

**CONCORDE ESTATES
COMMUNITY
DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS'
MEETING
OCTOBER 14, 2011**

**CONCORDE ESTATES
COMMUNITY DEVELOPMENT DISTRICT
AGENDA**

OCTOBER 14, 2011 - 9:00 a.m.
(or as soon thereafter as the adjournment of the
Anthem Park CDD Board of Supervisors' Meeting)

Anthem Park Clubhouse
2090 Continental Street
St. Cloud, Florida 34769

District Board of Supervisors	Adam Schott Christina Mahon Lou Avelli Edwin Diaz Sailyn Alli	Board Supervisor, Chairman Board Supervisor, Vice Chair Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary
District Manager	Brady Lefere Eric Dailey	Rizzetta & Company, Inc. Rizzetta & Company, Inc.
District Counsel	Larry Brown Gregg Johnson	Brown, Garganese, Weiss & D'Agresta Brown, Garganese, Weiss & D'Agresta
District Engineer	Steven Boyd Broc Althafer	Woolpert, Inc. Woolpert, Inc.

**All Cellular phones and pagers must be turned off while in the meeting room.
The District Agenda is comprised of four different sections:**

The meeting will begin promptly at **9:00 a.m. (or as soon thereafter as the adjournment of the Anthem Park CDD Board of Supervisors' Meeting)** with the first section, which is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The second 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 Administrator 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, 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 Administrator's office at (407) 472-2471 at least seven days in advance of the scheduled meeting. Requests to address items that are not on this agenda must be submitted in writing with an explanation to the District Administrator at least fourteen (14) days prior to the date of the meeting and will be heard under "Public Comments". The third section is called **Staff Reports**. This section allows the District Administrator, 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 and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. 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 IS MAINTENANCE RELATED ITEM, THESE ITEMS WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINISTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.**

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 (407) 472-2471, 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.

CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 8529 SOUTH PARK CIRCLE • SUITE 330 • ORLANDO, FL 32819

October 7, 2011

Board of Supervisors
Concorde Estates
Community Development District

AGENDA

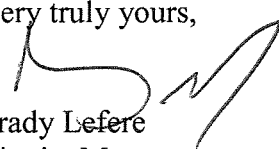
Dear Board Members:

A special meeting of the Board of Supervisors of Concorde Estates Community Development District will be held on **Friday, October 14, 2011 at 9:00 a.m. (or as soon thereafter as the adjournment of the Anthem Park CDD Board of Supervisors' Meeting)**, at the Anthem Park Clubhouse, located at 2090 Continental Street, St. Cloud, Florida 34769. Following is the agenda for the meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. BUSINESS ADMINISTRATION**
 - A. Consideration of Letter(s) of Resignation from Board Supervisors (*under separate cover*)
 - B. Consideration of Appointment(s) of New Board Supervisor(s)
 - C. Administer Oath of Office to Newly Appointed Board Supervisor(s) Tab 1
- 3. BUSINESS ITEMS**
 - A. Consideration of Resolution 2012-01, Designating Officers Tab 2
 - B. Consideration of Resolution 2012-02, Setting Compensation Tab 3
 - C. Consideration of Rizzetta & Company, Inc. Dissemination Agreement Tab 4
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Clubhouse Manager
 - D. Operations Manager
 - E. District Manager
- 5. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 6. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (407) 472-2471.

Very truly yours,


Brady Lefere
District Manager

cc: Larry Brown, *Brown, Garganese, Weiss & D'Agresta*
Gregg Johnson, *Brown, Garganese, Weiss & D'Agresta*
Danny Tyler, *Nabors Giblin & Nickerson, P.A.*
Mike Williams, *Akerman Senterfitt*
Broc Althafer, *Woolpert, Inc.*

Tab 1

**CONCORDE ESTATES
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

SIGNATURE

ACKNOWLEDGEMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF OSCEOLA

On this ____ day of _____, 2011, before me, personally appeared _____
_____ to me well known and known to me to be the person described in and who took the aforementioned oath as a Board Member of the Board of Supervisors of Concorde Estates Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My commission expires on: _____

Tab 2

RESOLUTION 2012-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING SELECT OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Concorde Estates Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors has previously designated select Officers of the District pursuant to Resolutions 2011-11; and

WHEREAS, the Board of Supervisors desires to redesignate select Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ Brady Lefere _____ is appointed Assistant Secretary.
_____ Eric Dailey _____ is appointed Assistant Secretary.

Section 4. This Resolution shall not supersede any appointments made by the Board other than those specified in Sections 1, 2 and 3.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 14th DAY OF OCTOBER, 2011.

**CONCORDE ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 3

RESOLUTION 2012-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT SETTING AMOUNT OF COMPENSATION FOR MEMBERS OF THE BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Concorde Estates Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Osceola County, Florida (the "County"); and

WHEREAS, Chapter 190, Florida Statutes and 1.1 (1) (c) of the Policies and Procedures of the District authorize the Board to fix the amount of compensation each Board Member is entitled to receive for his or her services in an amount not to exceed \$200 per meeting of the Board of Supervisors; and

WHEREAS, it is in the best interests of the District to set an amount for of compensation each Board Member is entitled to receive for his or her services in an amount not to exceed \$200 per meeting of the Board of Supervisors; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. PER MEETING COMPENSATION. Each Member of the Board of Supervisors of the District is entitled to receive compensation from the District in the amount of \$_____ per meeting of the Board.

SECTION 2. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Concorde Estates Community Development District.

PASSED AND ADOPTED this 14th day of October, 2011.

ATTEST:

CONCORDE ESTATES
COMMUNITY DEVELOPMENT
DISTRICT

Secretary / Assistant Secretary

By: _____
Its: _____

Tab 4

DISSEMINATION AGREEMENT

October 7, 2011

District Manager
Concorde Estates
Community Development District
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Dear Sir or Madam:

Rizzetta & Company ("Rizzetta" or the "Dissemination Agent") hereby enters into this Dissemination Agreement (the "Agreement") with the Concorde Estates Community Development District (the "District") to act as the District's Dissemination Agent. The duties of the Dissemination Agent are set forth in the agreements dated July 1, 2011 for the Capital Improvement Revenue Refunding Bonds, Series 2011A-1, Capital Improvement Revenue Refunding Bonds, Series 2011A-2 and Capital Improvement Revenue Refunding Bonds, Series 2011B Bonds (collectively, the "Continuing Disclosure Agreements"). The purpose of this Agreement is to facilitate the District's compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule") related to continuing disclosure. In performing its duties as Dissemination Agent, Rizzetta is acting as an independent contractor for the purpose of facilitating the District's Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreements.

1. **Duties:** The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreements.
2. **Fees:** Rizzetta will be responsible for all out-of-pocket expenses. The annual fee for Rizzetta's service under this agreement is \$5,000 for the Series 2011A-1, 2011A-2 and 2011B Bonds.
3. **Third Party Assistance:** Rizzetta reserves the right to engage a third party for the purpose of assisting Rizzetta in carrying out the services outlined in this Agreement.
4. **Termination:** Both the District and Rizzetta will have the right to terminate this Agreement upon thirty (30) days prior written notice.
5. **Representations of District:** The District represents and warrants that it will not withhold any information necessary for Rizzetta to carry out its duties under this Agreement and that it will supply all information requested by Rizzetta. The District further acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent's duties are those of collection, collation, and dissemination, and not of authorship or creation. Consequently, the Dissemination Agent shall have no responsibility for the content of the information disseminated by it, except to the extent that such information was/is authored, created, or maintained by Rizzetta (to specifically exclude any information authored or produced by the Developer and/or any other third party) while under contract to provide District Management and/or District Financial

Advisory/Consulting Services to the District. Compliance with all securities law liabilities, including compliance with the Rule, will remain the obligation of the District and the Developer.

6. **Indemnification:** To the extent permitted by law, the District will indemnify Rizzetta for any action or actions brought by Owners, as defined in the Continuing Disclosure Agreement, as a result of the failure of any party, to include, omit and/or misrepresent, any information required or necessary for the purposes of preparing the Continuing Disclosure Reports of the District or to meet any requirement of this Agreement or the Continuing Disclosure Agreement. In addition, to the extent permitted by law, and for such time as Rizzetta is under contract with the District to provide District Management and/or District Financial Advisory/Consulting Services, the District will indemnify Rizzetta for any action or actions brought by Owners as a result of the failure (including omission and misrepresentation) of the District to meet its requirements under this Agreement and/or the Continuing Disclosure Agreement, as determined by a court of competent jurisdiction. To the extent permitted by law, Rizzetta will indemnify the District for any action or actions brought by Owners as a result of Rizzetta's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.
7. **Waiver of Jury Trial:** EACH OF THE DISTRICT AND RIZZETTA KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.
8. **Agreement Governed by Florida Law:** The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

This Agreement shall be effective upon the District's acceptance hereof.

Very truly yours,
Rizzetta & Company, Inc.

By: William J. Rizzetta
President

Approved and Accepted:

Concorde Estates
Community Development District

By: _____

Title: _____

Date: _____