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**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.

**TALavera COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Talavera Community Development District was held on **Wednesday, May 14, 2014 at 9:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544.

Present and constituting a quorum:

Betty Valenti	<b>Board Supervisor, Chairman</b>
David Griffin	<b>Board Supervisor, Vice Chairman</b>
Dan Waibel	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Greg Cox	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
Scott Steady	<b>District Counsel; Burr Forman, PA</b>
Tonja Stewart	<b>District Engineer; Stantec Consulting Services</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Cox called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience members present for comments or questions.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Meeting held April 9, 2014**

Mr. Cox presented the minutes of the Board of Supervisors' meeting held on April 9, 2014 to the Board for consideration.

<p>On a Motion by Ms. Valenti, seconded by Mr. Griffin, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors meeting held on April 9, 2014 as presented for the Talavera Community Development District.</p>
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**FOURTH ORDER OF BUSINESS**

**Consideration of the Operation & Maintenance Expenditures for March and April 2014**

Mr. Cox presented the Operation & Maintenance Expenditures for March 2014 in the amount of \$12,081.47 and April 2014 in the amount of \$8,788.64 to the Board for ratification. Ms. Valenti asked about the I Square Foot invoice and Mr. Cox explained that the invoice was a refund for double payment made by I Square Foot.

On a Motion by Ms. Valenti, seconded by Mr. Griffin, with all in favor, the Board of Supervisors approved the Operation & Maintenance Expenditures for March 2014 (\$12,081.47) and April 2014 (\$8,788.64) as presented for the Talavera Community Development District.

**FIFTH ORDER OF BUSINESS**

**Announcement of Registered Voter Count**

Mr. Cox announced that according to the Supervisor of Elections office, the number of registered voters in the District was 0 (zero) as of April 15, 2014.

**SIXTH ORDER OF BUSINESS**

**Consideration of Recommendation of RFP Review Committee**

Mr. Steady presented the results of the RFP Review Committee meeting and reviewed the rankings developed by the committee. Moretrench Gigliotti was ranked number one and recommended to the Board as the selected construction services contractor.

On a Motion by Mr. Waibel, seconded by Mr. Griffin, with all in favor, the Board of Supervisors approved the recommendation of the RFP Review Committee to select Moretrench Gigliotti as the construction services contractor for the Talavera Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Steady presented an acquisition and construction funding agreement (Exhibit A) to be executed by the Board and the developer.

On a Motion by Ms. Valenti, seconded by Mr. Waibel, with all in favor, the Board of Supervisors approved the acquisition and funding agreement in substantial form as presented by District Counsel for the Talavera Community Development District.

Brief discussion was held regarding the status of bond issuance.

**B. District Engineer**

Ms. Stewart had no additional information to present.

**C. District Manager**

Mr. Cox advised that the next meeting will be held on June 11, 2014 at 5:00 p.m. He also distributed flyers for the pond workshop being co-hosted by Rizzetta & Company, Inc. and SWFWMD on June 25<sup>th</sup>.

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests**

Ms. Valenti presented a "Neighborhood Notice" (Exhibit B) which discussed the fact that the Pasco County government intends to issue a permit to build an amenities center for the District.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Griffin, seconded by Ms. Valenti, with all in favor, at 9:20 a.m. the Board of Supervisors adjourned the meeting for the Talavera Community Development District.

  
Assistant Secretary

  
Chairman / Vice Chairman

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# **Exhibit A**

**ACQUISITION AND CONSTRUCTION FUNDING  
AGREEMENT BETWEEN THE TALAVERA COMMUNITY  
DEVELOPMENT DISTRICT AND MI HOMES OF TAMPA,  
LLC**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2014, by and between:

**Talavera Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (hereinafter "District"), and

**MI Homes of Tampa, LLC**, a Florida limited liability company and a landowner in the District (hereinafter "Developer") with an address of 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of Pasco County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways and sidewalks (both onsite and offsite), stormwater infrastructure, sewer infrastructure, water infrastructure, reclaimed water, wetland mitigation, hardscape & landscape elements, and street lighting; and

**WHEREAS**, the Developer is the owner and/or developer of certain parcels of land in Pasco County, Florida, located within the boundaries of the District (hereinafter the "Development") upon which the District's improvements will be made; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the District does not presently have funds available to provide for the construction of anticipated district improvements and facilities and this Agreement is intended to address two scenarios:

- a) The acquisition by the District of work and improvements undertaken by the Developer which acquisition may be later paid from Bond's issued by the District.
- b) Reimbursement by the District of funds advanced by the Developer for construction contracts entered into by the District.

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements; and

**WHEREAS**, the District anticipates accessing the public bond market in a future effort to obtain favorable financing for the construction of necessary or desired improvements and facilities described in **Exhibit A** and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement may be reimbursable from those bonds.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **Acquisition.** The Developer is currently undertaking work on the District's improvements, which includes the preparation of the land and compliance with Pasco County's mandatory \_\_\_\_\_. Upon completion of the work and/or improvements (or any completed component thereof) a bill of sale shall be issued by the Developer to the District conveying ownership of the work/improvements along with any assignable warranties issued by the contractor conducting such work or constructing such improvements. In addition, the Developer shall document the cost of such work/improvements in a manner acceptable to the District Engineer. The amount paid to the Developer under this Acquisition paragraph shall be determined by the District's Board of Supervisors in their sole discretion.

3. **Funding and Repayment.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of necessary or desired improvements and facilities and to enter into contracts for such efforts, as set forth in **Exhibit A**, including associated professional fees, costs and other expenses. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District. The parties agree that certain funds provided by Developer pursuant to this paragraph may be properly reimbursable from proceeds of the District's issuance of tax- exempt bonds. Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities, the District shall reimburse Developer in full, exclusive of interest, for the funds advanced under paragraph two (2) above; provided, however, that in the event bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the construction described in **Exhibit A** within five (5) years of the date of this agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. **Default.** A default by any party to this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

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

6. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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 both of the parties hereto.

8. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. **Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. **If to District:** Talavera Community Development District  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544  
Attn: District Manager

**With a copy to:** Burr and Forman, LLP  
201 N. Franklin Street, Suite 3200  
Tampa, Florida 33602  
Attn: Scott I. Steady

B. **If to Landowner:** MI Homes of Tampa, LLC  
4343 Anchor Plaza Parkway, Suite 200  
Tampa, Florida 33634  
Attn: Mark Spada

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

10. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. **Assignment.** Neither party may assign this Agreement or any monies to become

due hereunder without the prior written approval of the other party.

**12. Controlling Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**13. Effective Date.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. Public Records.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

**IN WITNESS WHEREOF,** the parties execute this Agreement to be effective the day and year first written above.

Attest:

**TALAVERA COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

Witness:

**MI HOMES OF TAMPA, LLC** a Florida limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A: District Improvement Plan**



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# **Exhibit B**

## NEIGHBORHOOD NOTICE

Dear Property Owner:

Notice is hereby given that Pasco County Government intends to issue a Development Permit to:

Project: Talavera Amenities Center

Developer: M/I Homes of Tampa, LLC for the construction of neighborhood Park for Talavera development containing One (1) 4000 sf cabana, pool, and required parking/roadway.

Location: 1.4 miles north of SR 52 and Highway 41 intersection on west side of highway 41.

PARCEL I.D.: 04-25-18-0000-00800-0000, 03-25-18-0000-00700-0000.

The Preliminary Residential Plan development plan is available for public inspection during normal business hours 8:00 to 5:00 p.m., Monday through Friday, except legal holidays, at the following location:

Zoning and Site Development Department  
West Pasco Government Center S-230  
8731 Citizens Drive  
New Port Richey, FL 34654

To view development plans at the following offices, please call (727) 847-8142:

Pasco County Central Permitting Division  
4111 Land O' Lakes Boulevard  
Land O'Lakes, FL 34639

Pasco County Central Permitting Division  
14236 6<sup>th</sup> Street, Suite 203  
Dade City, FL 33525

You may provide any comments/concerns you may have directly to the Zoning and Site Development Department within 15 days of receipt of this letter. All comments will be forwarded to the developer/engineer of record and will be taken into consideration during the review process.

Aggrieved persons whose interests are substantially affected by the permit issuance may appeal the permit in accordance with Section 407, Appeals, of the Pasco County Land Development Code.

If you are a person with a disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provisions of certain assistance. Within two working days of your receipt of this notice, please contact the Consumer Affairs Section, West Pasco Government Center, 7530 Little Rd, Suite 140, New Port Richey, FL 34654; (727) 847-8110 (v) in New Port Richey; (352) 521-4274, Ext. 8110 (v) Dade City; via (727) 847-8949 if you are hearing impaired.

