuse or deny at its sole and arbitrary discretion. Notwithstanding the foregoing, no conveyance to the District or a special purpose entity established or controlled by the District shall be made by the SPE without first obtaining the express consent and approval of the District's Board of Supervisors, who shall have the right to refuse such conveyance in the Board's sole and arbitrary discretion. Immediately upon conveying the Property to the District, the Trustee or another special purpose entity as designated by the District or the Trustee pursuant to the provisions of this section, or at such later date as may be mutually agreed upon by the Parties and approved in writing by the Trustee, the SPE may dissolve, whereupon all records of the SPE and the Property will be transferred to the new owner of the Property, or the unsold portions thereof, for maintenance and storage. Throughout its ownership of the Property, the SPE shall refrain from taking any action which, in and of itself, violates or directly results in the violation of any environmental laws applicable to the Property.

7. TERM. This Agreement shall take effect upon execution and delivery by the Parties, shall remain in effect for so long as the SPE owns or holds the Property or any portion thereof, and shall be terminated only upon the mutual written agreement of the Parties hereto or upon the sale or other transfer by the SPE of all of the Property and the dissolution of the SPE as set forth in this Agreement.

8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party to this Agreement shall entitle the other Party to all remedies available at law or in equity, which may include, but shall not be limited to, the right of actual damages, specific performance and/or injunctive relief. Each Party shall be solely responsible for enforcing its

rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a Party's right to protect its rights from interference by any third party not a Party to this Agreement.

9. ENFORCEMENT OF AGREEMENT. In the event either Party is required to enforce this Agreement by court proceedings or otherwise, the prevailing Party shall be entitled to recover from the Party not prevailing all fees and costs incurred, including, but not limited to, reasonable attorneys' fees and costs for any trial, alternative dispute resolution, or appellate proceedings.

10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties.

11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each Party, each Party has complied with all the requirements of law, and each party has the full power and authority to comply with the terms and provisions of this Agreement.

12. NOTICES. All notices, requests, consents and other communications under or in connection with this Agreement (each, a "**Notice**") shall be in writing and shall be hand delivered, mailed by First Class U.S. Mail, postage prepaid, or sent by commercial next business day delivery service, to the Parties, as follows:

If to the District: Zephyr Ridge Community Development District
 c/o Rizzetta & Company, Inc.
 3434 Colwell Avenue, Suite 200
 Orlando, Florida 33614
 Attention: Matthew Huber

If to the SPE: Zephyr Ridge Holdings, Inc.
 5020 W. Linebaugh Ave., Suite 200
 Tampa, Florida 33624
 Attention: Mr. Harry Lerner

If to the Trustee: US Bank National Association, Trustee
 PD-OR-P6TD
 555 SW Oak Street
 Portland, Oregon 97204
 Attention: Mr. Lawrence J. Bell

With copies to: Greenberg Traurig, P.A.
 450 South Orange Avenue, Suite 650
 Orlando, Florida 32801
 Attention: Mr. Warren S. Bloom

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the majority of the banks operating in Pasco County, Florida shall not be regarded as business days. Legal counsel for each Party may deliver Notice on behalf of the Party represented by such legal counsel. Any Party or other person to whom Notices are required to be sent or copied may notify the Parties and other addressees of any change in name or address to which Notices shall be sent or copied by providing written notice of the same to the Parties and addressees set forth herein, and any such change shall be effective five (5) days after such Notice is delivered in accordance with this section.

The SPE agrees to provide prompt written notice to the District of any voluntary or involuntary bankruptcy, insolvency or reorganization action filed by, or with respect to, the SPE, as debtor, or in the event the SPE receives written notice from any governmental agency or authority to the effect that the condition of the Property violates any applicable law.

13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties, the Bondholders and their respective successors and assigns, and no right or cause of action shall accrue upon, or by reason of, this Agreement to or for the benefit of any other person or entity. Nothing in this Agreement, whether express or implied, is intended to, or may be construed to, confer upon any person or entity other than the Parties, the Bondholders, and their respective successors and assigns, any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure solely to the benefit of, and shall be binding upon, the Parties, the Bondholders and their respective successors and assigns. The foregoing to the contrary notwithstanding, the Bondholders shall have no obligations or liability under this Agreement.

14. ASSIGNMENT. Neither Party may assign this Agreement or the right to receive any money due or to become due under or pursuant to this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida (excluding its conflicts of laws provisions). Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in Pasco County, Florida.

16. EFFECTIVE DATE. This Agreement shall be effective only upon execution by both Parties hereto.

17. PUBLIC RECORDS. The Parties understand and agree that this Agreement and all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. CONTINUED ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date first written above.

WITNESSES:

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

Witness Signature
Printed Name:_____

By:_____
Printed Name:_____
Title:_____

Witness Signature
Printed Name:_____

Attest:_____
Name:_____
Title:_____

Date signed: November 19, 2013

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. CONTINUED ON NEXT PAGE.]

US BANK NATIONAL ASSOCIATION,
as Trustee

Witness Signature
Printed Name:_____

By:_____
Printed Name:_____
Title:_____

Witness Signature
Printed Name:_____

Date signed: November 19, 2013

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. CONTINUED ON NEXT PAGE.]

ZEPHYR RIDGE HOLDINGS, INC., a
Florida corporation

Witness Signature
Printed Name: _____

By: _____
Printed Name: Harry Lerner
Title: President

Date signed: November 19, 2013

Witness Signature
Printed Name: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Pasco County Parcel ID: 08-26-0000-00100-0081

Pasco County Parcel ID: 08-26-0000-00100-008A

Pasco County Parcel ID: 08-26-0000-00100-0080

Pasco County Parcel ID: 08-26-0000-00100-0000

EXHIBIT "B"

PURCHASED CERTIFICATES

Tax Year	Parcel ID #	Tax Certificate Holder Name and Address
2008	08-26-21-0000-00100-0000	Royal Tax Lien Services, LLC 179 Washington Lane Jenkintown, PA 19046-3507
2008	08-26-21-0000-00100-0081	Rajendra Gupta 14221 Lake Candlewood Court Hialeah, FL 33014-3013
2008	08-26-21-0000-00100-0080	Taxvest LTD Partnership P.O. Box 7 Montague, MI 49437-0007
2008	08-26-21-0000-00100-008A	Taxvest LTD Partnership P.O. Box 7 Montague, MI 49437-0007

Tab 9



NOTIFICATION AND REQUEST FOR TRANSFER OF ENVIRONMENTAL RESOURCE PERMIT

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

2379 BROAD STREET, BROOKSVILLE, FL 34604-6899 (352) 796-7211 OR FLORIDA WATTS 1 (800) 423-1476

Permits issued by the District are contingent upon the continued ownership, lease or other legal control of property rights in underlying, overlying or adjacent lands, or the power to acquire such property rights through eminent domain. District rules require a permittee to notify the District within 30 days of any sale, conveyance or any other transfer of a permitted surface water management system or the real property at which the system is located. The District will transfer the permit provided the land use remains the same. The permittee transferring the permit will remain liable for any corrective actions that may be required as a result of any permit violations that occurred prior to the sale, conveyance or other transfer. If only a part of the surface water management system or the real property at which the system is located is conveyed, or the ownership, lease, or other legal control is divided, the permit shall immediately terminate unless the permit is modified or transferred pursuant to District rules. AN AUTHORIZED AGENT MUST PROVIDE A LETTER OF AUTHORIZATION from the Permittee or NEW Owner authorizing the Agent to execute this Transfer. PLEASE TYPE OR PRINT ALL INFORMATION ON THIS FORM.

Section 1. - COMPLETE THIS SECTION FOR ALL NOTIFICATIONS OF TRANSFER.

The District is hereby notified that the NEW owner identified in Section 2. or Section 3. below has acquired ownership of the surface water management system and the real property described in the permit referenced below. A copy of the recorded deed conveying title is attached.

Permit No.: _____ Permittee: _____

Project Name: _____ County: _____

Permittee Address: _____

City, State, Zip: _____

Signature of Permittee or Authorized Agent* _____ Date _____

* (signature not required if recorded deed has Permittee's signature)

Name and Title of Authorized Agent _____ Telephone (Permittee) _____

Section 2. - COMPLETE THIS SECTION ONLY IF CONSTRUCTION HAS NOT BEEN COMPLETED AND THE PROJECT HAS NOT BEEN TRANSFERRED TO THE OPERATION AND MAINTENANCE (O&M) PHASE. IF THE O&M PHASE OF THE PERMIT HAS BEEN ISSUED, COMPLETE SECTION 3.

Transfer of this permit is subject to all terms and conditions contained in the permit, the provisions of Chapter 373, Part IV, Florida Statutes (F.S.), and Rules 40D-1.6105 and 40D-4.351, Florida Administrative Code (F.A.C.). By signing this transfer the NEW owner, acknowledges the receipt of a copy of the subject permit, and accepts responsibility for complying with all terms and conditions of the permit and agrees that all construction, operation and maintenance of the surface water management system authorized by this permit shall occur in accordance with all permit conditions and the provisions of Chapters 40D-4 and 40D-40, F.A.C.

New Owner/Permittee Name (please type): _____

Address: _____

City, State, Zip: _____

Signature of NEW Owner/Permittee or Authorized Agent _____ Date _____

Name and Title of Authorized Agent _____ Telephone (NEW Owner/Permittee) _____

Section 3. -COMPLETE THIS SECTION IF PERMIT HAS BEEN TRANSFERRED TO THE O&M PHASE. THE O&M PHASE OF THIS PERMIT WAS PREVIOUSLY APPROVED BY THE DISTRICT ON _____ (Date).
(Enter numerical month, day and full, four-digit year).

NOTE: This form is also applicable for residential subdivisions or condominiums where there is a delayed transfer of O&M responsibility from the construction permittee to the homeowners' association, property owners' association, condominium owners' association or master association in accordance with subsection 2.6.1 f. (2) of the Basis of Review for Environmental Resource Permit Applications.

The Name of the Owner/Permittee responsible for O&M is changed, and the Permittee listed in Section 1. of this form requests that the O&M phase of the surface water management permit be transferred to the NEW Owner/Permittee legally responsible for O&M as named below. The below named New Owner/Permittee hereby accepts responsibility to operate and maintain the surface water management system in accordance with the terms and conditions of the permit, Chapter 373, Part IV, F.S., and Chapter 40D, F.A.C.

RESPONSIBILITY FOR OPERATION AND MAINTENANCE MAY BE TRANSFERRED TO ANOTHER OWNER/PERMITTEE ONLY UPON WRITTEN NOTICE AND APPROVAL BY THE DISTRICT IN ACCORDANCE WITH RULE 40D-4.351, F.A.C.

NEW Owner/Permittee Name, Responsible for O&M (please type): _____

Address: _____

City, State, Zip: _____

Signature of NEW Owner/Permittee or Authorized Agent

Date

Name and Title of Authorized Agent

(_____) _____
Telephone (NEW Owner/Permittee)

Check the space below if you have attached these items in support of this transfer:

- Copy of recorded deed - Required for all Transfers.
 Letter of authorization for authorized agent if appropriate.
 Copy of O&M entity documentation - Environmental Resource Permit Basis of Review 2.6.2.

AGENCY USE ONLY

Based upon the information furnished by the Permittee and the New Owner/Permittee, the transfer of this permit is approved.

- _____ Responsibility for construction, operation and maintenance is transferred to the NEW Owner/Permittee named in Section 2.
_____ The O&M phase of the permit and the responsibility for operation and maintenance of the system is transferred to the NEW Owner/Permittee named in Section 3.

Signature of Authorized District Representative

Name and Title of District Representative

Effective Date (Enter month and day, two-digits each; and year, four digits)

Tab 10

STRALEY & ROBIN

1510 W. Cleveland Street
Tampa, FL 33606
Phone: 813-223-9400
Fax: 813-223-5043

MEMORANDUM

TO: Community Development District Managers
FROM: John Vericker
DATE: August 27, 2013
SUBJECT: Senate Bill 50 and Public Comment on Agenda Items

Effective October 1, 2013, pursuant to Senate Bill 50, the Florida Legislature is requiring local governments, including community development districts, to provide the public with a reasonable opportunity to be heard on any proposition that will come before the Board of Supervisors (the "Board").

To implement this requirement, we are recommending that all district managers add an "Audience Question and Comment on Agenda Items" section at the beginning of the meeting agenda and an "Audience Question and Comment on Other Items" at the end of the meeting. In the alternative, the Board can add an audience comment section right before each agenda item but for most issues this probably is unnecessary. The key is that the public needs the opportunity to provide comments before the Board can take action on any proposition. In addition, if an agenda item is added during the meeting, the Board will need to allow public comment before a vote is taken on that item.

While the public has a right to address the Board on all agenda items, the Board can still implement reasonable restrictions on the length of time each person has to speak on an item. Please note that for items such as assessment public hearings, the Board will still need to open up the public hearing and allow the public to comment at that time as well.

For your convenience, we have attached a copy of Senate Bill 50 to this memo. If you have any questions, please let us know.

CHAPTER 2013-227

Committee Substitute for Committee Substitute for Senate Bill No. 50

An act relating to public meetings; creating s. 286.0114, F.S.; defining "board or commission"; requiring that a member of the public be given a reasonable opportunity to be heard by a board or commission before it takes official action on a proposition; providing exceptions; establishing requirements for rules or policies adopted by the board or commission; providing that compliance with the requirements of this section is deemed to have occurred under certain circumstances; providing that a circuit court has jurisdiction to issue an injunction under certain circumstances; authorizing a court to assess reasonable attorney fees in actions filed against a board or commission; providing that an action taken by a board or commission which is found in violation of this section is not void; providing that the act fulfills an important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 286.0114, Florida Statutes, is created to read:

286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—

(1) For purposes of this section, "board or commission" means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. 286.011; or

(d) A meeting during which the board or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

Section 2. The Legislature finds that a proper and legitimate state purpose is served when members of the public have been given a reasonable opportunity to be heard on a proposition before a board or commission of a state agency or authority, or of an agency or authority of a county, municipal corporation, or political subdivision. Therefore, the Legislature determines and declares that this act fulfills an important state interest.

Section 3. This act shall take effect October 1, 2013.

Approved by the Governor June 28, 2013.

Filed in Office Secretary of State June 28, 2013.