

APPROVED

MINUTES
SUN CITY CENTER COMMUNITY ASSOCIATION, INC.
SPECIAL BOARD OF DIRECTORS MEETING
Monday, October 21, 2013 – 9:00 a.m.
Board Room

DIRECTORS PRESENT

Ed Barnes, President
Jane Keegan, Vice President
David Floyd, Corp. Secretary
Neil Rothfeld, Treasurer

Al Alderman
Howie Griffin

Mike Killian
Sam Sudman

DIRECTORS ABSENT

Chuck Collett

OTHERS PRESENT

Lyn Reitz, Community Manager
Carol Donner, Recording Secretary
4 Members

I. CALL TO ORDER

President Barnes called the Special Meeting to order at 9:00 a.m. A quorum was established with eight Board Members present.

II. NEW BUSINESS

1. Accept the Final Report from the CA Pebble Beach Task Force

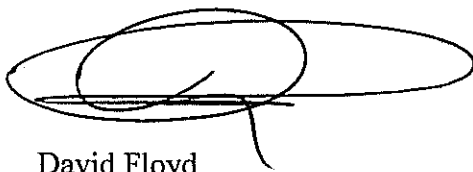
Mr. Paul Wheat, Chairman of the CA Pebble Beach Task Force presented their Final Report to the Board of Directors on October 15, 2013. The members of the Task Force unanimously agreed that the only option was for the Community Association to assume the responsibilities for the maintenance of the Medians. President Barnes extended his appreciation to the Task Force for all they had done and thanked them for the excellent report.

Secretary Floyd **MOVED** that the Sun City Center Community Association's Board of Directors accept the Pebble Beach Medians Task Force's Final Report (attached). **SECOND:** Director Alderman. **VOTE:** Unanimous in favor by voice vote. Motion carried.

A copy of the Final Report will be posted on our web site and will be available in the Library.

III. ADJOURNMENT

There being no further business, the meeting was adjourned by unanimous consent at 9:05 a.m.



David Floyd
Corporate Secretary
DF:cd
Attachment



COMMUNITY
ASSOCIATION, INC.

1009 N. PEBBLE BEACH BLVD. • SUN CITY CENTER, FLORIDA 33573
(813) 633-3500 • FAX (813) 634-3486

October 14, 2013

To: SCC CA President and Board of Directors

From: CA Pebble Beach Task Force

Re: Final Report

Dear President Barnes and CA Directors:

In accordance with the President's Tasking Letter, the Pebble Beach Task Force (PBTF) is pleased to present the attached Final Report concerning the future maintenance of the enhanced landscaping on the medians of Pebble Beach Boulevard.

In summary, the PBTF identified all known maintenance costs, which includes landscaping, irrigation and electrical costs, presently paid by Minto. It then considered all options for future maintenance brought to light, discussed pertinent side issues of the situation, and weighed a recommended funding stream to best retain the existing level of maintenance of the enhanced landscaping on the medians of Pebble Beach Boulevard (PBB).

The bottom line is there is only one option that will meet the requirement, and that is for the Community Association to assume the responsibilities for this maintenance. **The members of the PBTF unanimously agree that it is the only reasonable option that can be undertaken to insure the continued maintenance of the existing landscaping on these medians, to maintain the present lifestyle of our residents, and to protect the value of our homes.** The PBTF believes the only other choice is for the CA to notify Minto to turn the maintenance of the PBB medians over to Hillsborough County.

Pertinent issues are discussed in the report, backup and explanatory information is in the attached appendices to the report, and a summarization of the key parts of the report and Task Force findings are summarized in the Executive Summary.

The Board is requested to accept this Final Report and the PBTF recommendation therein. Subsequently, the PBTF is prepared to make a presentation at the membership meeting on October 23rd.

Sincerely,


Paul Wheat
Chairman, PBTF

Enclosed: Final Report w/Appendices A – K and Executive Summary

EXECUTIVE SUMMARY
PEBBLE BEACH TASK FORCE REPORT
TO THE
COMMUNITY ASSOCIATION BOARD OF DIRECTORS

The present agreement between Hillsborough County and Minto providing for maintenance of enhanced landscaping on the "county owned" medians on Pebble Beach Blvd. (PBB) terminates on December 13, 2015. At that time, unless other arrangements are agreed to, the County will require the return of the landscaping in the medians "to its original condition in order to protect the health, safety, and welfare of the general public."

The Community Association (CA) Board of Directors (BOD) has acknowledged that it is in the best interests of the residents of Sun City Center (SCC) to develop a plan for the continued maintenance of the enhanced landscaping and street lighting on the medians of PBB once Minto no longer provides it.

The President of the CA appointed a Task Force (PBTF) for the express purpose of developing a plan to identify ways and means of maintaining the PPB medians after the developer departs SCC following build out, presently planned for 2017.

The PBTF identified the maintenance functions and associated annual costs presently paid by Minto, for the existing enhanced landscaping, irrigation and lighting of the PBB medians, to total \$103,360.

The PBTF examined various alternative ways and means of maintaining the landscaping on PBB medians at the existing level. All but two were eventually eliminated as a long term viable solution:

- (1) create a Special Dependent (Tax) District, or
- (2) request the CA to assume the responsibility.

The creation of a Special Dependent District is highly unlikely because it would require 51% of all lot owners in the proposed district to sign a required "upfront" petition. Additionally, because of county involvement as detailed in Appendix F and associated overhead costs, this option was disregarded by the PBTF as a viable option.

A legal analysis of CA governing documents states that "The CA may take the position that the Board of Directors is taking action in furtherance of the exempt purposes of the CA, as outlined in the Articles of Incorporation and the Bylaws."

The members of the Pebble Beach Task Force **unanimously agree** that the SCC CA should execute the necessary agreement with Hillsborough County to assume the responsibility for the maintenance of the existing landscaping on the medians located on Pebble Beach Blvd. It is the only reasonable option that can be undertaken to ensure the continued maintenance of the existing landscaping on these medians, to maintain the present lifestyle of our residents, and to protect the value of our homes.

The necessary funding for this requirement will have to be accomplished through the normal CA Board annual budget preparation process and, if required, subsequent membership approval of any increase in annual dues.

The complete PBTF Report with all Appendices is attached.

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PEBBLE BEACH TASK FORCE
SUN CITY CENTER COMMUNITY ASSOCIATION
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SITUATION

1. a. The costs of the enhanced landscape maintenance, irrigation and street lighting in the Pebble Beach Boulevard (PBB) right of way has been, and still is, voluntarily funded and paid by developer(s), presently Minto Communities, LLC (Minto), as by its predecessors Florida Design and WCI. The reason is simply that through the years community developers have realized that well maintained roadways in a community sells houses.
- b. The specific areas involved are the 20 medians in South Pebble Beach Blvd. from the intersection with Platinum Drive north to the intersection of State Road 674, and the 11 medians on North Pebble Beach from the intersection of State Road 674 north to where the last median ends north of LaJolla Avenue. All 31 medians are located on Hillsborough County Right of Way.
- c. Attached as Appendix A is a graphic of Sun City Center medians. Depicted in red are the 31 medians of concern on North and South Pebble Beach Blvd. The medians on S.R. 674, presently maintained by the Greater Sun City Center Beautification Corp., are depicted in blue. The medians located on the southern-most portion of South Pebble Beach Blvd., presently maintained by the Renaissance Maintenance Association, are depicted in yellow.

PROBLEM

2. a. The present agreement between Hillsborough County and Minto providing for maintenance of enhanced landscaping on the medians of PBB terminates on December 13, 2015. At that time, unless other arrangements are agreed to, the County will require the return of the landscaping in the medians "to its original condition in order to protect the health, safety, and welfare of the general public."
- b. To better understand the meaning of the above extracted text in the County-Minto agreement, Hillsborough County officials were contacted for interpretation. Appendix B, titled *when Hillsborough County Takes Over the Maintenance of the PBB Medians*, is a digest of those conversations. For example, irrigation of all 31 medians will be shut off by the County, ground cover will be removed, and all street lights presently paid for by Minto will be extinguished by TECO.
- c. The Community Association (CA) Board of Directors (BOD) has recognized that it is in the best interests of the residents of Sun City Center to develop a plan for continuing the maintenance of the enhanced landscaping and street lighting on the medians of PBB once Minto no longer provides it.

BACKGROUND

3. The maintenance of road medians in Sun City Center is by no means a new subject within the community. The *Report of the Community Development Committee of Sun City Center, Florida* dated February 24, 1986, was submitted to the Boards of Directors of the Sun City Center Home Owners Association, Inc. and the Sun City Center Civic Association, Inc. prior to membership agreement. *The Plan and Agreement of Consolidation*, that resulted in the incorporation of the Sun City Center Community Association as the continuing corporation,

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mentioned in several places the need to prepare for a day in which maintenance of properties such as parkway medians is left to the town by a departing developer.

4. The responsibility for the irrigation and maintenance of the landscaping within the medians of PBB was originally included in the *Master Beautification Declaration for Greater Sun City Center* recorded with Hillsborough County October 10, 1991. However, as discussed below, this responsibility was deleted from that declaration by its *Fourth Amendment* recorded on May 25, 1994.

5. More recently, *The Greater Sun City Center Community Plan* was adopted by the Hillsborough County Board of County Commissioners and became effective November 18, 2010. This plan reflects the community's values, provides guidelines for local development and addresses quality of life issues in the Sun City Center area. The retention of attractive medians and rights-of-ways is the number one goal under the land use element of this plan. Specifically it is stated that the creation of a Special Taxing District or other appropriate means for funding the continued maintenance of medians is desired. As such, any future action concerning the maintenance of the PBB medians should complement and support this Community Plan.

ACTIONS BY THE CA BOD

6. At its' meeting of August 15, 2012, the BOD adopted the *Resolution Regarding Sixth Amendment to 1984 Agreement* and also resolved to execute the *Sixth Amendment to the 1984 Agreement*, which is attached to the resolution as its Exhibit "A". Both of these are attached herein as Appendix C.

7. By letter dated August 5, 2012, Ed Barnes, President of the Sun City Center Community Association, appointed Paul Wheat as the Chair of a "Task Force to be composed of residents of Sun City Center for the express purpose of developing a long term plan to identify ways and means of maintaining the Pebble Beach Boulevard medians after the developer departs Sun City Center following build out." A copy is attached as Appendix D

8. The following is extracted from the above mentioned tasking letter:

"This Task Force will shape the future of Sun City Center and is critical to the future well-being of the members of the Community Association. The following deliverables with due dates are expected from this Task Force:

1. Identify the alternative ways and means of maintaining the PBB medians and the funding stream – March 1, 2013.
2. A phased action plan for implementing each of the identified alternatives – March 1, 2013.
3. Conduct community outreach meetings in the form of Town Hall Meetings or other such meeting techniques to inform the community of this effort and discuss the alternatives.

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4. Final Report to the President and Board of Directors along with recommended courses of action – October 15, 2013.”

9. Subsequently, at its July 10, 2013 meeting, the BOD modified the *Resolution Regarding Sixth Amendment to 1984 Agreement* as it concerns such actions deemed necessary to secure a vote by the Association to permit funding of the maintenance cost for the PBB medians. An extract of that meeting is attached as Appendix E.

THE CA PEBBLE BEACH TASK FORCE

10. In addition to Paul Wheat as Chairman, the following CA members participated in the Pebble Beach Task Force. This Task Force has met collectively and in working groups many times since September 25, 2012. Each member has contributed in his/her respective area of expertise and all are still actively involved.

Bob Deutel	Dee Giordano	Gary Kaukonen	John Luper
Steve McTeague	Susan Muise	Ron Pelton	Tom Schmitt
Sam Sudman	Rolf Sulzberger	Harald Van Eycken	

Roger Aman, formerly Land Development Superintendent for Minto Communities, also participated, until May 17, 2013, as a consultant to the Task Force.

MAINTENANCE FUNCTIONS CONSIDERED

11. a. The various maintenance functions and associated estimated annual costs **presently paid for by Minto**, which are relative to the enhanced landscaping, irrigation and lighting of the PBB medians, were identified as follows:

<u>Function</u>	<u>Annual Costs</u>
Electrical (Lighting) costs paid by Minto directly to TECO	\$3,240
Irrigation (watering) costs	
Maintenance and repairs to irrigation system	\$15,000
Annual inspection costs of 11 backflow valves on PBB	500
Known watering costs paid by Minto in 2012	<u>7,220</u>
	\$22,720
Landscaping (to present standards)	\$72,000
Mulching (to present standards)	<u>\$5,400</u>
Total	\$103,360

b. The above estimate of the cost for landscaping is based on maintaining the current maintenance standards for the existing enhanced landscaping. Several sources of information were sought as well as liaison with the Hillsborough County Extension Agent who did a complete tour of the properties involved, and who furnished a list of alternative

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plants, some of which could be used to lower maintenance costs in the future. However, it was also stated there will probably be minimal cost savings resulting from the immediate replacement of any existing plants or shrubs before they die.

OPTIONS CONSIDERED

12. As required by the tasking letter, the following alternative ways and means of maintaining the PBB medians and funding stream (where applicable) were considered by the Task Force.

a. Do nothing

In most situations this might be considered an option. However, the *Resolution Regarding the Sixth Amendment to the 1984 Agreement* executed on August 15, 2012 by the CA BOD and the *Sixth Amendment to Agreement* made August 21, 2012 by and between the CA, ClubLink US Corporation, and Minto Communities eliminates this as an option.

b. Integrate into the Greater Sun City Center Beautification Corporation (GSCCBC).

This is one of the most common of means mentioned during discussions concerning the future landscape maintenance of the PBB medians. In fact, as stated above, the possibility of including the irrigation and maintenance of the medians along Pebble Beach Boulevard was originally foreseen in *The Master Beautification Declaration for Greater Sun City Center* (Sun City Center and Kings Point) which was recorded with the Hillsborough County Clerk on October 10, 1991. That option was subsequently deleted by the Fourth Amendment to the Declaration recorded May 25, 1994, which limited the area of Sun City Center Blvd. (S.R. 674) to be maintained by the GSCCBC, and furthermore deleted the ability to add additional property to be maintained by the GSCCBC in the future, therefore eliminating this as an option. Considering it would take 67% of the Class A members of the GSCCBC to approve any amendment, of which more than 50% live in Kings Point, the Task Force has eliminated this as a viable option.

c. Use volunteers to accomplish the maintenance of the medians.

- (1). There are many issues that must be considered concerning this option. Any maintenance of landscaping on County roads requires an agreement with the county that lays down the requirements, standards, etc. that must be met. Someone would have to sign a contract with a qualified and licensed landscaper and assume the responsibilities. Indemnification and insurance will be required. Someone, or some organization, will have to (legally) be in charge and (financially) oversee the whole effort.
- (2). It is doubtful that the County would approve any volunteer maintenance efforts on the medians other than the collection of trash and debris, if even that. The use of seniors, or even younger members of outside organizations, as volunteer workers will present significant safety issues. Liability insurance could become a significant cost issue.

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- (3). Also, the use of volunteers does not address the irrigation and lighting requirements of the medians. There will be significant expenses for the purchase and maintenance of necessary landscaping equipment. Someone will have to coordinate necessary donation efforts, account for the funds, and pay the bills for needed resources not filled by volunteers. All these issues combine to make this option, if not impossible, highly improbable as a viable approach to resolve the problem.

d. Partnership with Keep Tampa Bay Beautiful, Inc.

- (1). There is a program called Keep Tampa Bay Beautiful, Inc. (KTBB), a Keep America Beautiful Affiliate. It is a 501(c)(3) not-for-profit organization whose mission is to provide environmental education and volunteer opportunities that develop individual responsibility and environmental stewardship. Since 1989, KTBB has formed partnerships with local governments, corporations, schools and neighborhood organizations to engage individuals and provide opportunities to enhance the community through volunteer participation.
- (2). This organization focuses on cleaning up roadways, parks, neighborhoods and shorelines. A road way median can be adopted by a group of volunteers, or organization, who may place signage at the adoption site. Adopters must sign a two year contract and are required to complete a minimum of four cleanups per year. An annual Adoption Program Report focusing on amount of trash and litter collected, types of plants and trees planted, invasive plants removed, types of plants and trees planted, weeding, mulching, etc. Other landscaping requirements such as mowing, trimming, fertilizing, watering, street lighting, etc are not included in the program. After study of the mission, history and activities of this program, the Task Force has eliminated this approach as a viable option to maintain the enhanced landscaping, irrigation and lighting of the Pebble Beach Blvd. medians.

e. Create a corporation to do the job with solicited funds

The establishment of a not-for-profit corporation would provide the legal vehicle to overcome many of the above issues. In short, a corporation can be organized to accomplish a specific purpose, made up of members who are obligated to pay for that purpose, and who are subject to certain legal actions for failure to pay. An operating budget must include known income levels, not donations, to meet foreseen contractual and operational requirements. For this reason, this option is not considered a viable option by the Task Force.

f. Existing HOA's adjacent to PBB to assume the landscaping responsibilities

This seems at first to be a somewhat more feasible option encompassing the above two options. Any HOA desiring to pick up the responsibility for the median maintenance of "its" portion of Pebble Beach will have to make the required agreement with Hillsborough County, obtain the necessary liability insurance, and arrange for the payment of electrical and irrigation costs in its' respective portion. It is noted however, that there are portions of Pebble Beach where there are no adjacent incorporated HOA's. Therefore, it is impractical

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for the Task Force to further pursue this option as a viable solution for the future maintenance of the Pebble Beach medians.

g. Request the Chamber of Commerce to intervene with financial support

- (1). This approach is almost always suggested when the subject of maintenance of medians in SCC arises. The Sun City Center Chamber of Commerce is an organization formed to provide opportunities for local businesses to meet with each other and share ideas and contact information. Their membership, comprised of a large number of small business owners, is charged a small membership fee to belong. The revenue they presently generate, including dues, is used to cover their annual expenses. In short, the Chamber presently has no funds that can be used for this purpose, nor the authority to include the maintenance of the landscaping of the medians of Pebble Beach Blvd. in its' annual budgets.
- (2). As a general statement, it can be said that Pebble Beach Blvd. runs within the residential area of our community. We, the residents, however, may look at Pebble Beach as the North/South main street in town, largely because it is the street on which most of the Community Association facilities are located. Although several businesses are located on or adjoining Pebble Beach Blvd., the business community at large does not view Pebble Beach as "their" main street. Without question, their main street in town is S.R. 674. The maintenance of the median on S.R. 674 is the responsibility of the Greater Sun City Center Beautification Corporation, as previously discussed, and their participation in the maintenance of the medians on S.R. 674 is not a matter within the purview of this Task Force.
- (3). The Chamber does and will continue to encourage their individual business members to support as many community efforts as possible. Presently, the most we could expect are donations by the individual business members of the Chamber. Therefore, further pursuit by the Task Force of this option is not a viable one at this point in time.
- (4). However, if the responsibility for continued maintenance of the enhanced landscaping of the medians of Pebble Beach Blvd. is assumed by agreement with the County, then the second party to that agreement could "reach out" to those businesses located on or adjoining Pebble Beach Blvd. for an annual donation to support this initiative.

h. Merge the requirement into the Renaissance Maintenance Association

The Renaissance Maintenance Association, Inc. (RMA) is the Master Association that governs, makes rules and regulations, controls and manages all common property in the Renaissance area, with the exception of properties owned by the Golf Course and Club Renaissance. Included as maintenance responsibilities of the RMA is the landscaping in any medium or cul-de-sac island located in any right of way of Pebble Beach Blvd. from the intersection with Platinum Drive south to S.R. 301. Recognizing the chartered purpose of the RMA, and acknowledging the impossibility of amending the

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RMA declaration to include all of PBB into the legal responsibilities of the RMA, the Task Force eliminated this approach as a viable option.

i. Create a Special Dependent (Tax) District

- (1) Over the years, whenever the subject of the future maintenance of the medians on PBB arose, the answer has always been that the creation of a Special Dependent (Tax) District was the "way to go". Attached as Appendix F is a discussion paper titled *The Establishment of a Special Dependent (Tax) District*. It explains in detail the procedures required by Hillsborough County to establish such a district, including administrative requirements to maintain such a district, and the additional costs for those administrative requirements. In addition to the onerous petitioning requirement, for example, the county prepared petition would consist of about 660 pages. There are initial costs estimated to be around \$3,000 to verify signatures, and recurring annual administrative fees charged by the county equaling 4% of the district's annual budget. The funding of a Special Dependent (Tax) District is accomplished by the county collecting a non-ad valorem (tax) assessment on properties within the district.
- (2). In short, although this option is possible, it is highly unlikely the required 51% of all lot owners in the proposed district would sign the required "upfront" petition. Additionally, because of county involvement and additional costs, this option, or any variation thereof, should only be reconsidered if all "community internal" options fail and the decision is made by our residents to turn the maintenance of the PBB medians back to the county.

j. Request the Community Association to assume the responsibility

- (1). Again, through the years, whenever the subject of the future maintenance of PBB medians arose, it was stated that the CA could not assume the responsibility because of the CA's IRS 501(c)(3) tax exempt status and the potential risk of losing it. Facing the "long" odds of establishing a Special Dependent (Tax) District, and recognizing that there is an existing organizational structure in the CA to assume such responsibilities at minimum additional overhead expenses, a thorough study of the original application for the CA's IRS 501(c)(3) tax exempt status, as well as the CA's subsequent appeal to the IRS National Office in 2000, was conducted with "eye opening" results.
- (2). Attached as Appendix G is the discussion paper which was generated and defines the situation which was forwarded for legal review.
- (3). Attached as Appendix H is the reply with extracts of the legal analysis as follows:

"The CA's payment of the landscaping costs of the medians likely is consistent with both the exempt purposes of serving the residents of the retirement community and of lessening the burden of the government."

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Furthermore, the reply states:

"Because the CA's maintenance of the medians is consistent with its exempt purposes, such an action should not constitute a material change in purpose or operation and, thus, should not require an amendment to the Articles of Incorporation or to the Bylaws of the CA. The CA may take the position that the Board of Directors is taking action in furtherance of the exempt purposes of the CA, as outlined in the Articles of Incorporation and the Bylaws."

ADDITIONAL CONSIDERATIONS

13. (a). During discussions, both internal within Task Force and with residents during various community "outreach" meetings, an area of great concern is the impact on the future value of our homes if the present enhanced landscaping were to be removed. In further research of this aspect of the situation, a study concerning the potential impact on home values was conducted and is at Appendix I.
- (b). In short, a well maintained house, in a well maintained neighborhood, in a well maintained community, will more likely result in a sale at the asking price than if any one of these areas projects a negative perception to a potential buyer.
- (c). In the present situation, any increase in home values having resulted from the existing enhanced landscaping on PBB are already built into the present value of our homes. Therefore, it cannot be stated that the value of our homes will further increase if the existing landscaping is maintained. However, it makes common sense to believe that if the present enhanced landscaping on PBB were removed, there would be a varying degree of negative impact on homes values through-out our community, thereby affecting future home sales and the value of individual estates.
14. (a) During the course of determining all costs that Minto is presently paying, it was discovered that Minto is paying \$3,475, including tax, or about 50% of the electrical costs for the street lighting on the medians of PBB. Attached as Appendix J is a *Synopsis of Pebble Beach Lighting Situation and Costs* for a more detailed discussion. This cost is considered in the maintenance costs Minto is currently paying for in above stated paragraph 11(a) and in the estimated costs depicted in Appendix K.

RECOMMENDED COURSE OF ACTION

15. The members of the Pebble Beach Task Force unanimously agree that the SCC Community Association should execute the necessary agreement with Hillsborough County to assume the responsibility for the maintenance of the existing landscaping on the medians located on Pebble Beach Blvd. It is the only reasonable option that can be undertaken to insure the continued maintenance of the existing landscaping on these medians, to maintain the present lifestyle of our residents, and to protect the value of our homes.

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FUNDING STREAM

16. a. The necessary funding for this requirement will be either indirectly through income from some future source, or directly by increasing annual membership dues. For example, if an agreement is made for the use of CA facilities from a non-membership source (i.e. Freedom Plaza), that income could be used to fund a portion of this requirement thereby minimizing the direct impact of an increase in membership dues.
- b. In short, the necessary funding for this requirement must be accomplished through the normal CA Board annual budget preparation process, Board approval of the budget, and if required, subsequent membership approval of any proposed increase in annual dues. In accordance with CA Bylaws, this vote by the membership will take place in December of the preceding year.
- c. In accordance with the phase-in schedule stated in the Board adopted *Resolution Regarding the Sixth Amendment to the 1984 Agreement*, and as depicted in Appendix K, the CA costs per member per year would be an estimated increase in 2015 of about \$3.13, in 2016 an additional estimated increase of about \$3.08, and in 2017 an additional estimated increase of about \$3.02, all in today's dollars. The Task Force assumes that this phase-in schedule is based on the expected "build out" by Minto in 2017.
- d. Put another way, the estimated CA cost per member per month in 2015 will be about 26¢ per month, in 2016 an additional 26¢ per month, and in 2017 an additional 25¢ per month for a total CA cost per member per month in 2017 of 77¢ per month. Again see Appendix K for detailed calculations.
- e. The above cost estimates are based on the best data available at this time. As with any estimates concerning future costs, they must be revised if actual maintenance costs either decrease or increase.
- f. It is noted that although donations may be solicited from the business community, other organizations or individuals for this specific requirement (line item); any donations received during the year could only be applied toward the subsequent year's funding requirement.

PBTF ACTIONS ACCOMPLISHED IN 2013

17. a. In summary, the Task Force developed and completed a phased action plan throughout this past year for the purpose of informing the CA Board and CA members of the activities of the Task Force and the option that has been identified by the Task Force as the only viable solution for maintaining the present enhanced landscaping on the PBB medians.
- b. A media presentation (video) was developed, has been used in several meetings, and is available for use in future meetings. A power point presentation, which augments the video and/or can be used to answer specific questions, has also been prepared. Minutes of PBTF meetings, research specifics, and other pertinent details are available in the records maintained by the Chairman of the Task Force.

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FUTURE ACTIONS

18. It is planned to provide this Final Report to the CA President and Board of Directors, by October 15, 2013.

19. The Task Force is scheduled to make a presentation at the October 23, 2013 CA membership meeting.

20. Acceptance of this Final Report and the Task Force recommendation by the CA Board is tentatively scheduled to take place at its November 13, 2013 meeting.

21. Following the October 23rd meeting, the Task Force will continue to conduct community outreach presentations in membership meetings, town hall meetings, neighborhood association meetings or other such gatherings to inform CA members of this report and answer concerns members may have. The following additional membership meetings are presently scheduled:

a. CA Membership Meeting January 2, 2014.

b. Town Hall Meeting February 19, 2014.

c. Coffee and Conversation March 6, 2014.

d. CA Membership Meeting March 19, 2014.

22. At any time throughout this process, members of the Task Force will make themselves available, collectively or individually, to answer questions from the Board or the membership alike.

Sun City Center Medians

Legend

Medians

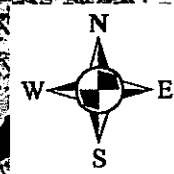


PBB



674

Renaissance



1 inch = 1,000 feet

All 31 Medians depicted in Red
are located in County Right of Way.

When Hillsborough County Takes Over the Maintenance of the PBB Medians

The following can be expected if Minto transfers the maintenance of the Pebble Beach Blvd. medians to Hillsborough County.

The first thing that will happen is that **all irrigation on the medians will be shut off by the County**. No irrigation of any type by anybody is permitted on County maintained medians. **The County will then cause all "ground cover" to be removed.** As understood, ground cover includes all plantings, shrubs, annual and perennial plantings, which includes existing Split Leaf Philodendron, Loropetalum, Jasmines, Ligustrum, Pittosporum, and associated mulching.

The County may allow existing Sabal Palms, Canary Palms, Slash Pines, Magnolia trees, Bismarck Palms, Crepe Myrtles and Queen Palms to stay and die a natural death. Existing non-diseased Washingtonian Palms probably will remain, (even the tall "ugly" ones); likewise, existing non-diseased live oaks will probably remain. The final decision on what is immediately removed and what stays to die a natural death is up to the County Arborist, not up to Minto or the residents.

In addition to not permitting any irrigation, the County does not cut grass as needed, remove weeds and vines, treat turf and other plants for pests, trim turf, plants and palms, replace dead or deceased plants and trees, or pick up litter and debris on a scheduled basis.

When the existing St. Augustine or Bermuda grass dies, which it most certainly will do in a short period of time without proper cutting, irrigation, fertilizer and other required maintenance, **the County will replace it with Bahia sod.** This will probably be accomplished "piecemeal" as each new situation requires. It can be anticipated that it will only be a matter of time before all the remaining turf, plants, trees and palms that require any maintenance other than what mother-nature provides, will soon become aesthetically unappealing, and will eventually become deceased or die for the lack of proper maintenance.

In addition to the termination of maintenance of landscaping, all existing street lighting in the medians on North Pebble Beach (4 poles) and the northern medians on South Pebble Beach (6 poles) will be extinguished at the time Minto stops paying TECO their monthly electrical billings. The County does not pay for street lighting in residential areas.

(10/06/2013)

**RESOLUTION REGARDING
SIXTH AMENDMENT TO 1984 AGREEMENT**

Whereas, Sun City Center Community Association, Inc. (formerly known as Sun City Center Civic Association) (hereinafter referred to as the "Association"), has entered into formal agreements (hereinafter collectively referred to as "the 1984 Agreement"), with W.G. Development Corporation ("W.G.") the developer of Sun City Center, Florida; and

Whereas, Minto Communities, LLC ("Minto") is the successor to W.G. as the developer of the remaining residential properties in Sun City Center; and

Whereas, the Association has asked Minto to execute a proposed Sixth Amendment to the 1984 Agreement dealing with golf properties and operations in Sun City Center; and

Whereas, Minto, in conjunction with executing the Sixth Amendment, has requested clarification of certain issues related to the 1984 Agreement; and

Whereas, one issue is the enhanced maintenance of Pebble Beach Boulevard, a public right-of-way, on which enhanced maintenance to date has been performed by Minto and its predecessors; and

Whereas, a second issue is the amount of a capital transfer fee payable by Minto to the Association upon Minto's conveyance of a Unit to a third party purchaser as envisioned by the 1984 Agreement and the letter agreement dated June 30, 2003 executed by WCI and the Association.

NOW, THEREFORE, after due consideration and deliberation, the Board of Directors of the Association adopted the following resolution at a duly convened meeting thereof on August 15, 2012:

BE IT RESOLVED, that the Association will execute the Sixth Amendment to the 1984 Agreement in the form attached hereto as Exhibit "A".

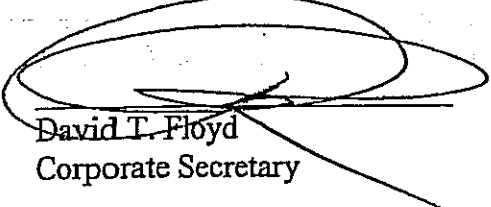
BE IT RESOLVED, that the Board will take the following actions on the following schedule to secure a vote by the Association to change the Association's Articles of Incorporation and Bylaws to permit funding of the maintenance costs for PBB, as defined in the Sixth Amendment:

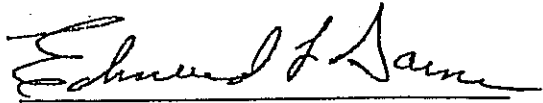
Activity	Completion Deadline
1. Establish Task Force	October 1, 2012
2. Task Force Report on funding alternatives	March 1, 2013
3. Community Outreach to inform, discuss alternatives	October 1, 2013
4. Task Force recommendations to Board/Board Action	November 1, 2013
5. Association membership referendum on any required amendments to Articles or ByLaws, and other action items requiring Association membership approval	December 1, 2013
6. If Association membership approves the amendment of the Articles of Incorporation and Bylaws, an Association membership vote will be taken to consider increasing the Association's dues to fund maintenance costs for PBB as follows: 1/3 of total PBB costs in 2015 2/3 of total PBB costs in 2016 Total PBB costs in 2017	June 1, 2014
7. If the Association does not approve amending the Articles of Incorporation or the By Laws or the use of dues for maintenance of PBB the Association agrees to work with Minto to transition maintenance of PBB to Hillsborough County.	October 1, 2014

BE IT RESOLVED, that the Association agrees to indemnify, defend and hold Minto harmless from and against any claims by the Association and its members related to implementing the Sixth Amendment.

Executed this 15th day of August, 2012.

Sun City Center Community Association, Inc.


David T. Floyd
Corporate Secretary


Edmund L. Barnes
President

Prepared by and when recorded,
Return to:

Stephen J. Szabo, III, Esq.
Foley & Lardner LLP
100 N. Tampa Street
Suite 2700
Tampa, Florida 33602

SIXTH AMENDMENT TO AGREEMENT

This Sixth Amendment to Agreement (the "Sixth Amendment") is made as of August 21st 2012, by and between **SUN CITY CENTER COMMUNITY ASSOCIATION, INC.**, a Florida not for profit corporation, formerly known as the Sun City Center Civic Association, Inc. (hereinafter sometimes called "C/A"), **MINTO COMMUNITIES, LLC**, a Florida limited liability company, as successor in interest to **SUNMARK COMMUNITIES CORP.**, a Florida corporation formerly known as W.G. Development Corp. (sometimes herein called "Minto") and **CLUBLINK US CORPORATION**, a Delaware corporation (sometimes herein called "Clublink").

WITNESSETH:

WHEREAS, C/A and Sunmark entered into a certain Agreement with Exhibits A through K. (the "C/A Agreement") effective as of January 26, 1984 and recorded in O.R. Book 4930, Page 945, Public Records of Hillsborough County, Florida; and

WHEREAS, the C/A Agreement has been amended by and between the parties on multiple occasions, including that certain Agreement of Clarification dated as of December 11, 1987 and recorded in O.R. Book 5291, Page 930, Public Records of Hillsborough County, Florida; and

WHEREAS, ClubLink is the current owner of certain golf courses as described in the C/A Agreement; and

WHEREAS, C/A is a party with ClubLink US Corporation, a Delaware corporation ("ClubLink") to that certain Land Contribution Agreement dated June 14, 2012 (the "ClubLink Agreement") with respect to the conveyance by ClubLink to C/A of certain real property located in Hillsborough County, Florida more particularly described therein; and

WHEREAS, pursuant to the ClubLink Agreement, a covenant of C/A following closing of the ClubLink Agreement is to amend the C/A Agreement as provided for herein; and

WHEREAS, the C/A Agreement encumbers each Unit in the C/A with the C/A Covenants, including a requirement to pay assessments for C/A maintenance and operations costs; and

WHEREAS, Minto and its predecessors have funded the costs to date for enhanced

landscape maintenance, irrigation and street lighting in the Pebble Beach Boulevard right-of-way ("PBB"); and

WHEREAS, the C/A acknowledges the need to develop a plan for the maintenance of PBB once Minto no longer provides maintenance on PBB; and

WHEREAS, since the Master Declaration envisioned by the C/A Agreement has not been created to implement the Recreation Improvement Capital Contribution program described in Articles XI and XII of the C/A Agreement, Minto and the C/A agree to clarify what capital transfer fees apply to Minto's sale of Units.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, C/A and Minto agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. All capitalized terms used in this Sixth Amendment not defined herein shall have the meanings given to such terms in the C/A Agreement.

3. Articles XVI, XVIII, and XIX of the C/A Agreement and Exhibit "H" of the C/A Agreement are hereby deleted in their entirety and of no further force or effect. The C/A further clarifies the references in the C/A Agreement to the North Course and the South Course. Specifically, the North Course shall refer to the North Lakes Golf Course and the South Course shall refer to the Sandpiper Golf and Country Club, both of which are owned by ClubLink.

4. Article VII of the C/A Agreement is hereby amended to add the following subparagraph:

(4) The C/A has no obligation under the current documents to maintain public rights-of-way or any other property not owned by the C/A. Since the C/A agrees that the Developer has no obligation to maintain any public rights-of-way in the community, the C/A agrees to take such actions as it deems necessary for the C/A membership to vote on changing the C/A's Articles of Incorporation and Bylaws on or before January 1, 2015.

(5) If the C/A membership does not approve changes in the Articles of Incorporation and Bylaws to allow maintenance of property not owned by the C/A and an increase in dues to fund the maintenance of PBB, the C/A agrees to work with Minto to transition the maintenance of PBB to Hillsborough County.

5. Notwithstanding anything to the contrary in the C/A Agreement, the only RICC or

other capital transfer fees applicable to a conveyance by Minto to a third party purchaser are as follows:

<u>Closings After May 31, 2012</u>	<u>Capital Transfer Fee</u>
For the first 582 Units	\$23.82 per Unit
For any closings above 582 Units	\$1,523.82 per Unit.

6. Minto and C/A agree to work together toward a future amendment of the C/A Agreement to create separate agreements with the owner of the Golf Courses and with the Developer.

7. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. A facsimile or electronic copy of this Amendment and any signatures hereon shall be considered for all purposes as an original.

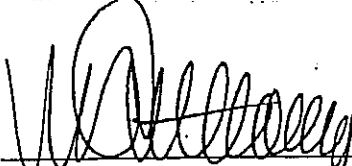
8. Except as amended hereby, the terms and conditions of the Agreement are hereby ratified and affirmed and shall remain in full force and effect.

[Signatures begin on the following page]

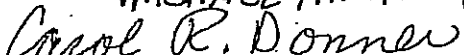
The parties hereto have executed this Amendment as of the date set forth above.

WITNESSES:

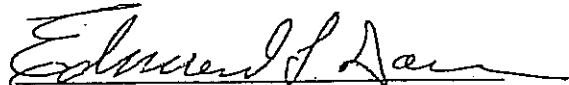
SUN CITY CENTER COMMUNITY
ASSOCIATION, INC.


Print Name: ~~Edmund L. Barnes~~

MICHAEL ANTHONY


Print Name: CAROL R. DONNER

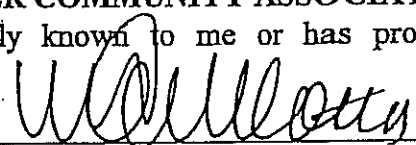
By:


Edmund L. Barnes, President

STATE OF FLORIDA

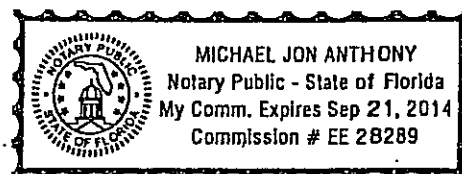
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21ST day of Aug, 2012,
by Edmund L. Barnes, as President of SUN CITY CENTER COMMUNITY ASSOCIATION,
INC., on behalf of the corporation, who is personally known to me or has produced
FL. D/2 as identification.


Notary Public

Print Name: Michael ANTHONY

My Commission Expires: _____



CLUBLINK US CORPORATION, a
Delaware corporation

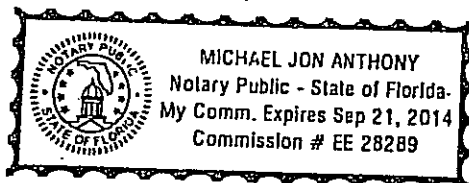
[Signature]
Print Name: MICHAEL ANTHONY

By: [Signature]
Robert Visentin, President

Carol R. Donner
Print Name: CAROL R. DONNER

~~PROVIDENCE OF ONTARIO~~ STATE OF FLORIDA
~~YORK REGION~~ Hillsborough County

The foregoing instrument was acknowledged before me this 21st day of Aug, 2012,
by ROBERT VISENTIN, as President of CLUBLINK US CORPORATION, a
Delaware corporation, on behalf of the corporation, who is personally known to me or has produced
Ontario P/K as identification.
V46446580541219



[Signature]
Notary Public
Print Name: Michael Anthony
My Commission Expires: _____

MINTO COMMUNITIES, LLC, a Florida
limited liability company

Jennifer Andrews
Print Name: Jennifer Andrews
Leigh Anne Leggett
Print Name: Leigh Anne Leggett

By: [Signature]
Name: WILLIAM BULLOCK
Title: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF Calver

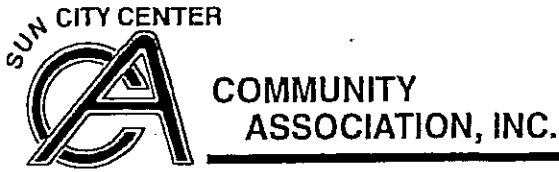
The foregoing instrument was acknowledged before me this 26th day of August, 2012,
by William Bullock, as Vice President of MINTO COMMUNITIES, LLC, a
Florida limited liability company, on behalf of the company, who is personally known to me or has
produced Fla. Driver License as identification.

B420-932-70-229-0

[Signature]
Notary Public
Print Name: ESTHER GRUSKIEVICH
My Commission Expires: 8-10-14



ESTHER GRUSKIEVICH
MY COMMISSION # EE 015810
EXPIRES: August 10, 2014
Bonded Thru Budget Notary Services



1009 N. PEBBLE BEACH BLVD. • SUN CITY CENTER, FLORIDA 33573
(813) 633-3500 • FAX (813) 634-3486

August 5, 2013²

Mr. Paul Wheat
2211 Westminster Lane
Sun City Center, FL 33573

Dear Paul:

Re: Maintenance of Pebble Beach Boulevard Medians

I am establishing a Task Force composed of residents of Sun City Center for the express purpose of developing a long term plan to identify the alternative ways and means of maintaining the Pebble Beach Boulevard medians after the developer departs Sun City Center following build out. I am appointing you as the Chair of this Task Force. This Task Force will report to the President of the Community Association and will be required to report your findings and results to the Sun City Center Community Association Board of Directors. This Task Force can meet at your discretion and can expect to receive administrative support from the Community Association in the form of meeting rooms and other assistance. This Task Force will be composed of Sun City Center Community Association members of your choice.

This Task Force will shape the future of Sun City Center and is critical to the future well being of the members of the Community Association. The following deliverables with due dates are expected from this Task Force:

1. Identify the alternative ways and means of maintaining the PBB medians and the funding stream – March 1, 2013
2. A phased action plan for implementing each of the identified alternatives - March 1, 2013.
3. Conduct community outreach meetings in the form of Town Hall Meetings or other such meeting techniques to inform the community of this effort and discuss the alternatives.
4. Final Report to the President and Board of Directors along with recommended courses of action – October 15, 2013.

Thank you for the efforts of yourself and the other panel members in this endeavor.

Sincerely

 A handwritten signature of Edmund L. Barnes in black ink.

Edmund L. Barnes
President

ELB:cd



**MODIFICATION OF THE RESOLUTION REGARDING
SIXTH AMENDMENT TO 1984 AGREEMENT**

Whereas, Sun City Center Community Association, Inc. (formerly known as "Sun City Center Civic Association") (hereinafter referred to as the "Association"), has entered into formal agreements (hereinafter collectively referred to as "the 1984 Agreement"), with W.G. Development Corporation ("W.G.") the developer of Sun City Center, Florida; and

Whereas Minto Communities, LLC ("Minto") is the successor to W.G. as the developer of the remaining residential properties in Sun City Center, Florida; and

Whereas, a previous Board resolution was executed regarding the sixth amendment on August 15, 2012 between Minto and the Association, and;

Whereas, circumstances require that the Exhibit "A" of the August 15, 2012 resolution needs to be modified in order for the Association to meet the intended requirements of the agreement between Minto and the Association.

NOW, THEREFORE, after due consideration and deliberation, the Board of Directors of the Association adopted the following resolution modifying the previous resolution at a duly convened meeting thereof on July 10, 2013.

BE IT RESOLVED, that the Board will take the following actions on the following modified schedule to secure a vote by the Association, as needed, to change the Association's Articles of Incorporation and Bylaws to permit funding of the maintenance cost for the Pebble Beach Boulevard medians, as defined in the Sixth Amendment.

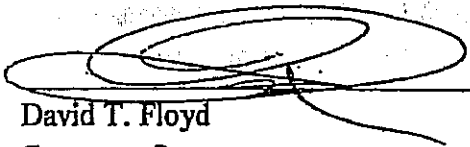
Exhibit "A"	
Activity	Completion Deadline
1. Establish Task Force	October 1, 2012 - Completed
2. Task Force Report on Funding alternatives.	March 1, 2013 - Completed
3. Community Outreach to inform, discuss alternatives	October 1, 2013 - Ongoing
4. Task Force recommendations to Board/ Board action and post on website.	November, 2013

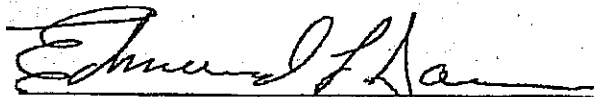
5. Incoming CA Board President to reappoint PBB TF to continue its actions.	January 5, 2014
6. News articles, Town Hall Meetings, Email blasts, and Ballot approvals by the Board.	February 1, 2014 through March 18, 2014
7. Association membership referendum on any required amendments to Articles or Bylaws, and other action items requiring Association membership approval, including a vote on a dues increase to fund maintenance costs for Pebble Beach Boulevard as follows: 1/3 of the total Pebble Beach Boulevard costs in 2015 2/3 of the total Pebble Beach Boulevard costs in 2016 Total Pebble Beach Boulevard costs in 2017.	March 19, 2014
8. If the Association does not approve amending the Articles of Incorporation or the Bylaws, as needed, or the use of dues for the maintenance of Pebble Beach Boulevard the Association agrees to work with Minto to transition maintenance of Pebble Beach Boulevard to Hillsborough County.	October 1, 2014

BE IT RESOLVED, that the Association agrees to indemnify, defend and hold harmless from and against any claims by the Association and its members related to implementing the modified Sixth Amendment.

Executed this 10th day of July, 2013.

Sun City Center Community Association, Inc.


David T. Floyd
Corporate Secretary


Edmund L. Barnes
President

THE ESTABLISHMENT OF A SPECIAL DEPENDENT (TAX) DISTRICT

The State of Florida has given Hillsborough County the authority to establish such districts for the purpose of maintaining, improving, and administering common areas and rights-of-way in the district. There are presently 46 of these districts in the unincorporated area of the county that have been approved by the Board of County Commissioners. There are over 600 Special Dependent Districts in the State of Florida.

This type of district levies a non-ad valorem assessment on properties within the district. This government imposed fee is not based on the value of the property. A County ordinance establishing the district defines the categories of properties on which the assessment will be levied and defines the maximum amount of the assessment.

A seven member Board of Trustees elected from voters registered in the district administers the district's business. Trustees are elected through a nonpartisan process run by the Supervisor of Elections Office for a term of four years. There are four officers elected by the Board of Trustees. These officers serve for two years.

The Board of Trustees determines and fixes the amount to be collected as an annual assessment within the district. It enters into contracts on behalf of the district. An Annual Financial Report is required.

Please note that the Board of Trustees does not have police powers and cannot enforce or assist in the enforcement of deed restrictions.

Special Districts are separate units of local special-purpose government set up under the Uniform Special District Accountability Act of 1989. They are held to the same high standards as cities and counties. The Board of Trustees must comply with Florida's Government in the Sunshine Laws, open record laws, and all other State laws pertaining to units of local government. Trustees are required to file annual Financial Disclosures with the State of Florida's Commission on Ethics.

Each district controls its own budget and governs its own financial affairs. The Board of County Commissioners approves the district's budget after County staff reviews it for consistency with various budgetary and accounting standards.

The annual assessment is collected by the county Tax Collector's Office as a non-ad valorem assessment concurrently with the collection of county "ad valorem" taxes. As with other county property taxes, this method requires properly noticed public hearings prior to the year the annual assessment is levied.

The Tax Collector's Office deposits assessment revenues into the districts own bank account after deducting 4% in fees. None of the district funds flow through the Hillsborough County budget or financial system. The district is required to submit an audited financial statement to the County annually. Taxpayers are protected with public official bonds for those trustees with check signing authority.

A key advantage to a Special District is that the interests of the residents in the district and self-government of the district are well protected. Also important, the value of individual properties and the desirability to reside in a community is better maintained.

There is a considerable amount of effort needed to establish a special dependent district. However, these efforts can be divided into manageable defined tasks to be divided among several working groups.

THE ESTABLISHMENT OF A SPECIAL DEPENDENT (TAX) DISTRICT

There is a requirement to develop standards, also known as a Statement of Work, for the level of landscaping that will be accepted (and approved) by the potential members of the district. This SOW will eventually be used to solicit bids for the work to be accomplished. Detailed consideration must be given to the amount and type of landscaping and the amount of maintenance effort required, particularly if trees, shrubbery and plants are involved. This must be accomplished "up-front" prior to solicitation of signatures on the petition because a "cap" of the annual assessment per lot is required as part of the text on the petition.

Irrigation and electrical operational and maintenance requirements have to be determined and operation and maintenance cost estimates obtained.

A legal definition of the boundaries of the Special District is required within which all property owners will be members who will be assessed annual fees. Along with this we must determine a workable "cost share formula" to include ClubLink's possible participation.

The educational and PR effort will be extensive. In addition to "out-reach" meetings open to all potential members, there is a county requirement for formal public meetings before consideration by the Board of County Commissioners. The County does post required notices of the public meetings but a wider PR effort within the community is desirable.

An organized and coordinated effort to obtain the necessary signatures on the County prepared petition to be presented the Board of County Commissioners is required. There is no time limit but a minimum of owners of 51% of the properties lying within the community (defined district) will be required to sign the petition. This will require an intensive organized effort within our community.

The County prepared petition will require the date signed by the petitioner, printed name, address and signature of the petitioner. Therefore, petitions that are grouped by street address appear to be the only workable approach. There are presently 6341 identified residential street addresses in SCC that can be grouped by more than 121 Unit Identification Codes. There are an additional 268 un-platted residential lots to be added to the total as Minto builds out. Therefore, 51% of 6609 means owners of 3371 residential lots will have to sign the petition. One petition page will be required for every ten petitioners.

As of 12/11/12, there were 4098 identified residential lots north of S.R. 674 (including Aston Gardens), 210 identified residential lots in St. Andrews, and 2033 identified residential lots lying south of S.R. 674 (including the Courtyards and Sun Towers but excluding St. Andrews). Adding the estimated 268 more residential lots to be eventually built in the Renaissance area will bring the final total south of S.R. 674 (minus St. Andrews) to around 2301, or approximately 35% of the total residential lots in Sun City Center, far less than the 51% of the lot owners that are required to establish a Special District.

There is a monetary requirement to verify the signatures of petition signers. This verification of signatures must be accomplished by a title abstractor or attorney. This cost is estimated to be about \$3,000. The funds for this effort are the responsibility of the potential members of the District. The only viable way is through individual or group donations. Someone or some group will have to solicit the donations "up front" to pay this fee.

Every Special District is required to pay an annual fee of \$175.00 to the Florida Division of Community Planning. Every Special District is required to have a registered agent and registered office.

Last, but not least, is a continuing requirement for involvement by the tax paying members of the district such as insuring a responsive Board of Trustees, attending Board meetings, reporting problems, etc.

EXPANSION OF SCC COMMUNITY ASSOCIATION RESPONSIBILITIES

Discussion Paper

Legal advice requested.

1. At your earliest convenience you are requested to review the below to confirm that the maintenance of the landscaping on PBB can be accomplished by the CA without placing our IRS 501(c) Tax Exempt status at undue risk.

2. Assuming it can be accomplished by the CA, you are requested to draft the necessary proposed amendment to the CA Articles of Incorporation which will be presented to the CA members for their approval by referendum.

3. Subsequently, it is planned to present the necessary amendments to the CA Bylaws which require approval at a membership meeting.

4. Please identify any notification requirements, other than providing the Florida Department of State with a copy of the Amended Articles of Incorporation, that are required by the IRS.

A. Problem:

1. The costs of the enhanced landscape maintenance, irrigation and street lighting in the Pebble Beach Boulevard (PBB) right of way has been, and still is, voluntarily funded for by the developer, i.e. Minto. The specific area involved are the medians in South Pebble Beach Blvd. from the turnabout at the entrance of Renaissance north to the intersection of State Road 674, a little more than one (1) and 4/10ths of a mile, and on North Pebble Beach from the intersection of State Road 674 north to where the median ends slightly north of the United Community Church, a little more than one-half of a mile.

2. In the recently approved Sixth Amendment to the 1984 Agreement, the Community Association "acknowledges the need to develop a plan for the maintenance of PBB once Minto no longer provides maintenance on PBB", and furthermore "agrees to take such actions as it deems necessary for the C/A membership to vote on changing the C/A's Articles of Incorporation and Bylaws on or before January 1, 2015."

3. It is further stated that "If the C/A membership does not approve changes in the Articles of Incorporation and Bylaws to allow maintenance of property not owned by the C/A and an increase in dues to fund the maintenance of PBB, the C/A agrees to work with Minto to transition the maintenance of PBB to Hillsborough County." Without doubt it is clear that there is a consensus among the residents

4. To best meet the terms of the Sixth Amendment, a Task Force, composed of residents of Sun City Center (members of the CA), was established for the express purpose of developing a long term plan to identify ways and means of maintaining the Pebble Beach Boulevard medians, after the developer departs Sun City Center following build out.

5. The first job of this Task Force was to identify all the alternative ways and means of maintaining the PBB medians, regardless of practicality, and the funding stream for each. In short, after several meetings and lengthy discussions, the only means of legally, financially, and practically accomplishing the enhanced landscape maintenance, irrigation and street lighting of PBB medians is by the use of

EXPANSION OF SCC COMMUNITY ASSOCIATION RESPONSIBILITIESDiscussion Paper

the existing Corporate structure and management resources of the Community Association, or by the establishment of a Special (Tax) District within Hillsborough County.

6. Again, without going into detail, it is clear to the Task Force that the costs of accomplishing the maintenance requirement will be less, by 3 to 4 % annually. and the budgetary and management requirements will be minimized, by using existing CA resources. A major challenge to this expansion of CA responsibilities will be the required membership approval of an appropriate amendment to the CA's Articles of Incorporation and Bylaws.

B. Present Community Association (CA) Responsibilities: Reference is made to the Restated Articles of Incorporation. Pertinent extracts are:

ARTICLE II:

a) The general nature, objects and purposes for which this corporation is exclusively organized and operated are charitable, scientific or educational. This corporation is to serve the residents of the retirement community located in Hillsborough County, Florida, known as Sun City Center, by providing relief for the elderly, providing assistance and essential services to tax-exempt entities, and operating in lieu of a municipal government by supplementing, but not duplicating, many costs of government, for the benefit of the residents, by maximum use of volunteer, uncompensated services from the residents.

In furtherance of these purposes, Sun City Center Community Association, Inc. shall manage recreational facilities owned for the benefit of all residents, shall enforce that private zoning known as "restrictive covenants running with the land" on behalf of the residents and for the benefit of the community as a whole (as opposed to private interests), and shall represent the retirement community known as Sun City Center before all organizations and persons.

This corporation shall receive and maintain funds of real and/or personal property, and subject to the restrictions and limitations hereinabove and hereinafter set forth, shall use the whole or any part of the income therefrom and the principle thereof exclusively for its charitable, scientific or educational purposes.

c) Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code or the regulations issued thereunder, or by an organization, contributions to which are deductible under Section 170(c)(2) of such Code and regulations issued thereunder.

ARTICLE III:

This corporation shall have and exercise all powers provided by the laws of the State of Florida pertaining to corporations not for profit including, but not limited to, Chapter 617 Florida Statutes and future amendments thereto, or succeeding statutes pertaining to corporations not for profit in the State of Florida, necessary or convenient to effect any and all of the charitable, scientific and educational purposes for which the corporation is organized, subject, however, to the following:

EXPANSION OF SCC COMMUNITY ASSOCIATION RESPONSIBILITIES

Discussion Paper

a) This corporation shall be operated exclusively for, and shall only have the power to perform activities exclusively within the meaning, requirements and effect of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended heretofore or hereafter.

ARTICLE XII:

All other amendments of these Articles shall require approval of twenty-five percent (25%) of all members in good standing, provided that such twenty-five percent (25%) is a majority of those voting in a referendum. This approval may be obtained only by referendum.

C. Comments concerning paragraph B:

1. The general nature, objects and purposes for which the CA is exclusively organized and operated are charitable, not scientific or educational.

2. Specifically, an object and purpose of CA operations is to provide relief for the elderly who reside in the defined retirement community known as Sun City Center.

3. To help meet this object and purpose, the CA operates in lieu of a municipal government by supplementing, but not duplicating, many costs of government, for the benefit of the residents, by maximum use of volunteer, uncompensated services from the residents.

4. The ability to absorb the maintenance of the PBB medians, owned by the county, do not mesh into any of the three stated *raison d'être* of the CA.

5. The CA has qualified as an IRS 501(c)(3) Tax Exempt Organization. Therefore, any amendment to the CA Articles of Incorporation cannot conflict with those respective IRS guidelines.

D. Suggested approach to "folding" the PBB median maintenance into the current IRS approval.

1. It is believed that the only way to resolve this issue is to demonstrate that the maintenance of the PBB medians is directly related to the "charitable" object and purpose of the CA.

2. A review of miscellaneous IRS communications and documents referring to the needs of the elderly indicates that it has been accepted by the IRS that that, as a class, the aged are highly susceptible to forms of distress in the sense that they have special needs because of their advanced years. Such needs include suitable housing, physical and mental care, civic, cultural, and recreational activities, in an overall environment conducive to dignity and independence, all specially designed to meet the needs of the aged.

3. In short, the basis for the CA in obtaining the original approval as an IRS 501(c)(3) Tax Exempt Organization is that the CA operates for, and services, this IRS identifiable class of people called "elderly". The services and benefits provided were spelled out, not only in the CA's original application for this tax exempt status, but reaffirmed in the CA's appeal to the IRS National Office in 2000.

4. In review of the IRS definition of "charitable" such explanatory terms, among others, are: relief of the distressed, lessening of the burdens of Government, combating community deterioration, and lessening of neighborhood tensions. This leads one to believe that the services that could be provided

EXPANSION OF SCC COMMUNITY ASSOCIATION RESPONSIBILITIESDiscussion Paper

by the CA, under the term "relief to the elderly", are not necessarily limited geographically to the recreational facilities owned by the CA.

5. As concerns housing, the defined retirement community of Sun City Center includes all types of housing suitable for the elderly including single homes, townhouses, condominiums, independent living, and assisted living facilities, all of which have residents who are members of the CA and use the CA facilities. All these facilities are covered under the HUD rules for "Housing for Older Persons".

6. To provide the physical and mental needs, and civic, cultural, and recreational activities, the CA owns, manages and operates two main campuses, one located on North Pebble Beach Blvd. and the other on South Pebble Beach Blvd. These campuses are designed for easy and safe access/egress, designed parking areas for cars and golf carts, with designated handicapped parking places for each, brightly painted "safety hazards", well lit for pedestrians at night, and aesthetically pleasing to the CA members as well as to their visitors.

7. Pebble Beach Blvd. is the major north – south road way in Sun City Center. All others stop/begin on S. R. 674. The medians on PBB are aesthetically well maintained by the developer and are sufficiently lit at night for cars and pedestrians. (Note: golf carts are not allowed on county roads, i.e. PBB at night). The main entrances and exits to both campuses are on PBB. When a majority of residents travel to and from their homes to S.R. 674, they travel on PBB. Specifically, over one-third of the residents (CA members) must travel on South Pebble Beach Blvd. to exit on S.R. 674. The other two-thirds of residents, again CA members must travel on South Pebble Beach to gain access to the CA campus located there. Generally speaking, the majority of CA members must travel on North Pebble Beach Blvd. to gain access to the CA campus located there. This explanation is provided to show how important travel on PBB is to our members.

8. It is now apparent, from conversations with the County, that if the maintenance of the medians is turned back to the county, the following will occur:

- All enhanced landscaping other than trees and basic ground cover must be removed.
- There will be no future irrigation of the median.
- Street lights located on the medians, now paid for by the developer, will be turned off.
- There will be no fertilization provided.
- Weeding and edging will be minimal, if at all.
- There will be no trimming of palm trees.
- There will be limited removal of dead vegetation and trash.
- Taller grass will provide cover for snakes, small animals and varmints.
- There will be limited, if any, spraying for other vermin and pests.

9. In addition, and related to the mental health of our residents, is the impact such a turn-over will cause on the value of homes in Sun City Center. Many of our homeowners look to their homes as a possible source of future revenue or maintaining their estates to their heirs.

E. Conclusions:

1. Without doubt, the turnover of landscape maintenance of the PBB medians to the county will cause increased distress on CA members using PBB to access the CA campuses and, in many cases, to access S.R. 674 from their homes, and will eventually effect the life style and property values of all residents in Sun City Center.

EXPANSION OF SCC COMMUNITY ASSOCIATION RESPONSIBILITIES

Discussion Paper

2. Of the two viable options for the continuation of the enhanced landscaping, the option of accomplishing it through the existing resources of the CA is the most promising.

a. The establishment of a Special District requires a petition with the signatures of at least 51% of lot owners within the defined district before the Board of County Commissioners will even consider it. An amendment to the CA Articles of Incorporation requires approval of only twenty-five percent (25%) of all members. It is believed this is achievable.

b. The budgetary, billing and enforcement processes can be absorbed in the present CA organization with few additional costs. The county charges fees totally 4% of the approved budget upfront.

c. Management of the median landscaping, contracting and contract administration requirements, can be accomplished by the CA Board of Directors and the CA Community manager. A Special District would require a separate Board of Trustees, an additional community organization to be manned by volunteers, i.e. CA members, and most likely, a separate paid manager, an unnecessary expense to our members

Sincerely,

Ed Barnes
President, SCC CA

Memorandum

TO: Mitch Horowitz
FROM: Micah Fogarty
DATE: December 5, 2012
RE: Sun City Center Community Association
Matter No. 104-2069

Facts

Sun City Center Community Association (the "CA") is a §501(c)(3) organization with stated charitable purposes of: (1) serving the residents of the retirement community located in Sun City Center by providing relief for the elderly; (2) providing assistance and essential services to tax-exempt entities; and (3) operating in lieu of a municipal government by supplementing, but not duplicating, many costs of government, for the benefit of the residents, by maximum use of volunteer, uncompensated services from the residents. In furtherance of these charitable purposes, CA manages recreational facilities owned for the benefit of all residents.

Currently, the developer, Minto, voluntarily pays for the costs of maintaining enhanced landscaping along the median of a major boulevard that runs through the community. CA anticipates that Minto will no longer provide these landscaping services in the near future. The members of the CA, elderly residents, enjoy the scenery of the enhanced landscaping along the median.

The CA performed due diligence to determine various alternatives to maintaining the landscaping, including having Hillsborough County maintain the median. The CA understands that Hillsborough County will not perform any enhanced landscaping. The enhanced landscaping is an important feature of the community and contributes to the quality of life of the elderly members of the CA.

The CA proposes to pay for the costs of the enhanced landscaping itself, so long as such a function is consistent with the exempt purposes outlined above.

Legal Analysis

The CA's payment of the landscaping costs of the medians likely is consistent with both the exempt purposes of serving the residents of the retirement community and of lessening the burden of the government.

Relief of Elderly. IRS generally recognizes that the elderly, apart from considerations of financial distress, have special needs the satisfaction of which can be a charitable activity. For example, it is recognized in the Congressional declaration of objectives, Older Americans Act of 1965, that such needs include suitable housing, physical and mental health care, civic, cultural, and recreational activities, and an overall environment conducive to dignity and independence, all specially designed to meet the needs of the aged. *Rev. Rul. 75-198*. Landscaping along the roads by which the majority of the residents of the retirement community pass addresses the special needs of the elderly residing in the community and likely contributes to the general, mental well-being of the residents.

Lessening Government Burdens. Historically, the IRS has relied on two requirements for any activity to further the charitable purpose of relieving government burdens: (1) the government must have acknowledged the activity as its responsibility and (2) the activity must, in fact, relieve the burdens government has acknowledged. An activity is a burden of the government if there is an objective manifestation by the governmental unit that it considers the activities of the organization to be its burden. Whether the organization is actually lessening the burdens of government is determined by considering all of the relevant facts and circumstances. *See, e.g., Rev. Rul. 85-2, 1985-1 CB 178; Rev. Rul. 85-1, 1985-1 CB 177.*

We understand that Hillsborough County is generally responsible for maintaining the public roads in the County, including maintaining the medians along the roads. The medians at issue are in Hillsborough County and, thus, absent the maintenance of the medians by the CA or a third party, we understand that Hillsborough County would be legally required to maintain the medians. If the CA pays for the maintenance of medians, Hillsborough County would be relieved of its burden of maintaining these public medians. Thus, we believe that the CA's payment of the expenses for the enhanced landscaping of the medians lessens the burdens of Hillsborough County and is in furtherance of an exempt purpose of the CA.

Effectuating the Proposal. Because the CA's maintenance of the medians is consistent with its exempt purposes, such an action should not constitute a material change in purpose or operation and, thus, should not require an amendment to the Articles of Incorporation or to the Bylaws of the CA. The CA may take the position that the Board of Directors is taking action in furtherance of the exempt purposes of the CA, as outlined in the Articles of Incorporation and the Bylaws.

Article X of the Articles of Incorporation of the CA provides that "[t]he Directors shall not enter into any contract that commits the corporation to expend or use corporate funds or assets in an amount greater than fifteen percent (15%) of the then operating budget without the approval of the members in a referendum." If the projected cost of the enhanced landscaping exceeds 15% of the operating budget of the CA, the Directors need to obtain approval from the members of the CA. If the projected costs do not exceed this 15% threshold, the Directors do not need to obtain approval from the members of the CA.

Assuming the projected cost of the landscaping does not exceed the 15% threshold described in Article X of the Articles, the Directors of the CA should document the due diligence performed in concluding that the CA should pay for the landscaping, and should prepare and execute a resolution to that effect.

Sun City Center Community Association, Inc.
December 5, 2012

Since the CA is not changing its purpose or operation, we do not believe that anything needs to be reported to the IRS, other than the information required to be included on Form 990.

To: SCC Community Association "Pebble Beach Task Force"
From: Task Force Member, Gary Kaukonen, REALTOR®
Date: January 22, 2013
Re: Potential Impact on Home Values

Overview

Based on the Interim Report dated January 17, 2013, and submitted by Paul Wheat, Task Force Chairman, to Community Association President Ed Barnes, this report will only consider the two alternatives that seem to be most likely at this time:

Option 1

Request the Community Association to assume the responsibility of maintaining the medians so that their appearance and curb appeal do not significantly diminish.

Option 2

Transition the maintenance of the medians to Hillsborough County, which will require an elimination of much of the present vegetation and will significantly reduce the appearance and curb appeal of the landscaping in the medians.

Task Force Evaluation of these 2 Options

To determine the potential impact on home values, this report has utilized a number of resources as follows:

A. **A 2011 Joint Study on 55+ Home Buyers**

RISMEDIA, January 19, 2011—A joint study by the 50+ Housing Council of the National Association of Home Builders (NAHB) and the MetLife Mature Market Institute has found that 55+ buyers consider the design, amenities, and appearance of the residence and the community that they move to be very important.

B. **A Research Report by Alex X. Niemiera, a horticulturist at Virginia Tech**

In a report by Alex Niemiera, it was found that a well-landscaped home had a significant price advantage over a home with no landscaping. That advantage ranged from 5.5 percent to 12.7 percent. Niemera's research makes clear that buyers are looking for a diversity of plant life within the landscaping design.

C. **<http://www.bobvila.com/articles/347-landscaping-a-good-investment>**

A professionally landscaped property is a sure ticket to quick resale. It gives a home curb appeal, a sense of place and value. "It's the first thing you see," says Joan Honeyman, of Honeyman Landscape Architecture in Washington, D.C., "and that first impression can add 20 percent to your home's value."

D. **Professional Articles on Curb Appeal**

"Curb appeal is the attractiveness of the exterior & landscaping of a home or community. Studies show that a majority of buyers will not get out of their car if they do not find a home's curb appeal visually attractive. With more and more people shopping for homes online, potential buyers could be turned off from viewing a community or home that is unattractive as it forms potential buyers' first impressions, which are often difficult to change."

E. **Professional Articles on Landscaping**

"Landscaping can add tens of thousands of dollars to the value of a property. In fact, it is one of the few home improvements that not only adds immediate value, but also increases in value since plants grow fuller and more robust as the years go by. A landscape full of large, mature plants is obviously one that has been carefully tended over the years, and that sends a positive signal to buyers."

F. **Norfolk, Virginia – Bureau of Community Enrichment**

"First Impressions – Creating Curb Appeal" **See pages 3 & 4.**

G. **The Value of Landscaping**

"12 Separate, Independent Media Evaluations" **See pages 5, 6, & 7.**

H. **An Online Evaluation of Three Other 55+ Communities in Florida**

1. "Valencia Lakes – Spectacular Community Entrance" **See page 8.**

"Rock waterfalls, soaring palms, sweeping oaks, tranquil reflecting pools and sparkling lakes define Valencia Lakes' multi-million-dollar entry. The quality of the community is established at the entry and continues throughout."

2. "Southshore Falls, a Del Webb Community" **See pages 9 & 10.**

3. "The Villages" **See pages 11 & 12.**

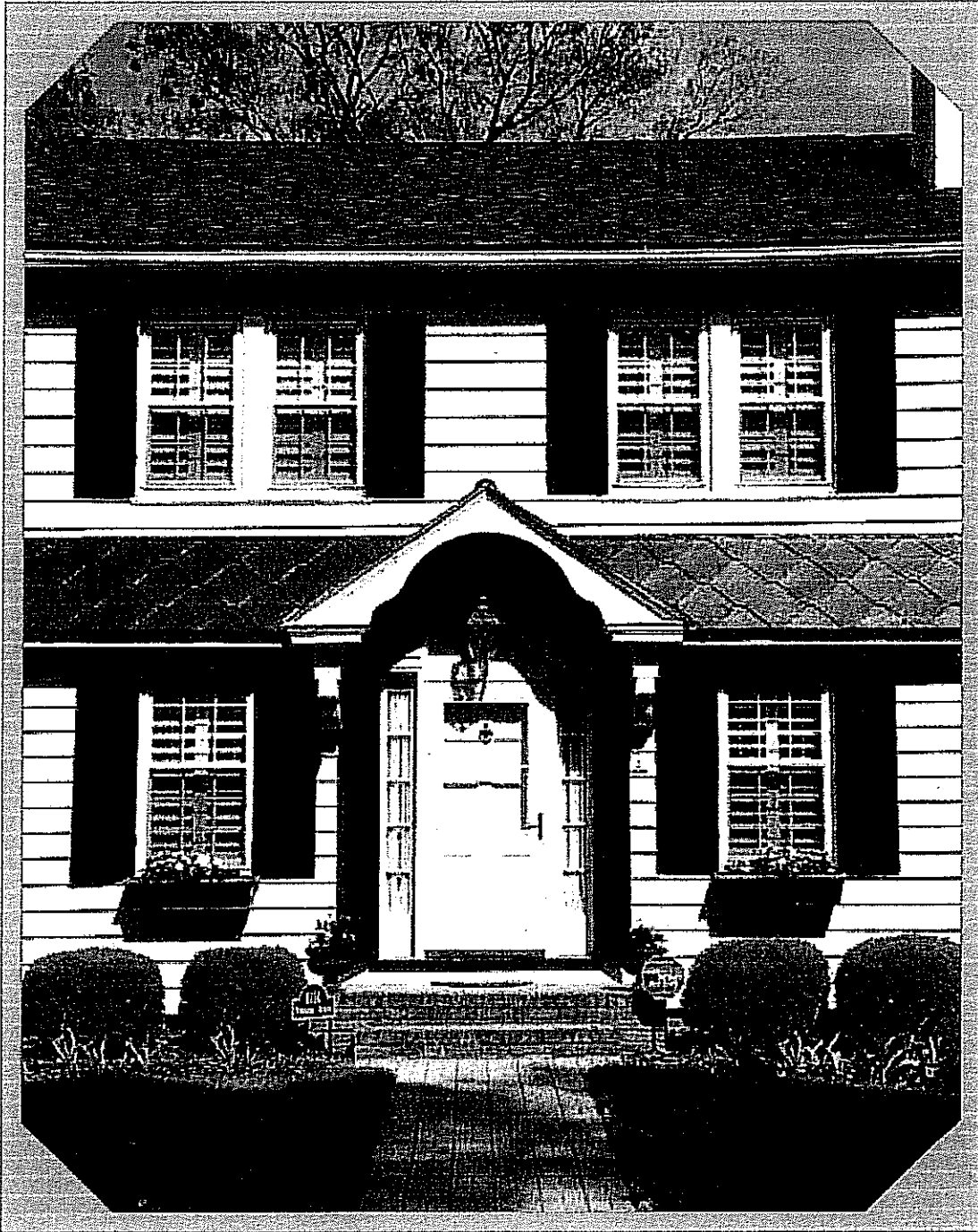
Conclusion

Every resource, every report, and every expert, agree that landscaping increases property values for both individual properties and for communities. Option 1 is clearly the best choice for the present residents of Sun City Center and for all future residents.

FIRST IMPRESSIONS

Creating Curb Appeal

③



NEIGHBORS
BUILDING
Neighborhoods

CREATING NEIGHBORHOODS OF CHOICE

COME HOME TO
NORFOLK
Now

Bureau of Community Enrichment

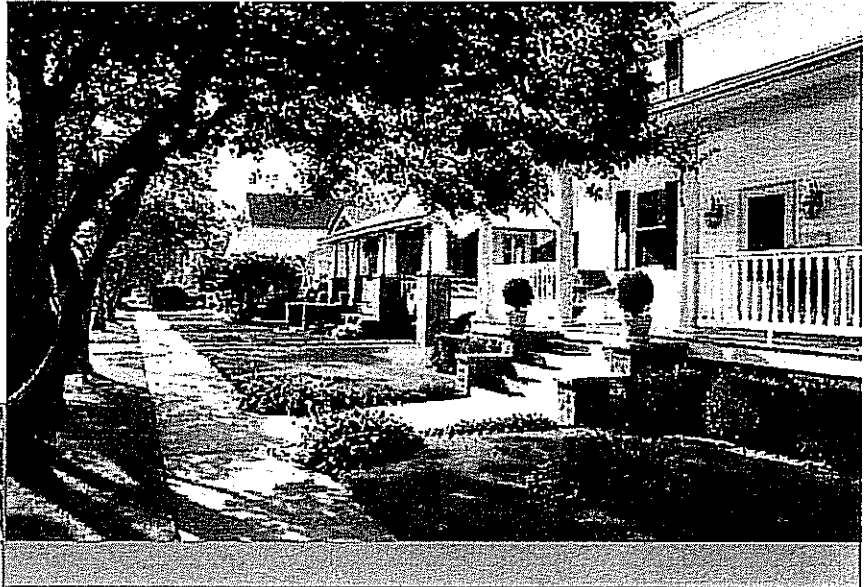
landscaping

4

COME HOME TO
NORFOLK
Nova

Creating natural appeal.

Landscaping can seem overwhelming, but it need not be. Simple changes and additions can make a big—and colorful—impact. Alternatively, ignoring the yard, or doing something that's out of character with the neighborhood, not only detracts from curb appeal but can jeopardize the value of your home. Start by renewing planter beds to get the most out of a basic landscaping make-over. Prune bushes, pull weeds, plant flowers, add new mulch and edge the lawn.



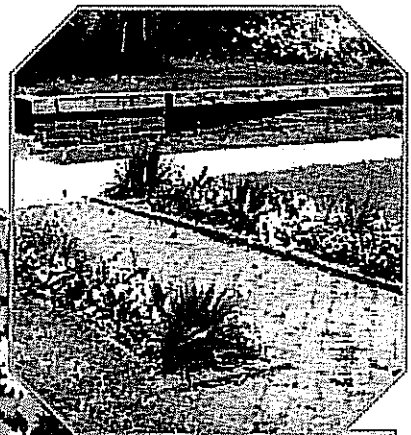
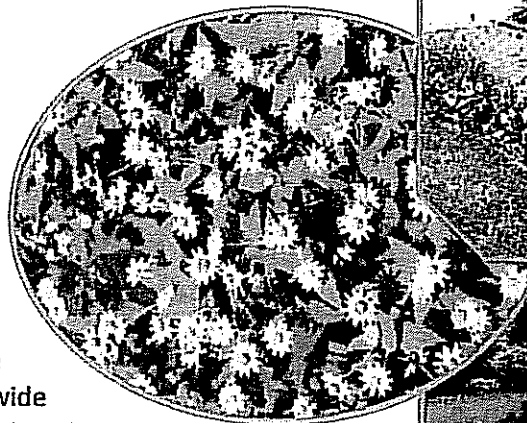
The use of stone or brick for sidewalks, edging and steps make an elegant statement. If stone or brick borders a planting bed, make sure it is clean and all pieces are firmly set in place.

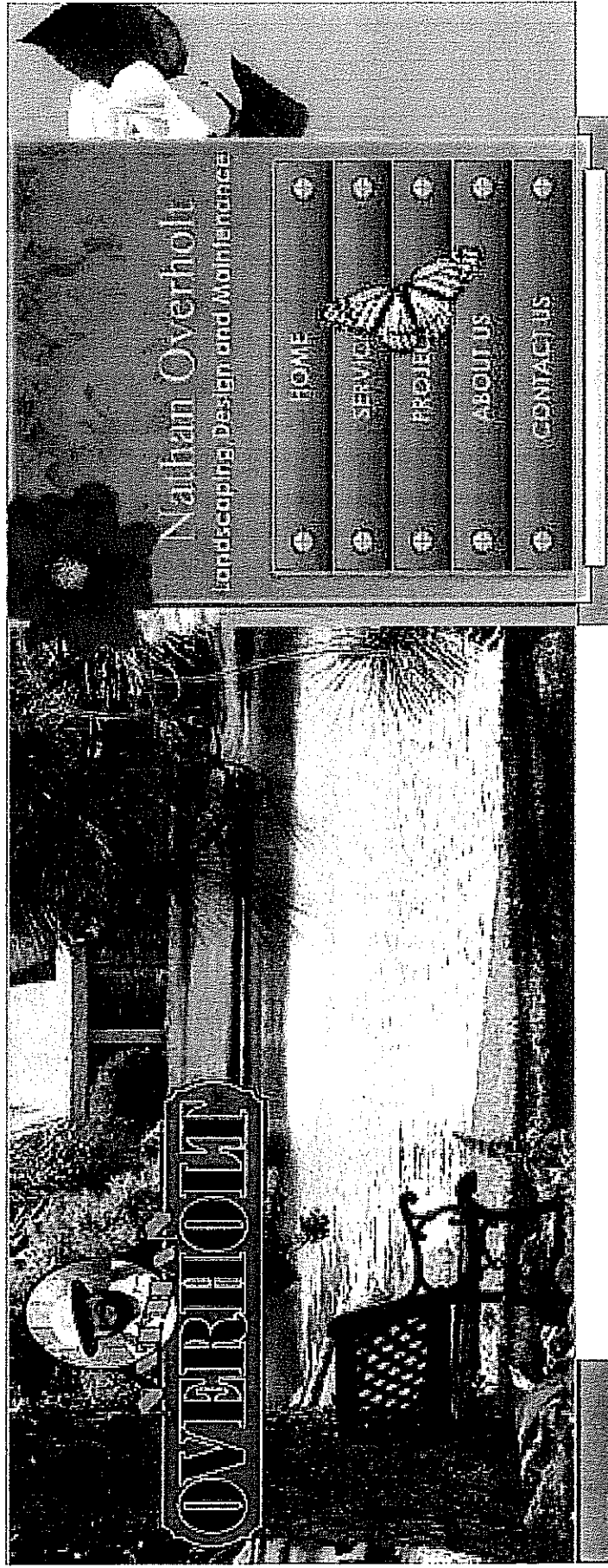
Any landscaping done on a right-of-way should be approved by the City prior to beginning work.

Good lawns are an integral part of your house's curb appeal. Mowing at the correct blade height, using a sharp mower blade, and properly watering the grass can lead to a thick lawn without brown spots or excessive weeds. Grasses such as tall fescues, Kentucky bluegrass, perennial ryegrass, fineleaf fescues, and St. Augustine should be cut 2.5 inches tall. Zoysias grass and Bermuda grass should be cut 1 to 1 1/5 inches tall. Grass should be cut when it is 1/3 taller than the cut height.

Trees and bushes create a dynamic setting and give the property a look of permanence. Recent nationwide surveys show that mature trees in a well-landscaped yard can increase the value of a house by 7 to 19%.

Have a right-of-way that could use a tree? Contact the City of Norfolk's Recreation, Parks and Open Spaces to request a tree planting at 757-823-4023, or go online: www.celebratetrees.norfolk.gov





THE VALUE OF LANDSCAPING

Landscaping could add up to 15 percent to a home's value. National Association of Realtors President-Elect, Walt McDonald of Riverside, Calif., was quoted in the article as saying, "When people ask me how they can get strong interest in their property, I always tell them to fix up their landscaping."

SmartMoney

When Americans want to enhance their homes, they focus on the outdoors. In a recent Gallup research project, homebuyers revealed they think landscaping adds 14.87 percent to a home's selling price. In another survey, Money magazine reported that landscaping as a home-improvement project has a recovery value of 100 to 200 percent if it is well done and harmonizes with nearby foliage. Real

estate agents agree. Ninety-five percent of the members of the Society of Real Estate Appraisers concur that landscaping adds to the dollar value of real estate, while 99 percent said that landscaping enhances property's "sales appeal," increasing the actual speed of the sale.

Lawn & Landscape, August 2002

Landscape investments are recovered fully, and sometimes doubled, via increasing real estate values.

Wall Street Journal

Spending on landscape design and installation has more than tripled in the past five years, hitting \$14.3 billion in 2002. And no wonder—it offers the best return on investment of any home improvement you can make.

Money Magazine (May 2003)

Those trees in your yard provide more than just shade. According to a recent study by the U.S. Forest Service, trees can increase a home's value by three to seven percent. Meanwhile, poor landscape design can actually decrease property values by up to 10-percent according to a 1994 study published in the Journal of Environmental Horticulture.

Miami Herald, Realtor Magazine Online and Money

Landscaping can reduce air conditioning costs by up to 50 percent, by shading the windows and walls of a home.

American Public Power Association.

In one study, 99% of real estate appraisers concurred that landscaping enhances the sales appeal of real estate

Trendhomics, National Gardening Association

A mature tree can often have an appraised value of between \$1,000 and \$10,000.
Council of Tree and Landscape Appraisers.

6

Landscaping can bring a recovery value of 100 to 200 percent at selling time. Kitchen remodeling brings a 75 to 125 percent recovery rate, bathroom remodeling a 20 to 120 percent recovery rate, and addition of a swimming pool a 20 to 50 percent recovery rate.

Money Magazine

Homes with "excellent" landscaping can expect a sale price about 6 to 7 percent higher than equivalent houses with "good" landscaping, while improving landscaping from "average" to "good" can result in a 4 to 5 percent increase.

Clemson University.

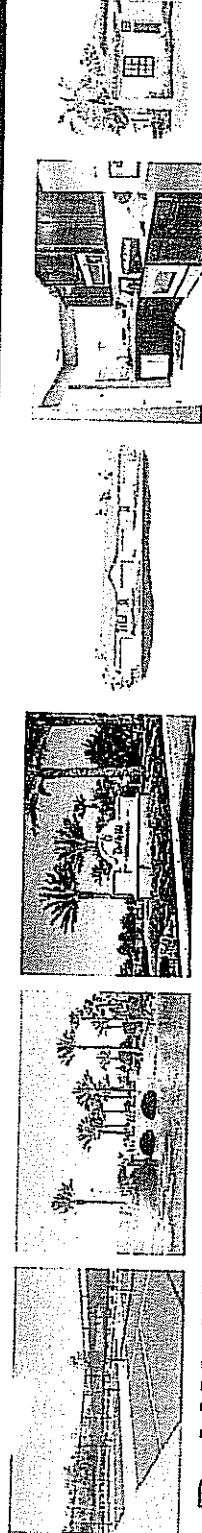
Landscaping can add between 7 and 15 percent to a home's value.

The Gallup Organization.

Landscaping may significantly reduce your energy bills. Carefully positioned trees can save up to 25% of a typical household's energy for heating and cooling. Computer models from DOE predict that just three trees, properly placed around the house, can save an average household between \$100 and \$250 in heating and cooling energy costs annually...

U.S. Department of Energy





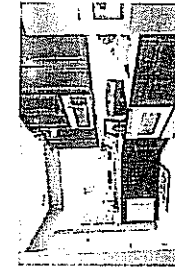
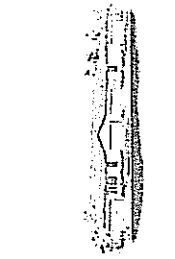
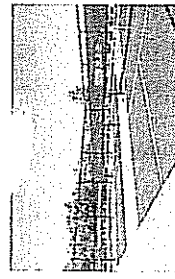
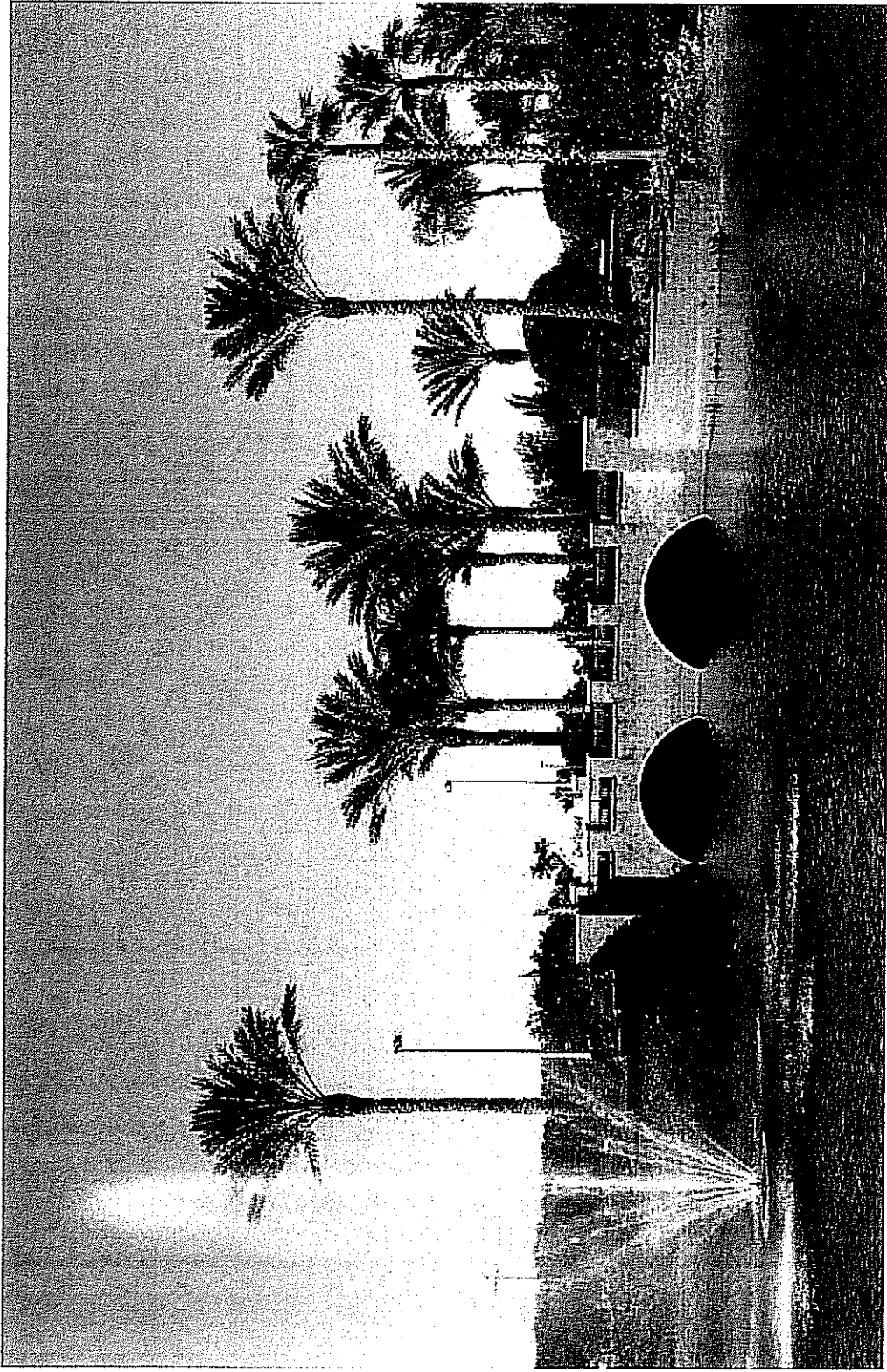
PREVNEXT

Highlights

Prices range from

133,990 to \$243,710





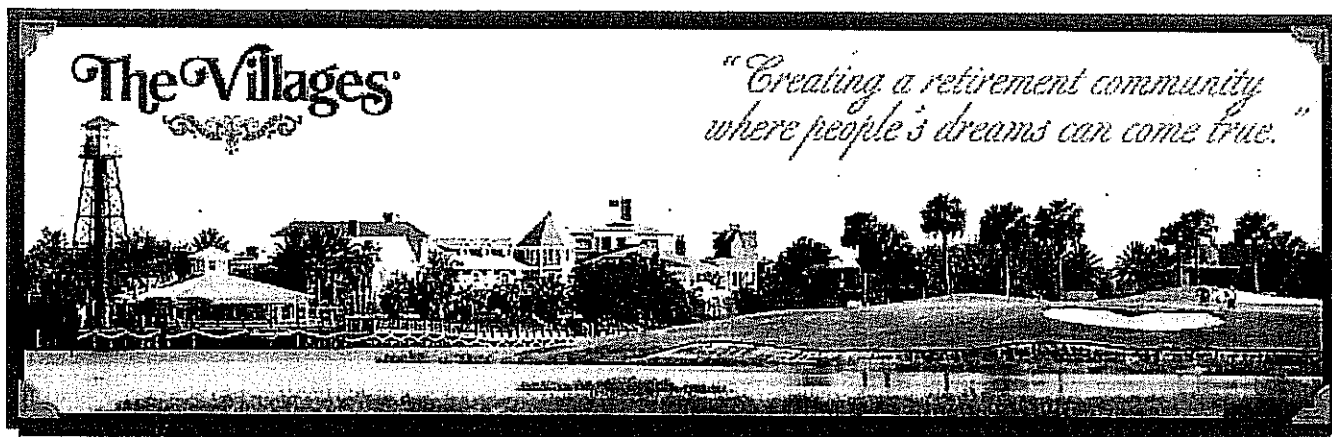
PREVNEXT

Highlights

Prices range from \$133,990 to \$243,710

10

(11)



HOME

LOCATION/DIRECTIONS

The Villages is centrally located in the Heart of Florida—convenient to all Florida's famous tourist attractions.

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[The Villages Commercial Property](#)
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[The Waterfront Inn](#)
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About Us



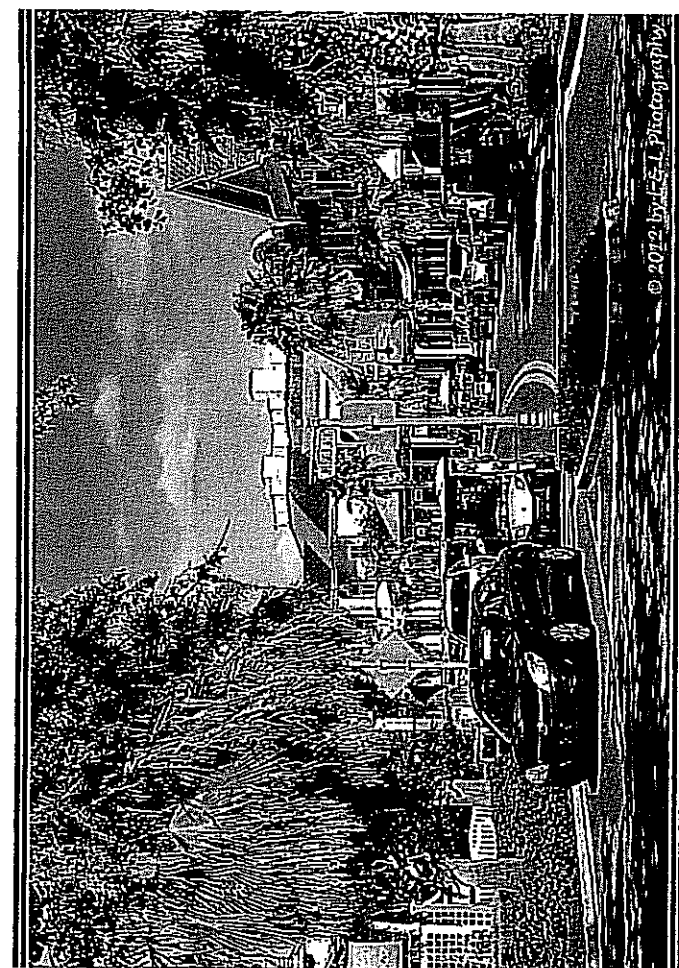
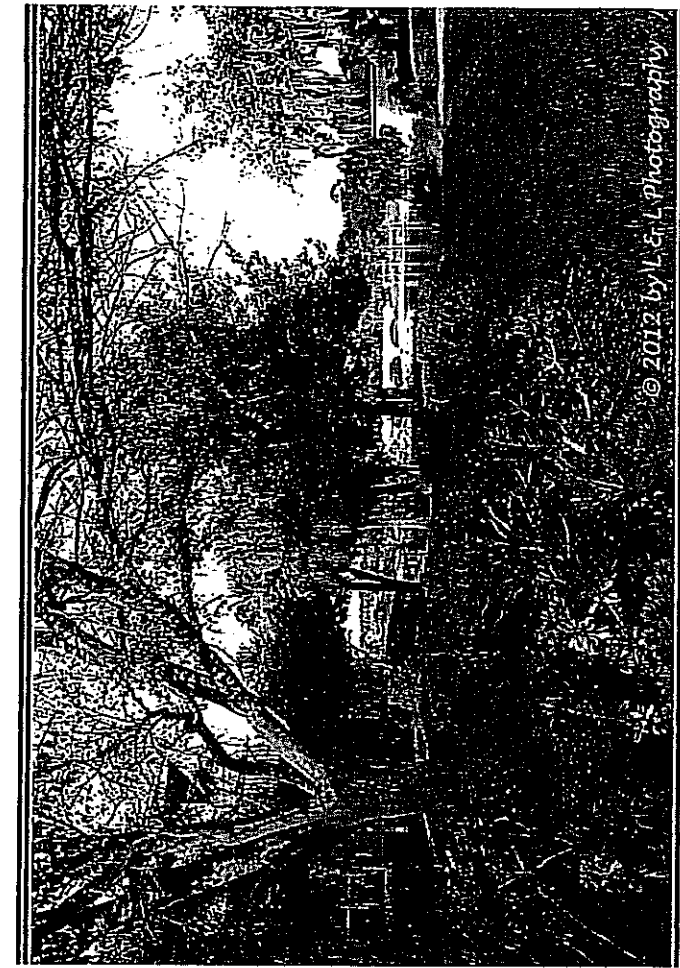
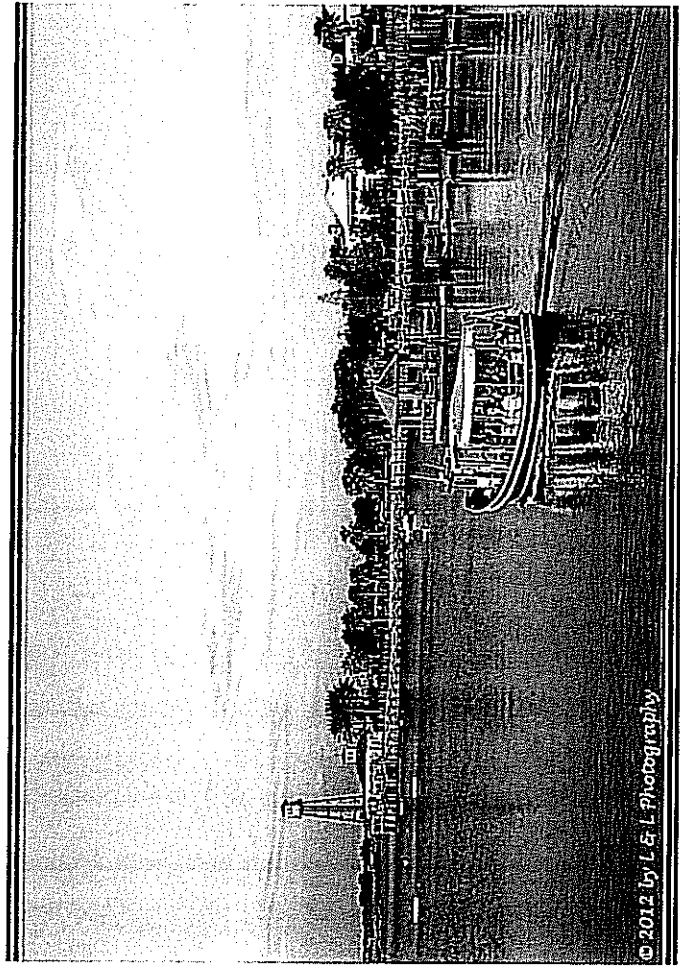
"We have dedicated our lives to building a retirement community where people's dreams can come true."

-Harold S. Schwartz

The Villages is an active retirement community located in sunny central Florida. Conceived over 50 years ago, our hometown has flourished under the guidance of the family who created it, our dedicated employees, and most importantly the folks who call The Villages home.

Our purpose always has, and always will be, "To create a retirement community where people's dreams can come true." We continue to redefine retirement living by offering the best in homes, lifestyle and amenities for our residents each and every day.

Visitors and newcomers alike often refer to The Villages as, "Florida's Friendliest Hometown," a name we gladly embrace.



PEBBLE BEACH TASK FORCE
SYNOPSIS OF
PEBBLE BEACH LIGHTING SITUATION AND COSTS

1. There are 4 light poles located in the medians of North Pebble Beach, each pole with 2 lights each. The annual costs being paid by Minto for these lights is presently \$1435. Once Minto stops paying this electrical bill to TECO, these lights will go out. The County (Mr. Steve Valdez in person, and County Staff by e-mail) has stated that the County will not pay for street lighting in residential areas.

2. There are 14 light poles located in the medians of South Pebble Beach. Additionally there is a light pole on the West side of SPB near Simmons Lake which is paid for by Lighting District 13, and another light pole with a single light located on the East side of SPB near the intersection of Chipper Drive, probably paid for by ClubLink, for a total of 16 identified light poles on SPB.

3. Minto is presently paying the costs for 6 poles, with two lights each, on South Pebble Beach nearest S.R. 674. The annual costs being paid by Minto for these lights is presently \$2040. Once Minto stops paying this electrical bill to TECO, these lights will go out.

4. This leaves 10 poles, with 2 lights, unaccounted for by billings. Liaison with TECO has revealed that there are 10 poles, each with 2 lights, now identified as these ten poles, presently being paid for by Hillsborough County. Since the County is "unaware" of this "subsidy", it is suggested that this is a "sleeping dog" that should not be aroused. The annual cost of these 10 light poles and lights is estimated to be \$3250.

Note: It is believed that even if, after at least 25 years, the County were to discover this "discrepancy" in policy, there is little risk in the transfer of this cost to the residents of SCC.

5. For budgeting purposes, the total annual cost of lighting on Pebble Beach to be paid by "someone" in the future is \$3,475. This includes \$235 in sales taxes which the CA would not be required to pay, thereby resulting in an annual cost of \$3,240.

6. When discussing the median lighting requirements and costs, the following information should be kept in mind:

a. Street lighting in Hillsborough County is accomplished by the establishment of a "Lighting District". Presently there are more than 775 Lighting Districts with over 32,500 lights serviced by Hillsborough County.

b. "Servicing" by the County includes planning and engineering, installation, maintenance, tree trimming, and energy to operate the light. Lights are installed and maintained by TECO. Regular re-lamping is part of a preventive maintenance plan. Necessary tree trimming is done upon request of the residents. All light fixtures are equipped with a dusk-to-dawn sensor controlling light operation.

c. Street lighting is billed in advance as a uniform non-ad valorem assessment as part of the annual (ad valorem) property tax bill. Assessments are done by lot or by front footage (for large lots).

d. From a review of available documents, one can surmise that at the time the street lights were installed by the County (many years ago) in the medians of North Pebble Beach, and the most northern medians on South Pebble Beach (all public right-of-way), the County (being tax exempt) agreed with the developer to forego the normal process of annual non-ad valorem assessments if the developer, in the place of a Lighting District, paid the cost of operating the lights directly to TECO. Evidently the County still performs other "servicing" requirements. No change to this billing procedure should take place if the CA were to pick up Minto's present responsibilities.

e. Concerning the situation for the 10 poles and 20 lights that the County is presently paying for, one can surmise that when the developer was negotiating with the County on the landscaping of the southern portion of SPB, a "hand shake" was worked with County Staff to have these poles installed by and paid for by the County. Again, since the medians are public-right-away, no Special Lighting District was established, and the County is tax exempt, it is suggested that this is a "sleeping dog" that should not be aroused.

APPENDIX K

ESTIMATED FUTURE CA COSTS
FOR PBB MEDIAN MAINTENANCE

<u>YEAR</u>	<u>EST ANNUAL TOTAL COSTS</u>	<u>CA's SHARE PERCENT</u>	<u>EST CA's SHARE DOLLARS</u>	<u>OFF SETTING CA INCOME</u>	<u>EST CA TOTAL COST</u>	<u>EST NR OF CA MEMBERS</u>	<u>EST CA COST PER MBR PER YEAR</u>	<u>EST CA COST PER MBR PER MONTH</u>
2013	\$103,360	0	\$0	\$0	\$0	10,800	\$0.00	\$0.00
2014	\$103,360	0	\$0	\$0	\$0	10,900	\$0.00	\$0.00
2015	\$103,360	33.3	\$34,419	\$0	\$34,419	11,000	\$3.13	\$0.26
2016	\$103,360	66.7	\$68,941	\$0	\$68,941	11,100	\$6.21	\$0.52
2017	\$103,360	100	\$103,360	\$0	\$103,360	11,200	\$9.23	\$0.77
(10/13/2013)								