Poinciana
Community Development District

Agenda Package

December 19, 2018

AGENDA

Poinciana
Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

December 12, 2018

Board of Supervisors
Poinciana Community
Development District

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet **Wednesday, December 19, 2018 at 11:00 AM at the Starlight Ballroom, 384 Village Drive, Poinciana, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Pledge of Allegiance
3. Public Comment Period on Agenda Items
4. Approval of Minutes of the November 28, 2018 Meeting and the Amended Minutes of the August 15, 2018 Meeting
5. Presentations by Law Firms Regarding District Counsel Services
6. Discussion of Solivita Theater
7. Consideration of Non-Ad Valorem Assessment Administration Agreement with the Polk County Property Appraiser
8. Staff Reports
    - A. Attorney
        - i. Memorandum Regarding Budget Amendment
        - ii. Discussion of Issues Related to Public Records Requests
    - B. Engineer
    - C. District Manager
        - i. Approval of Check Register
        - ii. Balance Sheet and Income Statement
    - D. Field Manager
        - i. Field Manager's Report
        - ii. Customer Complaint Log
9. Supervisor's Requests
10. Other Business
11. General Audience Comments
12. Next Meeting Date – January 16, 2019
13. Adjournment

The second order of business is the reciting of the Pledge of Allegiance.

The third order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The fourth order of business is the approval of minutes from the November 28, 2018 Board of Supervisors meeting and the amended minutes of the August 15, 2018 meeting. Both minutes are enclosed for your review.

The fifth order of business is presentations by law firms regarding District Counsel services. Copies of the background information on each firm is enclosed for your review.

The sixth order of business is the discussion of the Solivita Theater. This is an open discussion item and no back-up material is available.

The seventh order of business is the consideration of the contract agreement for non-ad valorem assessment administration with the Polk County Property Appraiser. A copy of the agreement is enclosed for your review.

The eighth order of business is Staff Reports. Section A is the Attorney's Report. Sub-Section 1 includes the memorandum regarding the recently approved budget amendment and Sub-Section 2 includes the memorandum regarding public records requests. Section C is the District Manager's Report. Sub-Section 1 includes the check register for approval and Sub-Section 2 includes the balance sheet and income statement for your review. Section D is the Field Manager's Report. The report containing the monthly treatment reports is enclosed for your review. Sub-Section 2 includes the customer complaint log for review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

George S. Flint
District Manager

CC: Michael Eckert, District Counsel
Kathleen Leo, District Engineer
Alan Scheerer, Field Manager
Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING
POINCIANA
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Poinciana Community Development District was held on Wednesday, November 28, 2018 at 11:00 a.m. in the Starlight Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Lita Epstein	Chair
Michael Luddy	Vice Chairman
Tony Reed	Assistant Secretary
Elizabeth Lambrides	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Eckert	District Counsel
Jan Carpenter	Special Counsel
Kathy Leo	District Engineer
Alan Scheerer	Field Manager
Clayton Smith	Assistant Field Manager
Kathy Fox	Clarke Environmental

The following is a summary of the discussions and actions taken at the November 28, 2018 Poinciana Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS **Roll Call**

Ms. Epstein called the meeting to order and called the roll.

SECOND ORDER OF BUSNESS **Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Public Comment Period on Agenda Items**

Ms. Epstein asked if anybody had any comments.

Norm Gundel, 419 Fountain Valley Lane, started out by saying that he was referring to Item 11A on the agenda. Speaking to the Board, he asked them to help reimburse their lawyers who opposed bond validation on the residents' behalf for the legal expenses they personally paid.

He said that residents avoided $95.5 million of amenities bond debt because of Carter Anderson and Harold Holder from Bush Ross. He added that after a four-day trial, they defeated the first bond validation and defeated repeated attempts to restrict the residents' arguments against the second bond validation, and that the second ruling caused AV Homes and TM to cancel the amenities sale two days after the ruling. Mr. Gundel stated that without Mr. Anderson and Mr. Holder, the bonds would have been sold and the $95.5 million debt assessed against the residents would have equated to $17,000 per home. He said that the opposition was not easy, and that Mr. Eckert's law firm did over $1.25 million of legal work to impose the bond debt on the residents, but the residents did not have to pay that because of Mr. Anderson and Mr. Holder's defense. Mr. Glendale added that residents started a fund to help the efforts of the two, but their work has exceeded the residents' fundraiser, and they send bills for their work. He also said that Mr. Anderson and Mr. Holder occurred substantial expenses on the residents' behalf, and they have paid out of their own pocket to cover the costs. He concluded that the residents could raise enough funds to pay for those expenses, and asked that people donate by mailing a check payable to Save Solivita Amenity Inc. to Bill Mann, Box 1762, Davenport, FL, 33836, or donate online at the fund's website. He said the corporation was a non-profit organization formed in October 2016 when the CDD was going to agree to an excessive purchase price for the amenities, and that he was a corporate director along with Shawn Thornton and Bill Mann. He added that the donations are only used for the opposition to the two-bond validation lawsuit.

Ms. Epstein asked if there were any other comments.

Shawn Thornton, 165 Marabella Loop, stated that he wanted to know the difference in the agenda between Poinciana and Poinciana West. Ms. Epstein responded by saying that if it was for different things, she would have to talk to Poinciana West because she had not looked at their agenda. Mr. Thornton said that Poinciana West's agenda was missing several important items that the Poinciana CDD had in theirs. Mr. Eckert responded that the agendas for both CDD's are supposed to be very different between the two Districts. He added that Poinciana was the lead entity in doing inspection and evaluation along with hiring consultants, so therefore the agendas would be different because they are doing different things.

Mr. Thornton also asked the Board if the Asset Sale and Purchase agreement was over. Jan Carpenter answered that AV Homes and Taylor Morrison submitted a notice of termination under the agreement which terminates the agreement. Mr. Thornton also asked if someone could

get Mr. Zimbardi's resignation, and Mr. Flint answered that he was sure Mr. Zimbardi would read the minutes.

Ms. Epstein asked if there were any other comments.

FOURTH ORDER OF BUSINESS Organizational Matters

A. Administration of Oaths of Office to the Newly Elected Board Members

Mr. Flint advised that the new Members send in their Oath form sent from the State of Florida and pay the $10 fee. Being a Notary Public of the State of Florida, Mr. Flint administered the District Oaths of Office to Mr. Luddy, Ms. Lambrides, and Mr. Reed. Mr. Flint also noted that their were other documents attached to the Oath form, including with filing the Financial Disclosure form that is filed annually. He added that as Board Members, they were entitled to compensation of up to $200 a meeting for a maximum of $4,800 annually, and if they accepted it, they needed to fill out an I-9 and W-4 forms.

Mr. Flint asked Mr. Eckert to give them an overview of the Sunshine and Public Records Laws. Mr. Eckert started out by saying to the three Board Members that there are copies made of anything that was given to them by him or Mr. Flint, so there is no need to keep it unless they started marking any documents. He also said that they must maintain any of the records they receive that are related to the CDD including text messages, voicemails, emails, written correspondence, and anything of that nature between themselves, residents, and staff. He added that the District adopted a policy that Board Members retain all records in perpetuity until the District changes its records retention schedule. Mr. Eckert suggested that they not use texting for District business because it is difficult to maintain, and that with emails, they should only reply to the staff member and not do a "reply to all". He concluded with the public records law by telling the Members to keep all public records they have in a separate file for all forms of communications. As far as the Sunshine Law, Mr. Eckert explained that they cannot talk to each other at all outside of public meetings about anything that can possibly come to the Board for action, such as meeting dates or content. He then added that they do not follow Robert's Rule of Order because the people that come onto the Board usually are not familiar with those rules and have to go through formal training, and it is also a liability for the District. Mr. Eckert summarized what usually goes on at meetings pertaining to motions, seconds, votes, and other comments. He concluded that the new Members could reach out to Mr. Flint or Ms. Leo at any

time that they had a question, and also that his firm serves as Counsel for the Board and not individual Supervisors.

Mr. Luddy asked if there were any formal training classes that address the Sunshine Laws and other laws that they have to be certified to which Mr. Eckert answered that it was not required for Special Districts, only for County Commissioners and City Council. However, he did say that it would a good thing to do if he wanted some training. Mr. Luddy also asked for clarification on the Sunshine Law that he is not allowed to talk to Board Members, or for example, neighbors, about topics such as midge control if they were to be addressed in a meeting. Mr. Luddy also clarified that he could talk to staff members such as Mr. Flint and tell him, for example, his neighbor has an issue with the ponds and ask for him to check it out. Mr. Eckert said that was correct, and that there were four people that Mr. Luddy had restrictions on in terms of his communication. Mr. Luddy asked if they included the Poinciana West Members, to which Mr. Eckert replied that he was allowed to talk to only one Poinciana West Board Member at a time. Mr. Eckert added that the only time it would be an issue is if authority was delegated to him and he went and discussed Board Meeting content with Poinciana West. He said his recommendation was to run a notice in the Lakeland Ledger newspaper saying that one or more Members of the Poinciana Board are going to have a meeting with one or more Members of the Poinciana West Board and add the time, place, and location so that it is open to the public. Mr. Luddy asked how much it cost, to which Mr. Flint answered that it varies. Mr. Eckert said that was the legal requirement. Mr. Luddy asked if he could send it in an email blast to all residents of Solivita instead, and Mr. Eckert still recommended that he put it in the newspaper to be safe.

Mr. Flint added that Mr. Zimbardi sent an email that apologized for not being at the meeting because he was on a cruise that was planned a long time ago. Mr. Zimbardi also congratulated the new Board Members on their elections and sent his compliments to the old Members leaving.

B. Election of Officers

Mr. Flint conducted the election of Chairman, Vice Chairman, Secretary, Treasurer, and Assistant Secretaries and Treasurers. He first opened the floor to nominations the Chairman, to which Mr. Luddy nominated Ms. Epstein for that seat and was seconded by Ms. Lambrides. Hearing no other nominations, Ms. Epstein was elected as Chairman. Ms. Epstein took

nominations for Vice Chairman, to which Mr. Luddy was nominated by Mr. Reed and was seconded by Ms. Epstein. Hearing no other nominations, Mr. Luddy was elected as Vice Chairman. Mr. Luddy asked what the duties and responsibilities of the Assistant Treasurer was and asked if one of the Board Members take on that role. Mr. Flint responded that Teresa Viscarra was designated in his accounting department as an Assistant Treasurer, and her job was to sign for maintaining bank accounts, processing checks, paying invoices. He explained that each of those things had to be either signed by one of each of either a Secretary or Assistant Secretary and a Treasurer or Assistant Treasurer. Mr. Flint said that Mr. Luddy was welcome to designate one of the other Board Members for that position, and that there was not a lot of responsibilities with that position other than helping prepare financial statements and dealing with the annual independent audits and all of the regulatory requirements. Mr. Luddy responded saying that whoever was designated for that position was basically a liaison between Mr. Flint and the Board and makes sure that the checks are all done, to which Mr. Flint responded that the check register gets approved at the meetings, but concluded to answer Mr. Luddy's question that he would nominate a Board Member for the position. Mr. Eckert commented that the current Assistant Treasurer and Treasurer work for the same company and have insurance that covers that with what used to be called a Fidelity Bond, but now is a different type insurance. He said that if they ended up nominating a Board Member to become an Assistant Treasurer, he would make sure that the DNO insurance that the Board has would cover those duties as a Treasurer and would offer the same type of insurance that they have currently. Ms. Lambrides asked if the Assistant Treasurer had any access to any financial information that the Board does not have, and Mr. Flint responded that they did not. Mr. Luddy then added that there would be no value to having a Board Member as the Assistant Treasurer. Mr. Flint agreed and said that it would probably bring on additional liability.

Mr. Luddy asked about the Secretary and the Assistant Secretary, to which Mr. Flint responded that he was currently the Secretary, and the other three previous Board Members took on the roles of Assistant Secretaries. He added that the only thing that they could do was attest the signature of the Chairman and Vice Chairman on a legal document, so it did not give the Assistant Secretary any authority or responsibility other than being able to witness or attest that the Chairman or Vice Chairman has executed a document. Mr. Luddy asked if the three new Board Members should be Assistant Secretaries, to which Mr. Flint responded it was up to the Board.

On MOTION by Mr. Luddy, seconded by Mr. Reed, with all in favor, the elections of Ms. Epstein as Chairman, Mr. Luddy as Vice Chairman, Ms. Lambrides, Mr. Reed, and Mr. Luddy as Assistant Secretaries, Mr. Flint as Secretary while leaving Treasurer and Assistant Treasurer as is, was approved.

C. Consideration of Resolution 2019-01 Electing Officers

On MOTION by Mr. Luddy, seconded by Mr. Reed, with all in favor, Resolution 2019-01 Electing Officers, was approved.

Mr. Flint concluded that the above names would be inserted into Resolution 2019-01.

FIFTH ORDER OF BUSINESS **Approval of Minutes of the August 15, 2018 Meeting and Approval of Minutes of the September 5, 2018 Joint Meeting**

Ms. Epstein asked if there were any comments for the August meeting, and Mr. Luddy commented that the speech given by Skip Stellfox was not included and that the final statement on the minutes was wrongly characterized because it was blaming Lita and the residents for the speech. He said that the speech should have been included and left up to the Board what stays in the minutes. Ms. Epstein felt the same. Mr. Flint assured both of them that there was no ill intent with leaving that out. Mr. Luddy also commented that it should have been stated in the minutes that Mr. Stellfox comments were out of order of the business of the agenda because it was not during the Supervisor comments and it should be clear in the minutes that the residents were not given the opportunity to respond the statements made by Mr. Stellfox. Mr. Flint agreed and said that they would get it in the minutes for this meeting. Mr. Luddy clarified that Mr. Stellfox gave his speech at the end of the meeting and after general audience comments. Ms. Epstein added that when the audience tried to comment, they were not allowed to, to which Mr. Luddy added they were threatened to be arrested. He said that all of the residents deserved a right to speak. Ms. Epstein said that they needed to make sure in the future that they put Other Business above Audience Comments so that speeches like that do not happen again. Mr. Flint suggested that under Supervisor's Requests they talk about how they want the agenda reordered so that Other Business and Supervisor's Requests are combined. Mr. Flint clarified the complaint about the minutes, saying that Other Business was not detailed enough. He suggested that the Board could defer action and revisit the recording of the August meeting. He said that there might have been

an issue with the recording that prevented the transcriptionist from hearing it. Mr. Luddy responded by saying that someone could send Mr. Stellfox an email and request a copy of his written statement. Mr. Flint asked if it was the Board's decision to defer action on the minutes, to which Mr. Luddy responded absolutely. Ms. Epstein asked if there were any more comments that needed to be adjusted on the minutes. Mr. Reed commented that, having read both sets of minutes, the first set was also incomplete and that they both needed to be brought up to date, then voted on. Mr. Eckert responded that he just wanted to help George's office clear the direction because the requirements for minutes of meetings is that you notate what the decisions are that the Board made, motions, votes, and narrative in terms of what the subject matter was. He wanted to make sure that if they were telling staff that they want it to be more like a transcript, it is a whole different idea and that he advises Boards not to have it like that because there is a lot of back and forth when trying to make up their minds on issues. He said that when you have something like a transcript, they will have their statements taken out of context and blown up on a whiteboard in front a judge when there are issues that come up. He added that most local governments don't do a transcript of their meetings, but that they use the audio tape to go back and listen to it and are the official record of the actions. He concluded by saying that it is ultimately up to the Board, but that he wanted to make sure there was clarification. Ms. Lambrides said that the Board was fine with the guidelines in general, but that when there was a 4-page document that was read verbatim, the document should be included in the minutes. Mr. Eckert responded that Mr. Flint could take the Board's direction and include that specific items are word for word in terms of what is on the tape. Mr. Eckert stated he just wanted to make sure there was clarification for next meeting. Mr. Luddy said that he agreed, but that when someone goes well-beyond scope, it should be noted. Mr. Eckert said that he understood and that there was no ill intent by staff to not include that because the minutes are not in verbatim.

Mr. Flint asked if there were any comments on the joint meeting minutes. Mr. Reed said that there was one typo, and he showed it to Mr. Flint. He also said he was confused if there was supposed to be a tape typed into the September 5th meeting, to which Mr. Eckert responded that there was an audio recording of the meeting taped by Mr. Flint. Mr. Reed asked if it could have been included since it was in the tape. Mr. Flint referred back to Mr. Eckert, saying that the minutes are not verbatim, but that the minutes for the September meeting were detailed. Mr. Reed said he compared the two sets of minutes, and that one was very detailed and

comprehensive, while the first set was missing information and should have been attached. He stated he wanted to point out the difference between the two.

> On MOTION by Mr. Luddy, seconded by Ms. Lambrides with all in favor, the Minutes of the September 5, 2018 Joint Meeting, were approved, as amended.

SIXTH ORDER OF BUSINESS **Consideration of Agreement from Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2018**

Mr. Flint stated the terms of an annual independent audit and said that there was a process in the Statutes that the Board followed to selected the independent auditor, and that Berger, Toombs, Elam, Gaines & Frank was chosen to perform the audit. He said that each year, the Board enters into an engagement letter with that auditor, and the one that they were discussing covered Fiscal Year 2018, which ended on September 30th. Mr. Flint explained the total was not to exceed $3,590 and was consistent from when the auditor bid on the services.

> On MOTION by Mr. Luddy, seconded by Ms. Lambrides, with all in favor, the Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2018, was approved.

SEVENTH ORDER OF BUSINESS **Consideration of Resolution 2019-02 Amending the Fiscal Year 2018 Budget**

Mr. Flint explained that if the actual expenditures exceed the total budget, the budget has to be amended within 60 days of the end of the fiscal year. He said the fiscal year ended on September 30th, so the budget had to be amended by the end of the month. He explained that, on the budget, what was listed was administrative expenses, and a number of line items that had to be increased based on actual expenses, along with a number of field services that were decreased. He also said that there were some capital outlay projects that the Board approved over the course of the year. Mr. Flint said to be able to balance the increase and expenses, they were recognizing $71,000 of carry forward. He explained that it was truing up the budget with the actual expenses. Ms. Epstein asked if they checked carefully to make sure that the Engineering and Attorney fees were for the CDD and not the amenities issue, to which Mr. Flint responded that both he and Mr. Eckert went through everything to make sure it was correct. He said that

there have been a number of other things that have been going on throughout the year with pond ownership and maintenance issues that were not related to the acquisition. Mr. Reed said that because there were things such as 108% increase in engineering, 117% in legal fees, and a number of other things, he wanted a detailed explanation of what the charges were and why they were not foreseen. Mr. Flint said that he would provide as much detail as he wanted, including invoices, but that he did not have them with him today. Mr. Flint said the budget has to be balanced by November 30th. He said that engineering and legal fees, they were on an hourly basis and you don't know what may come up during the year when you are going through the budget process. He said for example, they changed District Managers, and therefore a significant amount of time was spent by District Counsel on the transition from Severn Trent to GMS with making sure everything was done properly.

Ms. Epstein inquired about the check register for October 2018, and if that was part of the new year. Mr. Flint stated it could be an expense from the prior year. Ms. Epstein questioned the Hopping Green & Sams amenity issues, and Mr. Flint explain that HGS had different project codes. Mr. Flint noted that anything related to the amenity acquisition gets held until the funding request is paid by AV Homes or Taylor Morrison. Mr. Eckert stated he could provide Board Members with a breakdown of the legal fees. Mr. Eckert added that the management company they have now is a very good company, and that will help bring the attorney's fees down. Mr. Luddy asked if they were $60,000 in debt for the calendar year, and Mr. Flint explained they were not because they have a fund balance that is not appropriated. Mr. Flint clarified that financially they are not in the negative.

> On MOTION by Ms. Lambrides, seconded by Mr. Luddy, with all in favor, Resolution 2019-02 Amending Fiscal Year 2018 Budget, was approved.

EIGHTH ORDER OF BUSINESS **Discussion of License Agreement with Golf Course for Use of District Pond C-1**

Mr. Eckert noted that they are approaching the end of the ten-year agreement in March for the use of the District pond C-1. He stated they have the opportunity to terminate the agreement if they would like to, but he has not heard anyone recommending that. After Board discussion, they decided to take no action meaning the agreement would renew automatically.

NINTH ORDER OF BUSINESS **Ratification of Poinciana CDD Fourteenth Amendment to the Asset Sale and Purchase Agreement**

Ms. Carpenter noted this is a routine amendment to extend the bond validation period. Mr. Flint stated this is a ratification of an extension that the former Chairman was authorized to do, and we bring them back to the Board for approval after in the event that there is not a Board Meeting to do it at. Mr. Reed asked if they Board receives copies of the inspection results, or if the Engineers were only provided copies. Mr. Eckert replied that they can be provided to the Board.

> On MOTION by Ms. Lambrides, seconded by Mr. Reed with all in favor, the Poinciana CDD Fourteenth Amendment to the Asset Sale and Purchase Agreement, was ratified.

TENTH ORDER OF BUSINESS **Ratification of Limited Engagement of Latham, Shuker, Eden & Beaudine, LLP Regarding the Real Estate Amenity Transaction**

Mr. Flint stated that the Board previously directed him to solicit proposals for legal services for representation on the actual sale transaction items that Hopping Green & Sams was not able to represent them on. Mr. Reed reminded the Board that he spoke against signing the conflict of interest waiver at a prior meeting, and he requested to rescind the conflict of interest waiver that was signed by the previous Board. Ms. Epstein stated she was in agreement with Mr. Reed on rescinding the waiver, and noted she thought they need an independent attorney. Ms. Epstein stated it would be inappropriate for them to have an attorney whose firm also represented some aspects of business with Taylor Morrison.

A motion made by Mr. Reed, seconded by Ms. Epstein, to Rescind the Waiver, was withdrawn after Board discussion.

Mr. Eckert stated they would need to hire an attorney to dismiss the validation case, because they would not do it if the waiver was revoked. Ms. Epstein asked Jan Carpenter if she could handle the closing of the bond validation case, and Ms. Carpenter noted they were retained strictly on the amenity issue. Ms. Carpenter stated it would be more efficient and cost effective to have the firm handling it finish out that case. Ms. Epstein noted they would hold off on all other issues until the bond validation case was closed, they would hire a new attorney, pass the resolution involved before removing the waiver, and then end the meeting. Ms. Carpenter

suggested not taking away the conflict waiver, so Mr. Eckert could advocate for the Board and finish the process. Ms. Epstein noted they wanted to be able to close out the bond validation case, so they don't end up with additional legal costs. Mr. Eckert expressed his concern about his clients questioning his independence and loyalty to the District, and if the new Board Members and Ms. Epstein felt that way then it was not in anyone's best interest for him to continue to represent them at all. Mr. Eckert stated if they wanted to terminate them, he suggested a motion to terminate their contract and then get additional Counsel. He noted the Board was putting him in a precarious situation when they were questioning his loyalty, but still wanting him to do work for them. Ms. Epstein asked Mr. Eckert how this affected him closing the case, and Mr. Eckert noted he would be continuing to represent somebody who has made comments and let their intentions be known that they question their loyalty and independence. Mr. Eckert noted that no Board Members had expressed these concerns to him privately.

Ms. Lambrides noted that in the past, if a case does not go forward the court will automatically dismiss it. Mr. Eckert suggested having each of the Board Members say that they have no concerns or conflict with his firm filing a dismissal of the case, then they can go through with that and it will be the last act they do on behalf of the District. The Board Members all agreed Mr. Eckert could go through with closing the case.

Mr. Eckert noted they have a resolution in the agenda package that repeals the bond resolution as well as directs the dismissal of the bond validation case.

> On MOTION by Mr. Luddy, seconded by Mr. Reed, with all in favor, Limited Engagement of Latham, Shuker, Eden & Beaudine, LLP Regarding the Real Estate Amenity Transaction, was ratified.

ELEVENTH ORDER OF BUSINESS **Discussion of Amenity Transaction**

A. Presentation of Termination Letter of Asset Sale and Purchase Agreement

Ms. Carpenter presented the termination letter of the Asset Sale and Purchase Agreement.

B. Presentation of Termination Letter of Bond Financing Team Funding Agreement

Ms. Carpenter presented the termination letter of Bond Financing Team Funding Agreement and explained that it could be terminated at will as long as they provided funds to cover the costs through termination. Ms. Carpenter stated they have not yet provided those costs yet and the District does not have all the bills, that is an open issue. Ms. Carpenter suggested not

accepting it until they receive clarification on the rest of the payment. Ms. Epstein suggested they defer the issue to the December agenda.

C. Consideration of Resolution 2019-03 Directing Termination of Bond Validation Case and Repeal of Resolution 2018-05

Ms. Epstein reviewed resolution 2019-03 and the repeal of resolution 2018-05.

> On MOTION by Ms. Lambrides, seconded by Mr. Reed, with all in favor, Resolution 2019-03 Directing Termination of Bond Validation Case and Repeal of Resolution 2018-05, was approved.

D. Consideration of Resolution 2019-04 Terminating Amenity Debt Special Assessment Liens

Ms. Epstein reviewed resolution 2019-04. Ms. Epstein asked the Board if they had any concerns about his firm having a conflict on this resolution. Mr. Reed noted that business decisions usually are not made based on emotion, but conflicts of interest are serious matters. Mr. Reed stated he did not support giving away the right to react in the future, he noted that is why he did not support the waiver. Mr. Reed stated the information originally provided was sufficient to give informed consent. Mr. Luddy inquired about what resolution 2019-04 entailed, and stated that he did not see where there was any conflict of interest. Mr. Eckert wanted to ensure that Members of the Board did not have any concern over conflict of interest with his firm providing advice to the Board for the remaining items on the agenda. Ms. Epstein noted that after item H on the agenda, they start getting into items that should be discussed in a joint meeting.

Mr. Charles Case, Member of the Poinciana West CDD Board, noted that he wanted the termination to be approved as soon as possible. The resident stated he recommended not having any more joint meetings going forward, because they want to focus on what they are responsible for. The resident noted that having joint meetings cost the residents on his side, and he wants to go back to the old routine. The resident stated they should be done with this and put it behind them.

Another resident spoke about the similarity of the sales contract, which he stated was rushed through. The resident noted the attorney said they didn't negotiate a price because they weren't asked to. He suggested taking time to do this. Ms. Epstein discussed the interlocal agreement and why Taylor Morrison was closing out the deal. She stated that there should be more discussion with Taylor Morrison, and it does not make any sense to walk away totally.

Mr. Eckert asked each Board Member separately if they were fine with him providing advice on item D. Each Board Member answered yes. Mr. Eckert suggest adopting the resolution, which would officially terminate the amenity debt assessment, and they would file a notice in the property records of Polk County showing those assessment liens had been terminated. Mr. Eckert stated after this resolution is adopted, there are no assessment liens and if you want to do a different deal in the future you could redo the entire process.

> On MOTION by Ms. Lambrides, seconded by Mr. Luddy, with all in favor, Resolution 2019-04 Terminating Amenity Debt Special Assessment Liens, was approved.

E. Consideration of Termination of Interlocal Agreement Related to Amenity Transaction

Ms. Epstein requested this item be left open for a joint meeting, so Poinciana West could decide. She noted she did not see a reason to terminate the interlocal agreement until it was decided that they never want to consider the possibility of amenities again. This item was deferred to the next meeting.

F. Consideration of Termination of Gate Protocol Agreement

Mr. Eckert asked the Board if there was any concern about the conflict with him providing advice on this item, the Board did not have any concerns. Mr. Eckert noted that the gate protocol agreement automatically terminated when the asset sale and purchase agreement terminated.

G. Consideration of Repeal of Amenity Policies, Amenity Rates and Fees, and Amenity Suspension Policy

Ms. Epstein asked Mr. Eckert asked if there was any reason to close the amenity discussion. Mr. Eckert stated the reason they would want to do that is because it could create confusion in terms of what the CDD's role is. He noted they could leave it open if they choose to.

H. Consideration of Termination of Agreements for Property Valuation and Property Inspection Services, Including Delta Engineering, Environmental Financial Group, ADA Compliance Specialists, Massey Services Pest Prevention, and Vesta Property Services

Ms. Epstein asked Jan Carpenter if they terminated the contracts would there be termination fees. Ms. Carpenter noted Mr. Eckert would be able to better answer that. Mr. Eckert

suggested doing a formal termination of the agreement with Delta Engineering. He noted that they paid them for most of what they had done, but it was contemplated that they would do a reinspection. Mr. Eckert stated they should formally terminate the contract to prevent any claims that they were promised another inspection. Mr. Eckert discussed the Environmental Financial Group contract and noted it was open ended in terms of hours, his recommendation was to formally terminate the contract. Mr. Eckert noted that ADA Compliance Specialists were paid but were also going to come back for reinspection, so a formal termination would be best. Mr. Eckert noted there was Environmental Assessment Consultants which was not included in the agenda, but it is included in the backup information. They were the company hired to do the Phase 1 environmental inspection of the properties and the mold inspection. Mr. Eckert suggested sending a letter formally terminating the contract.

> On MOTION by Ms. Lambrides, seconded by Mr. Reed, with all in favor, the Termination of Agreements for Property Valuation and Property Inspection Services, Including Delta Engineering, Environmental Financial Group, ADA Compliance Specialists, Massey Services Pest Prevention, Vest Property Services, and Environmental Assessment Consultants, was approved.

I. Consideration of Termination of Agreements for Amenity Bond Financing Services, Including Greenberg Traurig (for Bond Counsel Services for Amenity Transaction Only), PRAG, and MBS Capital Markets, LLC

Mr. Luddy asked if Taylor Morrison had agreed to cover the $1.7 million+ included in the bond financing agreement, and the Board will not be obligated to cover those expenses. Ms. Carpenter noted they agreed to pay up to a cap of $1.8 million, and about $73,000 of that was left for the last two funding requests. She noted GMS was looking at the funding requests to make sure they are compliant with the contracts. Mr. Luddy asked about a scenario where down the road they issue bonds, would they be obligated to reimburse the $1.8 million. Ms. Carpenter stated if they came to another agreement, they would start over with a new funding agreement. Mr. Eckert stated MBS Capital Markets did not have a termination fee, PRAG did not have a termination fee, and Greenberg Traurig did not have a termination fee. Mr. Eckert suggested when terminating, that they only terminate them in terms of the amenity transaction because it is always good to have a bond Counsel on staff.

> On MOTION by Mr. Reed, seconded by Mr. Luddy, with all in favor, the Termination of Agreements for Amenity Bond Financing Services, Including Greenberg Traurig (for Bond Counsel Services for Amenity Transaction Only), PRAG, and MBS Capital Markets, LLC, was approved.

J. Consideration of Approval and Termination of Agreement for Amenity Assessment Consulting Services with Fishkind & Associations

Mr. Eckert stated that Fishkind prepared multiple assessment methodologies and provided multiple presentations. He noted they provided their proposal to the old District Manager for $22,500 and the District Manager never put it on the agenda. Mr. Eckert recommended approving the agreement with Fishkind subject to it being fully funded under the funding agreement as it was originally contemplated, but not incurring any liability on behalf of the residents for the assessments. Mr. Flint noted they are not taking on any liability for the District, they are approving it subject to Avatar funding the payment.

> On MOTION by Mr. Luddy, seconded by Mr. Reed, with all in favor, the Approval of Agreement for Amenity Assessment Consulting Services with Fishkind & Associates Subject to being Fully Funded by the Funding Agreement, was approved.

TWELTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Epstein addressed the issue of the waiver again. Mr. Epstein stated they wished to change Counsel. Mr. Eckert suggested a motion to terminate Hopping Green & Sams and tell us when that comes into effect. Mr. Flint suggested directing him to seek proposals, and he could bring them back to the next meeting. He stated if they choose to hire someone else, they would terminate the existing Counsel.

> On MOTION by Ms. Lambrides, seconded by Mr. Reed, with all in favor, Directing the District Manager to bring back Proposals for District Counsel, was approved.

Ms. Epstein asked Mr. Eckert if there was anything else to report. Mr. Eckert asked the Board if the conflict waiver was still in effect and all Board Members stated yes. Mr. Eckert addressed the issue of reimbursing Bush Ross for attorney's fees, he stated that he did not believe that was appropriate or permitted under Florida Law. Mr. Eckert noted they have received several public records requests that have required staff time to respond. He stated they

received a public records request in 2016 and got a deposit, but the cost of that ran over by about $2,000 and the requester refused to pay those legal fees. Mr. Eckert noted they received another public records request recently from the same people wanting additional records, and he stated there is a case in Florida that says the District does not have to provide additional public records until those bills are paid. Those records have not been provided.

Ms. Epstein asked if the records request were involving the bond validation case. Mr. Eckert answer the first request was related to the amenity transaction and everything that could possibly relate to that. He noted the current request is related to the funding agreement, and things related to that. Ms. Epstein suggested waiving the fee. Mr. Luddy asked how much the pending request would cost, and Mr. Eckert answered the fee estimate was $210 for the deposit. Mr. Eckert stated if it does not take $210 worth of time they get a refund, and if it takes more than that they would owe money.

Mr. Flint noted if the record request is sufficiently narrow, that is not a problem and there is not a cost to it. He stated when there are requests that start using terms 'any' and 'all' it requires us to go back and research minutes for multiple years. Mr. Flint noted anything that takes more than 15 minutes they are required to charge for. Mr. Flint state they are not trying to preclude anyone from getting records, we are just trying to be fair and follow your rules.

Ms. Lambrides asked if the requests are something that could be found on the website, and Mr. Flint stated it is on the website. Ms. Epstein noted the original request could not, but Mr. Flint stated they were talking about the most current request. Mr. Eckert noted part of the request could be taken from the website, but part of it would be a search of emails, agreements, trial transcripts, depositions, etc. Ms. Lambrides asked if they knew who was making the requests, and Mr. Eckert answered that it was Carter Andersen with Bush Ross. Mr. Eckert noted that initially the request came from Brenda Taylor. Mr. Eckert further explained why the estimate of $210 was given. Mr. Eckert stated he can provide a memo detailing what was requested in 2016, what has been paid and still owed. The item was deferred to the next meeting, and Mr. Eckert would provide more detail.

B. Engineer

Ms. Leo stated the CDD owns and maintains the ponds, and also owns and maintains two tunnels. Ms. Leo noted she would provide a copy of the master plan that shows the ponds they own. Ms. Leo introduced herself to the new Members of the Board and gave a brief summary of what her work consists of. She stated there were no outstanding issues regarding engineering.

C. District Manager

i. Approval of Check Register

Mr. Flint presented the Check Register for August 1st through November 20th, and the check numbers were #2679 through #2717. He noted there were payroll checks for the Board Member payments for the meetings attended, those two totaled to $311,789.64. Mr. Flint noted there was a check register behind the summary that shows the individual checks with their dates, who they are made to, and the dollar amounts. Mr. Flint asked for questions on the check register.

Ms. Epstein asked if they were still working out the fee issues, specifically for Hopping Green & Sams, and Mr. Flint answered that if it was related to the amenity transaction they do not get paid until he receives money from AV.

> On MOTION by Mr. Reed, seconded by Mr. Luddy, with all in favor, approval of the August 1st through November 20th Check Register, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint presented the Balance Sheet and Income Statement through October 31st. Mr. Flint noted this is the first month for the Fiscal Year 2019. Mr. Flint pointed out the revenue only reflected the interest earnings because the assessment revenue does not start coming until late November or early December. Mr. Flint asked for any questions on the financial statements, the Board had no questions.

> On MOTION by Ms. Lambrides, seconded by Mr. Reed, with all in favor, the Balance Sheet and Income Statement, was approved.

D. Field Manager

i. Field Manager's Report

Mr. Smith presented a brief Field Manager's Report that reviewed items that were completed since the last meeting. Ms. Epstein asked if any feedback had been provided on the aerators and midges. Mr. Smith noted the aerators were a long term solution, and they had not received any feedback yet. Mr. Smith stated they did have fish coming that are supposed to be put in the pond within two week. He noted in April additional fish would be put in the pond. Mr. Flint stated the bass were going to put in in the spring. Mr. Luddy asked Mr. Smith about the

grate replacement, if it was stolen. Mr. Smith stated it was unclear if the grates had fallen all the way down, were washed away, or something else. Mr. Flint mentioned concerns from residents about the aerators only being behind a certain house, but there are diffusers that come off the aerator. He noted that Clayton has a very good map that shows where those are. Mr. Smith mention the smell from the pond that was there prior to the aerators was now gone, but he was not sure that was indicative of anything or not bust just an observation.

ii. Customer Complaint Log

The Customer Complaint Log was included in the agenda package.

THIRTEENTH ORDER OF BUSINESS Supervisor's Requests

Ms. Epstein noted that she would like to see a public comment after presentation of major issues. Mr. Flint stated that statutorily, they are required to take public comment before they vote. He noted if the Board would like to take discussion on specific items, that is at the Board's discretion. Mr. Flint asked if they would like to change general audience comments to come after other business and the Board agreed they would like to do that going forward. Ms. Epstein brought up the issue of many residents/owners who were not Florida residents and they do not get to vote for representation. Ms. Epstein requested looking at opportunities to do electronic voting when there are major issues. Mr. Flint suggested using a survey, not a binding vote. Mr. Flint stated he would be happy to look into a few different options.

Mr. Reed asked if there was any control over billable hours, if there was a process used or if people billed for whatever they felt like they needed to. Mr. Flint noted the only professionals working for the Board that bill hourly are the Engineer and Counsel. He stated if there are certain projects they will enter into a specific task order with her that will be a fixed fee or time and material with a not to exceed. Mr. Flint then explained general representation and fees concerning that. Mr. Reed questioned the budget and wanted to understand why they were 100% over in certain categories. Mr. Reed stated he has engineering background and is more than willing to oversee anything regarding engineering.

FOURTEENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS General Audience Comments

Bill Kilroy, 120 Amalfi Lane stated that he could not hear the committee and suggested speaking loudly. Ms. Epstein noted the microphones were not working for an unknown reason, but she would make sure that did not happen again. Mr. Kilroy stated he lived in Bella Viana, and it was an out parcel of Solivita that was neglected. Mr. Kilroy brought up issues regarding Floralawn and stated they do not do work during the summer. Ms. Epstein noted that is an HOA issue. Mr. Kilroy stated that the residents of Bella Viana did not get the correct voting information, and Mr. Flint noted that was from the Supervisor of Elections. Ms. Epstein stated the Board was aware of the issue, but it was a Supervisor of Elections issue, not the CDD. Mr. Kilroy asked Clayton Smith and Michael Eckert what they were doing about the midge and spider problems, because residents are moving to get away from the problem. Mr. Kilroy stated the Engineers and Field Managers are not doing enough. Mr. Kilroy brought up the issue of algae in the lake, and stated he asked the CDD if they could give him the pellets to put on the algae himself and they wouldn't let him do that. Mr. Kilroy claimed the algae was so bad with pollution due to the engineering being done improperly by GMS. Ms. Epstein stated the engineering was done long before GMS was hired. Mr. Kilroy stated he wants a diffuser directly behind his home because he has the worst algae problem.

Mr. Flint noted that this CDD spends more money on midge control than any CDD he is aware of. Mr. Flint stated they use larvicide, adulticide, they are stocking the pond with fish, and they've installed aerators. Mr. Flint noted that many communities battle midges, and they are working hard to control it. Ms. Epstein stated this is a 6 to 12-month process, and Mr. Flint agreed that it is a long term approach. Another resident stated she lives very close to the water and when walks out the door it is covered in bugs.

Mr. Eckert stated that public comment period is limited to three minutes per person and noted that time was up. Ms. Epstein agreed they needed to move on and cut the comments off.

Mr. Kilroy stated he stayed for a long time listening to the Board, and Ms. Epstein stated they would look into the issue again. Mr. Flint noted he would start timing the comments.

Another resident stated he would like the Board Members and staff to speak louder, so the residents could hear them. The resident then asked if the Poinciana CDD is going to petition the court to dismiss the suit and the Poinciana CDD will revoke any resolutions regarding the amenity sale? The Board answered yes.

Bruce Perlmutter, 121 Torino Lane, congratulated the new Board Members. He brought up the issue of the pond near his home, and stated it was a disgrace. Mr. Perlmutter gave two

suggestions for staff to look into and suggested terminating Clarke's contract because they had not solved the algae problem in 14 years.

Clarke McMaster, 181 Sorrento Road, brought up an issue with aerators, and stated they were extremely noisy. Ms. Epstein stated that they would take a look at the aerators.

Lynn Gundel, 419 Fountain Valley Lane, thanked George for his work with the Board, and thanked the Board for getting past all the amenity stuff. Ms. Gundel made a request that the Board always use microphones for the hearing impaired, and that they record the meetings and put them on YouTube. Mr. Eckert noted that Evergreen was coordinating taping the meetings, but that was not a rule that was required.

Shawn Thornton, 165 Marabella Loop, thanked the new Board Members for putting their names forward. Mr. Thornton thanked Ms. Epstein for fighting so hard for the community. Mr. Thornton suggested ending all of this and putting everything behind them. Mr. Thornton noted he had a great disagreement with the Asset Sale and Purchase Agreement that Mr. Eckert prepared, and he suggested the Board should thank Mr. Eckert for his service and allow him to move on.

SIXTEENTH ORDER OF BUSINESS **Next Meeting Date – December 19, 2018**

There being no discussion, the Board moved to the next item.

SEVENTEENTH ORDER OF BUSINESS **Adjournment**

The meeting was adjourned at 1:50 p.m.

On MOTION by Ms. Lambrides, seconded by Mr. Reed, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

MINUTES OF MEETING
POINCIANA
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Poinciana Community Development District was held on Wednesday, August 15, 2018 at 11:00 a.m. in the Starlight Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Robert Zimbardi	Chairman
LeRue "Skip" Stellfox	Vice Chairman
David Lane	Assistant Secretary
William Land	Assistant Secretary
Lita Epstein	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Eckert	District Counsel
Kathy Leo	District Engineer
Alan Scheerer	Field Manager
Pete Deglomine	Clarke Environmental

The following is a summary of the discussions and actions taken at the August 15, 2018 Poinciana Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Zimbardi called the meeting to order and called the roll.

SECOND ORDER OF BUSNESS **Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Public Comment Period on Agenda Items**

Mr. Zimbardi stated that residents should limit their comments to three minutes and only discuss items on the agenda at this time. Mr. Flint mentioned that if comments are regarding the budget, they might want to hold them off until the public hearing on the budget. A resident residing at 419 Fountain Valley Lane stated that the public hearing is scheduled at the next

meeting and the opportunity to vote on the assessment roll follows that. The resident stated that they did not need to vote at the next meeting, it could be deferred. Another resident asked a question about the funding agreement the Board signed with AV Homes in 2016. The resident asked what the Board's interpretation of that agreement was and what the current obligation is to the community to reimburse AV Homes for the funding agreement. Another resident asked what the appraised value of the amenities is, and what amenities are being considered for purchase by the CDD. Another resident stated that the Board is supposed to be representing the homeowners, and they should not be forcing decisions.

FOURTH ORDER OF BUSINESS **Approval of Minutes of the July 18, 2018 Meeting**

Mr. Zimbardi presented the minutes of the July 18, 2018 meeting. Mr. Land noted that on page 5, Ms. Epstein did not second that motion. Mr. Flint stated that he would correct that.

> On MOTION by Mr. Lane, seconded by Mr. Land, with all in favor, the Minutes of the July 18, 2018 Meeting, were approved, as amended.

FIFTH ORDER OF BUSINESS **Public Hearing**

A. Consideration of Resolution 2018-13 Adopting the Fiscal Year 2019 Budget and Relating to the Annual Appropriations

Mr. Zimbardi opened the public hearing on the budget and special assessment resolution.

> On MOTION by Mr. Stellfox, seconded by Mr. Lane, with all in favor, opening the public hearing, was approved.

Mr. Zimbardi noted that Mr. Stellfox joined the meeting at this time. Mr. Flint explained that Resolution 2018-13 adopts the budget for Fiscal Year 2019, which starts on October 1, 2018 and that Resolution 2018-14 imposes the special assessments and authorizes staff to certify the assessment role. Mr. Flint stated that the Board previously approved a proposed budget that was approved before June 15th, as required by Statutes, was transmitted to Polk County and was Exhibit A to Resolution 2018-13. Mr. Flint explained that administrative expenses have gone down from $176,000 to $163,000. Mr. Flint stated that the Operations and Maintenance expenses were going up slightly due primarily to including funding for stormwater construction repair. Mr.

Eckert stated that they provided a revised resolution to the Board for the assessment. Mr. Eckert noted that in the past, they would always put the assessments for platted lots on the tax roll and direct billed the assessments that go on undeveloped land. Mr. Flint asked the residents if there were any public comments about the budget or assessment roll. A resident requested to see the special assessments or attachment B to the assessment resolution. Mr. Flint explained that imposing special assessment is a legal term that refers to the Operations and Maintenance and annual Debt assessment special assessments. Mr. Flint explained that Resolution 2018-14 adopts the assessment roll that lists each property with the per unit amount. Mr. Flint explained that special assessment has a different meaning pertaining to CDD information, then it does with HOA. Mr. Zimbardi asked for comments from the Board members about the budget. The Board discussed the $50,000 allocated for stormwater structure repairs. Mr. Flint stated that it was based on the report that the Engineer prepared identifying certain improvements. Mr. Flint noted that none of that money would get spent unless the Board votes on it, and more proposals will be brought to the Board.

> On MOTION by Mr. Land, seconded by Mr. Lane, with all in favor, Resolution 2018-13 Adopting the Fiscal Year 2019 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2018-14 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Zimbardi noted that the Board received a revised copy. He stated that the only difference was in Section 3b. Mr. Eckert noted that they added Section B to number 3 to clarify that the undeveloped land will be by direct bill assessment rather than going on the County tax roll. Mr. Zimbardi asked for comments or questions on the resolution.

> On MOTION by Mr. Lane, seconded by Ms. Epstein, with all in favor, Resolution 2018-14 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Flint asked for a motion to close the public hearing.

> On MOTION by Mr. Stellfox, seconded by Mr. Land, with all in favor, closing the public hearing, was approved.

Mr. Lane noted that "larvicide" was spelled incorrectly on page 5 of the budget and Mr. Flint stated that would be corrected.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2018-15 Accepting the Dedications on the Phase 5E-W Plat**

Mr. Zimbardi asked Mr. Eckert to give the Board a summary of Resolution 2018-15. Mr. Eckert noted that the Board is aware there are multiple steps in the District accepting the conveyances from the Developer. Mr. Eckert explained that this is not the final step, but is one of the steps. He stated that the Board is agreeing to accept the dedications on the plat, specifically concerning tract C3 and C4 which are storm water management tracts. Mr. Eckert explained that there are also dedications from the developer to the District of certain easements that are needed for the CDD to access infrastructure and roads. Mr. Eckert stated that this does not mean they will own the tracts, it means that they are accepting the plat dedications. Mr. Land asked if the CDD will need road access, and Mr. Eckert stated that they will get road access to be able to access ponds and other areas they have to treat. The Board discussed the placement of easements within the District, and Ms. Leo pointed out the locations on a map for the Board to see.

> On MOTION by Mr. Lane, seconded by Mr. Stellfox, with all in favor, Resolution 2018-15 Accepting the Dedications on the Phase 5E-W Plat, was approved.

SEVENTH ORDER OF BUSINESS **Discussion of Proposals for Amenity Real Estate Transaction Legal Services**

Mr. Zimbardi stated that they were searching for proposals for legal services relating only to the amenity transaction. Mr. Zimbardi asked Mr. Flint to explain the three proposals received. Mr. Flint explained that at the Board's direction from a prior meeting, he reached out to law firms that primarily deal with CDDs and also real estate transactional capabilities. Mr. Flint reviewed the Burr Forman, LLP, Shutts & Bowen, LLP, and Latham, Shuker, Eden, and Beaudine, LLP proposals. Mr. Flint explained that with Burr Forman there would be hourly rates for travel time. Mr. Flint stated that Shutts would not bill for travel time or reimbursement, and that they are located in Orlando. Mr. Flint stated that Latham, Shuker, Eden, and Beaudine, LLP would also bill for travel. Mr. Flint noted that he reached out to a fourth law firm but they are currently working with AV Homes on an agreement with Osceola County, so they were not able to provide a proposal because of that conflict. Mr. Zimbardi asked the Board if they would be

interested in having the firms come to the joint meeting in September, and the Board Members could ask them direct questions. The Board discussed getting written contracts from all three firms confirming that they have no conflict of interest with AV Homes or Taylor Morrison. Ms. Epstein stated that Latham works for other CDDs and other 55+ communities and that experience is valuable and a big plus. Ms. Epstein asked Mr. Flint if he had worked with any of the lawyers with other CDDs. Mr. Flint answered that he had worked with all three firms. The Board narrowed the firms down to Latham, Shuker, Eden & Beaudine and Shutts & Bowen, and authorized Mr. Flint to request that both firms attend the joint meeting for questioning.

EIGHTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

i. Litigation Update

Mr. Eckert reported that the next hearing in the validation case is related to the first validation case, and it is a dispute between the attorneys for Taylor Morrison, AV Homes, and Avatar regarding some discovery and whether or not there will be sanctions. He stated that hearing is on August 20th. Mr. Eckert noted there is hearing set on October 23, 2018 on a motion that will be filed by the District to try to narrow down the issues for validation. Mr. Eckert reminded the Board there is a meeting Friday with Jason Good with AV Homes, the District Engineer, and the District Manager, to talk about the conveyance issues.

B. Engineer

Ms. Leo noted that it had been quiet from an engineering standpoint for the last 30 days. She stated that they do have a meeting this Friday to go over conveyances and other matters.

C. District Manager

i. Approval of Check Register

Mr. Flint presented the Check Register for July 1st through July 31st. Mr. Flint pointed out that the check register totals $251,605.68 and of that $191,454 and $4,715 are related to direct bill assessments that were paid and are being transferred to the Trustee. Mr. Flint asked for questions on the check register.

On MOTION by Mr. Lane, seconded by Mr. Stellfox, with all in favor, the July Check Register was approved.

ii. Balance Sheet and Income Statement

Mr. Flint presented the Balance Sheet and Income Statement through July 31st. Mr. Flint noted that they were nearly 100% collected on the on roll, the direct bill, and the developer, but are slightly lower on interest earnings than what the adopted budget is. Mr. Flint explained the expenses for the month and asked for questions from the Board. Mr. Land asked Mr. Flint to explain the unassigned amount of $420,797 on the balance sheet. Mr. Flint noted that $420,000 is in an interest-bearing account, and that $155,000 is kept in the operating account for the District. Mr. Flint stated those are funds that are available to carry them through the end of the fiscal year because most of their revenue comes in December and January.

> On MOTION by Mr. Lane, seconded by Ms. Epstein, with all in favor, the Balance Sheet and Income Statement, was approved.

iii. Approval of Fiscal Year 2019 Meeting Schedule

Mr. Flint noted that they kept the prior practice of meeting on the third Wednesday of each month. The Board discussed moving the November meeting since their regular date falls the day before Thanksgiving. The Board decided to move the November meeting to November 28th at 11:00 a.m.

> On MOTION by Ms. Epstein, seconded by Mr. Lane, with all in favor, the Fiscal Year 2019 Meeting Schedule was approved, as amended.

D. Field Manager

i. Field Manager's Report

Mr. Scheerer noted that the tubing was installed and that the diffusers are in a better location to serve the lakes. Mr. Scheerer stated that they are currently working on acquiring proposals for raising two manholes. Mr. Flint presented the proposals for aerators; Option A totaled $8,480 and Option B totaled $12,185. Mr. Flint stated that Option A would be a good start, and the Board could always add another aerator if they felt they needed to. The Board discussed both proposals and chose to proceed with option A.

> On MOTION by Mr. Lane, seconded by Ms. Epstein, with all in favor, the Proposal from GMS-CF, Option A, for Aerators, was approved.

ii. Customer Complaint Log

Mr. Flint presented the Customer Complaint Log. Mr. Flint stated that there were four complaints dated back to July 17th. The first complaint was the algae on the pond, followed by the manhole cover. Mr. Flint notified the Board of a midge complaint, and then another algae complaint. He stated that in those cases, they contact Clarke. Mr. Flint noted that Clarke would then go out on site and they follow up with homeowner. Mr. Flint suggested to the residents attending the meeting, and who asked lengthy questions during the public comment period, that they email him their questions so they can address them.

NINTH ORDER OF BUSINESS Supervisor's Requests

Mr. Zimbardi asked the Board if anyone had any requests. The Board did not have any requests at this time.

TENTH ORDER OF BUSINESS General Audience Comments

A resident addressed the midge problem, and showed the Board pictures of his neighbor's house. The Board asked the resident if he would have a problem with an aerator being in his back yard, the resident said he had no problem with that and thinks that would help solve the problem. Mr. Eckert noted that there was not a current document that would allow them to put an aerator on a private lot, but they could create one. Multiple residents brought up the issues of spiders on their houses, due to the midge flies. The Board noted that they would follow up on the spider issue after the aerator was installed to see if it reduced the number of spiders on the residents' homes.

ELEVENTH ORDER OF BUSINESS Other Business

Mr. Zimbardi asked the Board if there was any other business that needed to be discussed, but there was nothing brought up. Mr. Stellfox made the following statement on record:

> I want to make a statement. We have a law in Florida that prevents two or more CDD members to discuss business outside of noticed meetings, this a noticed meeting. I'm making a few comments. I refuse to be a patsy. I'm tired of the innuendos that constantly appear in Next Door Neighborhood. I resent the implication that I am one of those CDD members that's in the tank with AV

Homes. How dare one of our Board members accuse me or anybody else for that matter. How dare they accuse me of being bought off by AV Homes, which is total nonsense. I make no apology to you or anyone else for the decisions I make. I want this person to speak for themselves in the future, no one else. And don't interpret my motivations. As circumstances change, I'll change. No one designated you as 'Communicator in Chief'. The character assassination that permeates everything you write on Neighborhood Solivita is nothing but a bunch of your opinions and is full of a series of half-truths. It's a joke that the residents are going to receive thousands of dollars when the suits are settled. Stop depressing our real estate values with your inane and careless commentary. Up till now, you monopolized and sucked out most of the oxygen in the room. On a square footage basis, you have Lake Ashton at higher value than us. That's nonsense, it shouldn't be. Why do you think you're getting free legal advice from these law firms? They are looking for a big payoff. You're just pawns in their scheme and if there doesn't look like there will be any money, they'll drop you like a lead weight. Your running commentary is your interpretation of what has transpired. You have no proof. You continue to take cheap shots at the Board majority. Since we started these discussions with AV Homes, the rates have moved up. We probably will not be able to build what was originally projected, if in fact we ever get to that point. On a recent cruise, my wife and I met two sisters who had visited Solivita and were going to buy until someone from the opposing group advised them, they should reconsider. They have since purchased in the Ocala area. Why would someone do that? Why would someone disparage our community? It doesn't make sense to me. You don't foul the place where you live. In the future, I would appreciate it if you would preface your misleading propaganda by telling your audience that you're speaking as a resident, and that your comments are your personal views. And not as CDD Board sanctioned commentary. It would be appropriate for you to put a disclaimer next to your running commentary. If you're unhappy, you have options, exercise them. You've weaponized Next Door Solivita. I've had enough of the drivel, go peddle it someplace else. Some days I don't recognize the world we live in, I don't recognize this community that I came into 15 years ago. Apparently, we can't

agree to disagree. Everything is a contest, you win, I lose. It's very destructive and if it continues, it will tear this community apart. The sky is not falling, the sun will rise tomorrow, let this chapter play out, you may be surprised what happens. Life is too short to drink bad wine.

After certain audience members began voicing their opinions Mr. Flint advised they were out of order as General Audience comments were closed and advised he would have the Sheriff remove them if they continued. The Board decided to take a five-minute recess. After the meeting resumed, Ms. Epstein stated that she has not and will not directly attack any Supervisor on the Board.

TWELTH ORDER OF BUSINESS **Next Meeting Date – September 5, 2018 (Joint CDD Meeting)**

Mr. Zimbardi announced that the next meeting is a joint meeting that will be held on September 5, 2018 at 11:00 a.m.

THIRTEENTH ORDER OF BUSINESS **Adjournment**

Mr. Flint asked for a motion to adjourn the meeting.

On MOTION by Mr. Stellfox, seconded by Mr. Lane, with all in favor, the meeting was adjourned at 12:56 p.m.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION V

LATHAM, SHUKER, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

MICHAEL J. BEAUDINE
MICHAEL G. CANDIOTTI
JAN A. CARPENTER
DANIEL H. COULTOFF
ANDREW C. D'ADESKY
MARIANE L. DORRIS
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LORI T. MILVAIN
R. SCOTT SHUKER
JONATHAN A. STIMLER
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

December 12, 2018

Sent via Electronic Mail
Poinciana CDD Board of Supervisors and
c/o GMS-CF, LLC
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attention: George Flint

Re: **Latham, Shuker, Eden & Beaudine, LLP regarding General Counsel Legal Services to the Poinciana Community Development District**

Dear Supervisors and Mr. Flint:

We thank you for the opportunity to provide you with information on our firm in regard to legal services as general counsel for the Poinciana Community Development District ("District"). We have reviewed the potential representation of the District and look forward to the opportunity to submit our qualifications as your general counsel. With our experience in public finance (particularly with community development districts) and our recent work with the District (although limited), our firm has the unique capability to assist you. Attached to this letter is an overview of our firm's experience and capabilities for your review.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please feel free to contact us with any questions or requests for additional information.

Very truly yours,

Jan Albanese Carpenter, Esq.
For the Firm

cc: Andrew C. d'Adesky, Esq.

GENERAL EXPERIENCE OF
LATHAM, SHUKER, EDEN & BEAUDINE, LLP

Latham, Shuker, Eden & Beaudine, LLP ("LSEB") is a midsized, diverse law firm, located in downtown Orlando, Florida, and dedicated to the representation of businesses and governments. The firm consists of 19 Attorneys and all senior partners are Martindale Hubbell AV rated. The firm's primary goal is to provide outstanding legal services for all clients, whether located in Florida or beyond, and to provide a challenging and rewarding work environment and career experience for our professionals.

In addition to our outstanding public finance practice group, the firm has exceptional attorneys practicing in most areas of business and commercial law, in areas that are critical for governmental clients with significant business interests in Central Florida. The firm represents a diverse group of clients from the real estate, public finance, government, securities, construction, manufacturing, bankruptcy, insurance, technology, franchising, agriculture, health care, professional sports representation and entertainment industries. Our firm's real estate practice has experience in all areas of land development, acquisition and financing.

In addition to our governmental clients listed herein, the firm represents and has represented a number of private clients. Some clients include: a number of national home-builders; Universal City Property Management, III; Universal Studios Florida; Buena Vista Development; Buena Vista Corporation; Isleworth Country Club, Inc.; Ocean Reef Club; Prudential Palms Realty; Tavistock Group; Golden Gem Growers, Inc.; Rotadata, Inc.; Emerson International, Inc.; Isolyser, Inc.; Jostens, Inc.; Citrus World, Inc.; Southeast Milk, Inc.; Olympus Media; Kanye West; Sunoco Oil Company; Bill Heard Enterprises; Bill Heard Chevrolet; Sun State Ford; Bob Dance Dodge; Advanced Marketing Int'l., Inc.; Motion Picture Association of America, Inc.; Planet Hollywood; and Priority Transportation, Inc.

We also have a strong litigation team. Our experienced trial and appellate attorneys take pride in their ability to manage and resolve disputes in many different fields, including complex business litigation, construction litigation, business torts, commercial and governmental foreclosure matters, special assessment foreclosures, antitrust, contracts, general liability, intellectual property, general civil liability, products liability, bankruptcy, healthcare and employment. Our firm handles employee relation matters and has advised a number of municipalities on employee related claims.

Our real estate team handles real estate development for Universal Studios, as an example of the significant capacity and experience we have in real estate matters. The Firm takes real estate projects from concept to completion. Careful planning and experience are required. Our attorneys are well equipped to assist clients in turning proposed land acquisitions and developments into reality. We are experienced in all aspects of real estate development, including commercial and residential real estate development, finance, acquisition, commercial lending and public finance, planning and zoning, local government law, purchase and sale transactions, title matters and commercial leasing. As can be seen by the names of some of the clients listed above, this firm has significant experience in land planning, development, legislative and lobbying efforts related to real estate development, and governmental matters.

We are approved attorneys to write title insurance for real estate and lending transactions for: Fidelity Title Insurance Company; First American Title Insurance Company; and Old Republic National Title Insurance Company. We also represent Old Republic National Title Insurance Company in litigation claims and related matters.

ACCESSABILITY AND RESPONSIVENESS

- In terms of response time and general accessibility, all attorneys have email access seven (7) days a week, twenty-four (24) hours a day and provide all clients with both direct office numbers and cell phone numbers

- With two (2) attorneys working for the district, at least one (1) attorney is available at almost any time and date to attend board meetings or to handle emergency matters

- Our offices are located in downtown Orlando and in the case of an emergency or unscheduled meeting, we would be within approximately a one (1) hour drive from the Poinciana Community Development District (with minor variation based on traffic and construction activity)

- All notations above as to response time, availability and lead time applies to both Lead Attorney and Associate Attorney(s)

FIRM EXPERIENCE WITH COMMUNITY DEVELOPMENT DISTRICTS

Latham, Shuker, Eden & Beaudine, LLP ("LSEB") has extensive experience representing governments, both state and local. LSEB provides a vast array of knowledge in such relevant areas as contracts, real estate, public finance, procurement, land use and planning, securities law, as well as the impact of litigation on government. Our firm provides clients with advice that is innovative and individualized to each governmental entity.

LSEB currently represents numerous community development districts and other special districts as further listed in the Representative Governmental Client section. In addition to being general counsel for various special districts, our firm is often engaged to provide legal assistance in complex public finance, real estate and governmental law matters for a variety of clients.

Jan Albanese Carpenter is Public Finance Chair for LSEB and has worked in the public finance and government area for over 25 years. She is a Martindale Hubbell AV Rated attorney and has extensive experience in representing community development districts, both in good economic times and bad. Ms. Carpenter's government practice is ably assisted by Andrew d'Adesky, a primary public finance associate attorney, as well as a junior associate, three paralegals, a legal assistant and experienced lawyers and partners from other practice areas.

Clients seek our firm's services on a wide variety of public finance and governmental legal matters, including the following:

- Advise on general legal issues regarding day-to-day governmental operations
- Inform and advise clients on Sunshine Law, Ethics Law and Public Records Law
- Attend government board meetings, workshops and committee and advisory board meetings
- Establish, expand, contract and terminate community development districts
- Issue and refinance tax exempt and taxable bonds (and notes), including bond validation proceedings
- Advise and consult regarding the restructuring of "defaulted" bond issues, and other forbearance and default-related settlement matters
- Negotiate with developers, third party lenders and tax certificate holders
- Develop loan programs for governmental entities
- Participate in rule-making, legislative lobbying efforts and following state legislative sessions to provide advice to clients
- Advise on land use issues related to real estate development
- Handle litigation matters for community development districts, including bond default and foreclosure litigation matters, as well as construction litigation, bankruptcy related issues and other commercial and governmental litigation matters
- Resolving bid protests and administrative challenges

- Review and draft requests for proposals, bid documents, legal contracts and contract amendments
- Process real estate transactions (from contract, through due diligence and closing) for property conveyances
- Finance projects through community redevelopment agencies
- Negotiate with numerous interlocal agreements among special districts and with counties and municipalities
- Address environmental issues for both private and governmental clients from basic real estate issues through cases litigated at the appellate level

In the area of governmental services, particularly in community development district representation, we feel it is essential that LSEB works as a "team" with the District's board of supervisors, bond counsel, district manager, district engineer, underwriters, and financial advisors, as well as with other stakeholders in order to ensure a strong community.

Our firm is proud to offer personalized service to our clients and we strive to ensure that all our attorneys are readily accessible and responsive to each of our clients.

REPRESENTATIVE GOVERNMENTAL CLIENTS

COMMUNITY DEVELOPMENT DISTRICTS:

Bella Collina Community Development District – Lake County

Bonnet Creek Community Development District – Orange County

Celebration Community Development District – Osceola County

Dowden West Community Development District – Orange County

Lake Ashton Community Development District – Polk County

Overoaks Community Development District – Osceola County

Paseo Community Development District – Lee County

Preserve at South Branch Community Development District – Pasco County

Randal Park Community Development District – Orange County

Reunion East Community Development District – Osceola County

Reunion West Community Development District – Osceola County

Shingle Creek Community Development District – Osceola County

Stoneybrook South at Championsgate Community Development District – Osceola County

Storey Park Community Development District – Orange County

Tohoqua Community Development District – Osceola County

Westside Community Development District – Osceola County

Windward Community Development District – Osceola County

OTHER GOVERNMENTAL ENTITIES:

Florida Housing Finance Corporation – Tallahassee, FL (includes statewide representation) (State Agency)

Osceola County Housing Finance Authority (Special District)

Osceola County Health Facilities Authority (*Special District which has been terminated*)

OTHER ENTITIES:

Latham, Shuker, Eden & Beaudine, LLP serves as Special Counsel to several local cities on employee related matters

PROPOSED ATTORNEY TEAM

The following listed personnel will be made available to work with the Poinciana Community Development District on a priority basis if LSEB is selected as Special Counsel. Attached are detailed resumes describing the background, qualifications and experience of professionals in our firm that are involved in governmental and public finance matters and would be assigned to this engagement.

The lead attorney for the Poinciana Community Development District would be Jan Albanese Carpenter, Partner and Public Finance Chair with over 25 years' experience. Ms. Carpenter oversees all activities of associates who work with her clients.

Andrew d'Adesky, the Associate Attorney in the Public Finance practice area, under the direct supervision of Jan Albanese Carpenter, will be the primary associate working with the Districts, with over 3 years' legal experience and 3 years' local governmental management experience as well as a Master's Degree in Public Administration.

One or both attorneys will attend all meetings as needed. If both attorneys are present, the client is generally only billed for one attorney as a matter of firm policy.

The Public Finance practice area will be assisted by the following attorneys on our real estate team: Peter G. Latham, Partner and Real Estate Development Chair with over 30 years' experience; Michael Candiotti, Senior Associate in the Public Finance, Real Estate division with 6 years' real estate experience; Jennifer Eden, Litigation Partner who assists in many areas of litigation for our Public Finance clients (she and other litigation attorneys regularly handle bond validations and CDD freelance litigation).

We have a number of other partners and associates ready to work with the Poinciana Community Development District, depending on the needs of the client and the experience necessary to complete the work promptly and cost effectively. Importantly our litigation team has attorneys with all experience levels who have worked with our governmental districts in real estate and litigation matters such as foreclosures, bond defaults, motion issues, bid protests, etc. Three paralegals work in the public finance and real estate department and will assist regularly with the District's legal matters. That assistance helps to reduce legal costs for our clients.

Detailed biographies of several of our attorneys are included on the next pages.

PROPOSED RATES FOR OUR LEAD ATTORNEY AND TEAM

We are happy to offer our established (and reduced) "governmental client" rates for the Poinciana Community Development District work. Based on our experience in this market, we believe the rates below are highly competitive for this type of legal work and significantly lower than our regular rates for private organizations.

Senior Partners (Jan Albanese Carpenter) *(Current private rate up to $475)*	$375
Associates (Andrew d'Adesky, Michael Candiotti) *(Current private rates up to $345)*	$265
Paralegals	$105

CONFLICT

Latham, Shuker, Eden & Beaudine, LLP has no apparent conflict of interest with regard to the proposed work with Poinciana Community Development District.

LATHAM, SHUKER, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

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jcarpenter@lseblaw.com

Web:
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JAN ALBANESE CARPENTER, Partner, is a Martindale-Hubbell Peer Review rated AV® attorney. Jan practices in the area of public finance, government and real estate law. Jan works primarily in the areas of local government finance and the representation of special districts and has been involved in the issuance of billions of dollars of bond transactions for community development districts, housing authorities and Florida Housing Finance Corporation, among others. Latham, Shuker's public finance attorneys have served as general counsel to housing finance authorities, health facilities authorities and industrial development authorities, at the local and state level, and have represented various local governments, community development districts and public utilities. She has the ability to and has served at various times as issuer's counsel, underwriter's counsel, disclosure counsel and special counsel to state and local governments, and as developer's counsel in public finance transactions. Ms. Carpenter also has experience in general business law, environmental law and counsels clients in corporate and real estate transactions, and has represented lenders in their commercial transactions. Before attending law school, Ms. Carpenter was a financial analyst and controller in the hotel and restaurant industry. Ms. Carpenter is a member of the National Association of Bond Lawyers and the Florida Association of Local Housing Finance Authorities. Ms. Carpenter is listed in the " Red Book," the Bond Buyer's Municipal Marketplace publication for 2018. Ms. Carpenter was chosen by her peers in the legal community as one of the "2005 and 2008 Legal Elite," by Florida Trend Magazine, a select group of the top two percent of lawyers practicing in Florida. She has been named as one of the "Best of the Bar" by the Orlando Business Journal. Ms. Carpenter is an active member of the Cornell Alumni Admissions Ambassador Network and interviews potential Cornell students during each "recruiting" season.

Bar Admissions:
1988, Florida
1991, New York

Education:
1981 Cornell University, B.S. with distinction
1988 Albany Law School, J.D., cum laude

Professional and Civic:
Florida Bar, City, County and Local Government Section
Legal Aid Society, Guardian Ad Litem;
Former board member of the Citrus Council of Girl Scouts
Commercial Real Estate Women (C.R.E.W.)

Recognition and Honor:
AV Preeminent Peer Review rated by Martindale-Hubbell
Legal Elite, Florida Trend Magazine
Best of the Bar, Orlando Business Journal

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adadesky@lseblaw.com

Web:
www.lseblaw.com

ANDREW C. D'ADESKY is an associate in the firm's public finance practice group. Andrew primarily focuses on the representation of special districts and local government law, with a focus on representation of community development districts. Andrew also has experience in real estate and counsels' clients on various aspects of real estate transactions. Andrew's background in public administration provides the firm's public finance clients with strong expertise in dealing with formation and establishment, public records and open government issues, statutory compliance, real estate and financing matters. Prior to joining Latham, Shuker, Eden & Beaudine, LLP, Andrew worked with the Lake Junaluska community in North Carolina as a management consultant on various projects including capital improvement, grant funding, public meetings and municipal status. Andrew worked with the Aviation Division of the Broward County Attorney's Office during law school, which granted additional experience with commercial real estate, bidding, procurement, land use and public-private partnerships.

Bar Admissions:
2015, Florida.

Education:
2008, Florida International University, B.A. in Political Science and Religious Studies
2010, University of North Carolina at Chapel Hill, M.A. in Public Administration
2015, University of Florida, Levin College of Law, J.D. cum laude

Professional and Civic:
Florida Bar, City, County and Local Government Section
Florida Bar, Real Property and Probate Law Section
Orange County Bar Association, Young Lawyers Section

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PETER G. LATHAM, Partner, has practiced law in the Central Florida community since his admission to the bar in 1981. Peter has been involved in all types of real estate development and financing and has gained particular expertise in Resort and Themed development projects from his involvement with "Universal Orlando" and "Hard Rock Cafes". Peter advised Universal on its re-development of approximately 2,400 acres near the Orange County Convention Center into a mixed use development. Peter has also developed an expertise in all phases of agribusiness through his role as counsel to the two largest agricultural cooperatives in Florida; Citrus World, Inc. - makers of Florida's Natural™ juice products, and Southeast Milk, Inc. In this area Peter has counseled on large agricultural developments, cooperative mergers and acquisitions, and trade regulations, as well as franchise distribution and broker agreements.

Bar Admissions:
1981, Florida

Education:
1981, J.D., Stetson University, College of Law, Cum Laude
1978, B.S.B.A., University of Central Florida

Professional and Civic:
Universal Foundation Board 2012
American Bar Association, Real Estate and Land Use Division
Florida Bar, Real Estate and Land Use Division
Orange County Bar
Legal, Tax and Accounting division of NCFC
Housing and Neighborhood Development Services of Central Florida, Executive Committee 1990 - 1998

Recognition and Honors:
AV Preeminent Peer Review Rated by Martindale-Hubbell

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MICHAEL G. CANDIOTTI is an Associate in the firm's corporate, land use, real estate, public finance and agribusiness practice group. Michael primarily focuses on real estate transactions and development, financing and commercial leasing transactions, and has he increasing experience with special district governance. Michael's real estate background provides the firm's public finance clients with strong expertise in dealing with real estate development and financing matters. Prior to joining Latham, Shuker, Eden & Beaudine, LLP, Michael worked in-house with First American Title Insurance Company, which experience enables our firm to expedite more complex deals. While at First American, Michael acted as counsel in an array of unique real estate venues, such as sales under 28 USC § 363, HUD financings, and condominium terminations.

Bar Admissions:
2012, Florida

Education:
2009, Florida State University, College of Business, B.S. in Finance and Real Estate;
2012, University of Florida, Levin College of Law, J.D. *cum laude*

Professional and Civic:
Florida Bar, Real Property and Probate Law Section
Orange County Bar Association, Young Lawyers Section

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JENNIFER S. EDEN concentrates her practices in the areas of complex civil and commercial litigation. She has represented numerous automobile dealerships, including the nation's largest Chevrolet dealership, in litigation, as well as in negotiating, drafting, and finalizing non- competition agreements, buy/sell agreements, joint ventures, corporation and various forms of partnerships. She has also represented one of the nation's largest oil companies in complex litigation, buy/sell agreements with extensive experience in environmental law. She has also handled significant bad faith litigation against insurance companies for both privately and publicly held companies. She is the Past President of the Auto Industry Defense League of Central Florida. She has served as counsel for Stetson University for more than 9 years, handling civil litigation, and counseling on tenure and employment decisions and policies. During law school, she was awarded first place in both state and national trial competitions and the 1990 American College of Trial Lawyers Kraft W. Eidmand Award for Excellence in Advocacy.

PRACTICE AREAS

Law and Higher Education, General Corporate Law and Appellate Law, Complex Commercial Litigation

NOTABLE CLIENT WORK

- Sunoco, Inc. (R&M)
- Marathon Ashland Petroleum LLC
- Mascot Petroleum Company
- Sun State Ford, Inc.
- Kia of America
- Lally Motors, Inc. (dealerships in England and India)
- Stetson University, Inc.
- Orlando Semi-Professional Hockey (Orlando Seals)
- Counsel for Stetson University, Inc.
- Former Counsel for Bill Heard Chevrolet

BAR ADMISSIONS

- 1990, Florida
- 1991, U.S. District Court for the Southern District, Middle District and Northern District of Florida
- 1991, U.S. Court of Appeals, Eleventh Circuit

PROFESSIONAL MEMBERSHIPS AND ACTIVITY

- The Florida Bar Association
- The American Bar Association
- The Orange County Bar Association
- Past President of the Automobile Industry Defense League
- Past Member of the Board of Directors of Morning Star School
- Current Member of Board of Directors for Florida Citrus Sports, Sponsor of Capital One Bowl and Champs Bowl

EDUCATION

- 1990, J.D., Stetson University College of Law
- 1986, University of Florida

APPLETON, REISS & SKOREWICZ
ATTORNEYS AT LAW

MICHELLE T. REISS, ESQ.
501 E Kennedy Blvd., Suite 802, Tampa, FL 33602
Office: 813.542.8888 | Direct: 813.542.5029
arsfla.com | mreiss@arsfla.com

December 10, 2018

VIA EMAIL ONLY

Poinciana Community Development District
c/o George Flint
gflint@gmscfl.com

Re: Legal Services for Poinciana Community Development District

Dear Board of Supervisors:

Thank you for your interest in having Appleton, Reiss & Skorewicz, PLLC ("ARS") represent Poinciana Community Development District (the "District"). I am excited to present you with information about our firm.

In 2018, myself and two of my partners, Eric Appleton and Keith Skorewicz, formed ARS to specialize in providing legal services to community associations of all kinds, including condominium associations, homeowner's associations, community development districts, special taxing districts, and other similar and related entities. Mr. Appleton, Mr. Skorewicz, and I have worked together in this field for several years and are very familiar with the statutes, case law, and documents that govern these respective entities. Our goal is to provide our clients with effective solutions and legal strategies to resolve the many types of issues and problems that arise in planned, shared communities. We understand that the governing boards of the communities we represent consist of homeowners and neighbors, like yourselves, who volunteer their time to support their community and seek practical and cost-effective solutions and advice. We prioritize and promote such solutions and advice.

Enclosed with this correspondence, please find a copy of our engagement letter and our recent biographies. You'll see from our biographies that we have extensive experience in all aspects of community association law, from formation to termination, and everything in between. In addition to the three founding partners, ARS includes lawyers Karen Cox and Nadine Appleton, who specialize in trial and appellate law as well as bankruptcy and other matters. We also have an excellent team of support staff who are very knowledgeable and dedicated.

I look forward to hearing from you, answering your questions, and sharing more information about our firm. Please do not hesitate to contact me directly at 813-542-5029. I also encourage you to check out our website at www.arsfla.com.

Sincerely,

Michelle T. Reiss, Esq.

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APPLETON, REISS & SKOREWICZ
ATTORNEYS AT LAW

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arsfla.com | mreiss@arsfla.com

December 10, 2018

VIA EMAIL ONLY

Poinciana Community Development District
c/o George Flint
gflint@gmscfl.com

Re: Legal Services Agreement

Dear Board of Supervisors:

Thank you for your interest in having Appleton, Reiss & Skorewicz, PLLC ("ARS" or "we" or "Firm") represent Poinciana Community Development District (the "Client" or "you") in connection with general corporate matters and other issues that you may refer to us in writing from time to time. We are delighted that you selected ARS, and we look forward to a mutually beneficial relationship.

This agreement sets forth the scope, terms and conditions of ARS' engagement as counsel. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the terms of our representation.

Limited Scope of Engagement

ARS has been retained by the Client with respect to the matter or matters described above. Any new or expanded engagement beyond such matter or matters will require our prior written agreement. ARS is entering into this attorney-client relationship only with the Client named above. Any representation of a person or entity other than the Client will require our prior written agreement. Nothing in this agreement and nothing in our statements to you should be construed as a promise or guarantee about possible results relating to our representation of the Client. Indeed, although we may offer opinions about possible results, we can neither predict nor guarantee any outcome, and we make no such prediction or guarantee.

Contact Person, Staffing, and Communications

You have designated the Client's President as the primary contact from whom we will take direction and to whom we will report in connection with this engagement. I will be the Partner generally responsible for the Firm's representation of the Client, including matters relating to billing and staffing, and I will have primary day-to-day responsibility for the Client's matters. I will be assisted by such other attorneys and personnel as I deem appropriate from time to time, in order to provide the highest quality service in a cost-effective manner.

The legal privilege for attorney-client communications exists to encourage candid and complete communication between attorneys and their clients. We can truly perform beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our representation of you. In that regard, for as long as we represent you, we agree to inform you of the status of any matters in which we represent you, to respond to your inquiries, and to include you in any important strategies or decisions relating to such representation. Likewise, you agree to keep ARS informed about any events that might affect our ability to perform the services required

of us by this agreement and to cooperate with us and comply with all reasonable requests related to our provision of services.

Fees and Expenses

Our fees are generally determined by the time devoted by each attorney, paralegal, or legal assistant involved in the engagement and the hourly billing rates assigned to each such person. Currently, the rates for attorneys at ARS range from $225.00 per hour to $350.00 per hour. The rates for our legal assistants and paralegals are $135.00 to $145.00 per hour. Our hourly rates are revised periodically, and we reserve the right to revise them from time to time during the course of this engagement. In situations involving extraordinary risks, efforts or results, we may request that the Client give consideration to a supplemental fee over and above our hourly rates. Unless we specifically agree in writing, any fee estimate that we may provide is not a commitment to perform the services within a fixed time or for a fixed fee.

In addition to our fees, we expect our clients to defray certain costs incurred during our representation of them. These costs generally are advanced or incurred as a result of long distance telephone calls, postage, photocopying, travel, computer research services, messenger services, and fees charged by governmental entities for filing, recording, certification and registration. We may request an advance cost deposit if we anticipate that we will be required to incur substantial costs on your behalf. We also may forward to you, for direct payment by you, certain expenses or charges such as fees of experts, court reporters, corporate filing fees, etc., received by us from third party vendors of services or goods for the benefit of the Client. The Client will be responsible for making such direct payments in a timely fashion.

We may bill bi-monthly or monthly throughout an engagement for a particular matter, and our invoices to the Client are due when rendered. If our invoices to the Client are not paid when due, we reserve the right to discontinue services until the account is brought current. We are entitled to attorneys' fees and costs if collection activities are necessary to recover amounts due from the Client. We may require a retainer at any time, which we will apply to any unpaid fees or costs or as we may otherwise agree with the Client. Any unused portion of a retainer is fully refundable when our representation is completed or terminated. In this case, no retainer is required at this time.

Notwithstanding the foregoing, to the extent that we take action to you to collect unpaid assessments, fines or debts due to the Client, we will defer billing of legal fees incurred by the Client until such time as the collection of the assessments is resolved with the party indebted to the Client, or until such time as a judgment is entered against the party who is indebted to the Client. The foregoing deferred billing arrangement shall not apply to counterclaims raised by debtors, the defense of mortgage foreclosure actions, appeals or administrative hearings of any kind.

Advance Waiver of Potential Conflicts of Interest

ARS represents, and in the future will represent, many other clients. Some may be direct competitors of the Client or otherwise may have business interests that are contrary to the Client's interests. It is also possible that, during the time we are representing you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to the Client's interests. ARS cannot enter into this engagement if it could interfere with our ability to represent existing or future clients that have interests adverse to the Client. We therefore ask you to confirm that ARS may continue to represent or may undertake in the future to represent any existing or future client in any matter (including transactions, litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to ARS' representation of the Client, as long as that other matter is not substantially related to this or our other engagements on behalf of the Client. Specifically, we request that the Client agree that (a) no engagement that we have undertaken or may undertake on behalf of the Client will be asserted by the Client either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify ARS from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to the Client, as long as that other matter is not substantially related to any of our engagements on behalf of the Client, (b) the Client has been advised by ARS, and has had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and the Client's prospective waiver, (c) the Client's consent to these provisions is both voluntary and fully informed, and (d) the Client intends for its consent to be effective and fully enforceable, and to be relied upon by ARS.

Termination and Retention of Documents

Our engagement is terminable at will by either ARS or the Client, subject to payment of all fees for services performed and costs advanced or incurred through the date of termination. Unless previously terminated, our representation of the Client will terminate upon our sending you our final statement for services rendered. Upon termination, our files pertaining to the engagement will be retained by ARS in accordance with our document retention policy, as amended from time to time. Subject to our obligations under applicable law, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.

If this agreement accurately reflects the scope, terms and conditions of your engagement with ARS, please sign the agreement and return the original countersigned agreement to me. Thank you for providing us the opportunity to work with you, and please do not hesitate to call me if you have any questions concerning any aspect of this agreement.

Very truly yours,

APPLETON, REISS & SKOREWICZ, PLLC

Michelle T. Reiss, Esquire
For the Firm

The undersigned accepts and agrees to the terms of this Legal Services Agreement on behalf of Client.

Signature: _____
Print Name: _____
Position: _____
Date: _____

Michelle Reiss

Michelle Reiss specializes in providing a broad array of legal services to condominium associations, homeowners associations, community development districts, special taxing distri other entities. Ms. Reiss advises clients on interpreting and enforcing governing documents and statutes and represents them in litigation and alternative dispute resolution in real e disputes, landlord/tenant matters, covenant and deed restriction enforcement, contract disputes, collection matters, and foreclosure and bankruptcy proceedings. Ms. Reiss is a me the Hillsborough Association of Women Lawyers and the Hillsborough County Bar Association. In addition, Ms. Reiss serves the community as a pro-bono attorney for Crossroads fc Kids. Ms. Reiss previously served on the Board of Directors for the Children's Home Society of Florida's Gulf Coast Division.

EDUCATION

University of Florida, JD, *cum laude*, 2006

Florida International University, MSW, 2001

Wake Forest University, B.A., *magna cum laude*, 1996

PROFESSIONAL & COMMUNITY AFFILIATIONS

Hillsborough Association of Women Lawyers

- 2015 – 2017, Director
- 2014 – 2015, FAWL Liaison
- 2013 – 2016, Co-Chair, Judicial Relations Committee
- 2012 – 2013 Chair, Legislative Committee

Florida Association of Women Lawyers

- 2014 – Member, Communications Committee

Crossroads for Florida Kids

- Pro bono attorney representing dependent and delinquent children

The Florida Bar, Member

Hillsborough County Bar Association, Member

American Bar Association, Member

Tampa Connection, Class of 2013-2014

HONORS & RECOGNITIONS

Recognized as a "Rising Star" by *Florida Super Lawyers* magazine

Named as Florida's "Legal Elite" by *Florida Trend* magazine

Constitutional Law: Fact or Factor: The Supreme Court Eliminates Sentencing Factors and the Federal Sentencing Guidelines, 57 Fla. L. Rev. 987 (2005)

What is merit retention and why do I care?, HAWL Journal (Sept. 2012)

PERSONAL

Ms. Reiss was born and raised in West Palm Beach, Florida and now lives in Tampa with her two children.

APPLETON, REISS & SKOREWICZ
ARSFLA.COM ATTORNEYS AT LAW

Our Practice Attorneys About Us Con

Eric Appleton

Eric Appleton is a founding partner and member of Appleton, Reiss & Skorewicz, PLLC.

Mr. Appleton has practiced association and real estate law in Florida, including litigation and transactional matters, since 1999. He has substantial experience representing real estat developers, office parks, commercial associations and residential condominium and homeowners' associations throughout Florida.

Mr. Appleton's law practice focuses on assisting association officers, directors and community managers with corporate operations, including litigation, arbitration, mediation and tra Mr. Appleton has represented real property owners, commercial associations and residential community associations in complex disputes with residents, tenants, lenders, insurance neighboring property owners, vendors and developers at mediation, arbitration and trial.

Mr. Appleton also has considerable experience with condominium terminations, collection and foreclosure litigation, as well as property damage and construction defect claims in Fl

In addition to having significant and well-known experience as a community association attorney in Florida, Mr. Appleton is certified by the Supreme Court of Florida as a Circuit Cou Appellate Court Mediator.

Mr. Appleton offers common interest community certification courses to board members and their management teams on a regular basis. Mr. Appleton also has frequently appear lecturer at various events sponsored by The Florida Bar, the Community Associations Institute, the Hillsborough County Bar Association and Lorman Education Services.

EDUCATION

University of Florida, J.D., 1998

*University of Florida Alumni Merit Scholarship Recipient

*Certified Legal Intern, Office of the State Attorney for the Thirteenth Judicial Circuit

University of Florida, B.S., 1995

*Anderson Scholar with Distinction. This award is the highest recognition for academic merit bestowed to undergraduate students enrolled in the College of Liberal Arts and Science University of Florida.

*Presidential Service Award. This award recognizes undergraduate students who dedicate themselves to promoting social justice, community awareness and civic engagement at th University of Florida and in the community.

PROFESSIONAL & COMMUNITY AFFILIATIONS

Florida Bar, Admitted 1999

- Condominium and Planned Development Law Committee
- Construction Law Committee

United States District Court, Middle District of Florida, Admitted 1999

American Bar Association

Hillsborough County Bar Association

- Real Property Probate and Trust Law Section, Co-Chairman, 2006-2009
- Hillsborough County Bar Association Leadership Institute, Member

Community Associations Institute, Suncoast Chapter

Certified Circuit Court and Appellate Mediator by the Florida Supreme Court

HONORS & RECOGNITIONS

Named to Florida's "Legal Elite" by Florida Trend Magazine

Recognized as a member of Florida's "Up & Coming Legal Elite" by Florida Trend Magazine

Recognized as a "Rising Star" by Florida Super Lawyers Magazine

Keith Skorewicz

Mr. Skorewicz is a founding partner of Appleton Reiss and Skorewicz, PLLC and has represented community associations throughout the state of Florida for over thirteen years. He a communities in all aspects of community association law, including covenant enforcement, covenant amendment, contract review and drafting, collections and foreclosures. He alsc associations on the statutory and documentary guidelines for the daily administration of their communities. Mr. Skorewicz has successfully briefed and argued landmark cases befor appellate courts in Florida on behalf of community associations.

Mr. Skorewicz also regularly represents landlords, and small businesses throughout the state of Florida.

Mr. Skorewicz regularly handles all aspects of appeals and, prior to joining Bush Ross, was a clerk for Judge Chris W. Altenbernd of the Second District Court of Appeal.

Mr. Skorewicz has successfully handled matters on behalf secured creditors and lessors including obtaining replevin of and negotiating the return of aircraft, flight simulators, constr agriculture equipment, antique coins and artifacts, and rare motor vehicles. Mr. Skorewicz assisted the Kingdom of Spain during five years of litigation successfully obtaining the retu and artifacts to Spain. Mr. Skorewicz prevailed in arbitration representing a large national lender regarding a complex secured transaction while avoiding multimillion dollar lender l claims. Mr. Skorewicz also regularly represents clients in the defense of warranty claims under state Lemon Laws and the Magnuson Moss Warranty Act.

PROFESSIONAL & COMMUNITY AFFILIATIONS

Mr. Skorewicz is an active member of The Florida Bar, and the Hillsborough County Bar Associations. He is also a member of the Business Law and Litigation sections, as well as the Commercial Finance and Secured Lending committees of the American Bar Association. He served as a law clerk for two years to the Honorable Chris W. Altenbernd, Chief Judge, Flc District Court of Appeal, Second District. While in law school, Mr. Skorewicz served as a law clerk for the Department of Justice in Washington, D.C. Mr. Skorewicz is an active membe Eckerd College Alumni Association, the Bridgton Academy Alumni Association, the Sigma Xi Scientific Research Society, and is a graduate of the Leadership Tampa Class of 2013.

HONORS & RECOGNITIONS

Recognized as a member of Florida's "Up & Coming Legal Elite" by *Florida Trend* magazine

Recognized as a "Rising Star" and later as a "*Super Lawyer*" by *Florida Super Lawyers* magazine

PERSONAL

Mr. Skorewicz was born in Mineola, New York and was raised in Rockville Center, New York and Lawrenceville, New Jersey.

SECTION VII

CONTRACT AGREEMENT

This Agreement made and entered into on Friday, December 07, 2018 by and between the Poinciana Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.

2. The parties herein agree that, for the 2019 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Poinciana Community Development District.

3. The term of this Agreement shall commence on January 1, 2019 and shall run until December 31, 2019, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.

4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.

5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, the Special District shall provide **proposed assessments no later than Friday, July 19, 2019**, for inclusion on the 2019 TRIM notice which is statutorily mailed within 55 days of July 1. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.

6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Friday, September 13, 2019**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2019 tax roll.

7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice. The Property Appraiser will require **payment on or before Friday, September 13, 2019** for processing within the Property Appraiser budget year (October 1st – September 30th).

8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.

9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of $5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED on the date first above written
By:

_____
Special District Representative

_____
Print name

_____
Title

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:

Marsha Faux

Marsha M. Faux, Property Appraiser

SECTION VIII

SECTION A

SECTION 1

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Board of Supervisors ("Board")
Poinciana Community Development District ("District")

FROM: Michael C. Eckert

RE: Budget Amendment

DATE: December 5, 2018

At the November 28, 2018 Board meeting, the Board requested our office prepare a memorandum explaining the non-routine tasks that our firm worked on during Fiscal Year 2017-2018. This memorandum does not address time spent on the amenity matter, as that is generally billed under a separate matter and reimbursed by the developer. It also does not address time spent on pond conveyance issues as that is also generally billed under a separate matter number and reimbursed by the developer. Finally, this memorandum does not address board meeting preparation and attendance, and other routine matters which occur every year. Instead, this memorandum addresses non-annually recurring tasks for which payment was made from the District's general fund.

The Fiscal Year 2017-2018 Budget ("Budget") was prepared by Severn Trent, the prior district manager, with limited input from our office. The Budget included $30,000 for attorney fees, which has been the same amount budgeted for the past ten years. The last time the attorney fee budget was adjusted was for the fiscal year beginning October 1, 2008. It should be noted that this budget likely should have been increased over the lifetime of the District, but the prior District manager did not implement increases in the budget and preferred instead to pay overages out of carry forward surplus. For context, please note the Poinciana West Community Development District ("PWCDD") budget for attorney fees has been set at $50,000. In general, the PWCDD requires less legal services than the PCDD for a variety of reasons.

Below is a list of special tasks for which we devoted substantial time over the past year.

1. District Manager RFP, Selection, Replacement, Payment Dispute, and other Transition Issues (Approximate Cost: $10,000-$12,000);
2. Supervisor Ethics and other Supervisor-Related Issues (Approximate Cost: $3,000);
3. District Engineer RFQ, Selection and Replacement;
4. Aerator Purchase and Implementation;
5. Auditor Selection (occurs every three years);
6. Election Issues (occurs every two years);
7. Boating Issues;

8. Golf Cart Issues;
9. New Supervisor (Land) Documentation and Orientation;
10. Preparation and Recording of the Second Amended Disclosure of Public Financing; and
11. ADA Compliance for the District's website and in the conduct of Board meetings.

Please note that your new District manager, GMS, has saved the District attorney fees because our office was historically required to perform tasks that Severn Trent was not performing. Should the Board refocus on just administering the storm water management facilities, the District should be able to function effectively with only 5-6 Board meetings per year. This change would save a significant amount of attorney fees, engineering fees, supervisor fees and legal advertisement expenses.

SECTION 2

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Board of Supervisors
Poinciana Community Development District ("District" or "PCDD")

FROM: Michael C. Eckert

RE: Public Records Requests

DATE: November 30, 2018

At the November 28, 2018 District Board of Supervisors ("Board") meeting, the Board requested that our office provide more information regarding the past public records request for which there is an outstanding payment balance as well as on the most recent public records request. This memorandum is in response to the Board's request.

District Rules of Procedure

Both the PCDD and Poinciana West Community Development District ("PWCDD," collectively with the PCDD, the "Districts") have adopted rules of procedure ("Rules") dealing with public record requests as is permitted under Florida law. One provision in Rule 1.2(4) is that the Districts impose a special service charge to the persons requesting records under certain circumstances. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of an individual who is qualified to perform the labor. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and refile the requested material. In cases where the District determines extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in the section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. After the request has been fulfilled, additional payments or credits may be due.

2016 Request

On November 16, 2016, an extremely voluminous public records request ("2016 Request") was served on the Districts. A copy of the 2016 Request is attached as Exhibit A. The request was served by the Bush Ross law firm on behalf of a group of residents. All appearances indicate that Brenda Taylor was a member of the group on whose behalf this public records request was served. Michelle Drab and Carter Anderson are employed as attorneys at the Bush Ross law firm and represent Brenda Taylor and others. Bush Ross, their attorneys and the group of residents described above are referred to herein as "Requestor."

A special service charge estimate of $1,555 was provided to the Requestor, along with a disclosure that this was only an estimate. The Requestor was informed that the final special service charge may be less than the estimate, in which case there would be a refund. The Requestor was also informed that the final special service charge may be more than the estimate, in which case additional monies would be owed. The Districts received the estimated special service charge payment from the Requestor and proceeded to compile the responsive documents. Once the responsive documents were compiled, the Districts informed the Requestor that the final special service charge was $3,948.50, which was heavily discounted. The Districts then provided the requested records and requested payment of the overage. The Requestor disputed the special service charge and refused to pay any of the amounts in excess of the estimate. The balance of $2,393.50 is still outstanding. The failure to pay the balance was discussed by the Boards in 2017.

Florida Law on Unpaid Special Service Charges

Florida case law provides that a local government need not respond to future public records requests by persons who have not paid amounts due for prior public records requests. This principle is set forth in the case of *Lozman v. City of Riviera Beach*, 995 So. 2d 444 (Fla. 4th DCA 2004).

2018 Request

On November 1, 2018 and November 2, 2018, the Requestor served two public records requests on the Districts (collectively, the "2018 Request"). The 2018 Request is attached hereto as Exhibit B. The 2018 Request was very broad and would include a potential review and production of thousands of pages of documents. In accordance with the Districts' Rules, the Districts provided special service charge estimates of $3,125.00 and $1,222.50, for each respective element of the 2018 Request. The Districts informed the Requestor that the past due balance would be required to be paid in addition to the current estimated special service charge before the Districts committed the resources to respond to the 2018 Request. The Requestor was also referred to the *Lozman* case as support for the Districts' position. Finally, the Districts provided to the Requestor copies of the Bond Financing Team Funding Agreement ("Funding Agreement"), all its amendments and the last version of the chart of expenses under the Funding

Agreement. These documents, which were sought in the 2018 Request, were provided at no charge to the Requestor.

The Requestor did not pay any additional funds to the Districts, renewed its objection to the special service charge for the 2016 Request, withdrew its prior requests, and made a narrower public records request seeking the following documents:

> *a) documents confirming that the CDDs have no obligation whatsoever to pay the funds advanced under the Bond Funding Agreement, if any such documents exist; and*
> *b) documents verifying that the developer will not receive any assessment credit for the close to $1.8 million funded under the Bond Funding Agreement; and*
> *c) documents addressing whether the CDDs will ever have to reimburse or refund or pay back funds advanced under the Bond Funding Agreement; and*
> *d) documents explaining the meaning of Section 3. Capitalization of the Bond Financing Team Funding Agreement? Particularly, the two separate referenced therein regarding the funds "shall be deemed paid in lieu of taxes or assessments."*

The Districts then evaluated the most recent request and responded with a special service charge estimate of $210, which was calculated as two hours of administrative time by the District Manager at $35 per hour and four hours of paralegal time at $35 per hour. Even though the most recent request was narrower than prior requests, a special service charge was estimated because responding to the most recent request would require extensive review of a voluminous amount of records to determine what responsive documents exist. The Requestor was informed that the past due balance as well as the estimated special service charge of $210 would be required to be paid before the Districts committed the resources to respond to the most recent request. No response has been provided by Requestor since the $210 estimated special service charge was conveyed.

There is no provision in the Rules for the Board to waive fees due under the Rules, which would essentially shift financial responsibility for responding to public records requests to the residents in general to benefit the Requestor. Certainly, the Board has the power to go through the process of changing the Rules to eliminate all charges for providing public records. The Board could also direct District staff to ignore the *Lozman* decision but this would be to the financial detriment of the District's residents and set an unintended precedent. These are business decisions for the Board. To be clear, legal counsel for the District does not recommend either action.

EXHIBIT A

BUSH|ROSS
ATTORNEYS AT LAW

1801 N. Highland Avenue
Tampa, Florida 33602
(813) 224-9255 [Phone]
(813) 223-9620 [Fax]
www.bushross.com

MICHELLE R. DRAB
mdrab@bushross.com
(813) 204-6498 [Direct Line]

Mailing Address:
Post Office Box 3913
Tampa, Florida 33601-3913

November 16, 2016

VIA E-MAIL ONLY
(MICHAELE@HGSLAW.COM)

Poinciana Community Development District and
Poinciana West Community Development District
c/o Michael C. Eckert, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

RE: Objection to Proposed Asset Sale and Purchase Agreement between Avatar Properties Inc. and Poinciana Community Development District and Demand for Access to Information and Public Records
Our File No.: 016727.0

Dear Poinciana West Community Development District & Poinciana Community Development District:

This law firm represents the Save Solivita Amenities Fund, Inc. ("Fund"). The Fund is comprised of owners within the Poinciana West Community Development District ("PWCDD") and the Poinciana Community Development District ("PCDD") (collectively PWCDD and PCDD are referred to herein as "Districts").

The Fund objects to the Districts' intent to purchase certain facilities ("Club Facilities") from the developer, Avatar Properties, Inc. ("Developer") and to fund the purchase by issuing substantial bonds for which the members of the Fund and other owners in the Districts will be obligated to pay assessments. To date, the Fund has not seen any independent documentation to support the proposed purchase price for the Club Facilities as set forth in the proposed Asset Sale and Purchase Agreement ("ASPA"). The ASPA, including the plan to construct additional recreational facilities ("Proposed Facilities"), appears to be heavily weighted in favor of the Developer with very little protection for the Districts and all of the owners who will be obligated to pay the extraordinary purchase price for the facilities.

The Supervisors of the Districts have a fiduciary duty to the owners in the Districts to obtain and provide adequate documentation of the proposed transaction and the benefit to the Districts. Before the Districts vote on the ASPA and obligate the Fund and all of the owners in

the Districts to substantial assessments for decades, the Fund demands the Districts to obtain and provide to all owners critical information regarding the proposed transaction including:

1. The basis for the proposed purchase price and whether the Districts obtained an appraised value of the Club Facilities as determined by a qualified, independent appraiser;

2. The cost of construction of the Club Facilities and the proposed cost of the Proposed Facilities;

3. The cost of the real property upon which the Club and Proposed Facilities were or will be constructed;

4. Whether an independent reserve study or other analysis of the condition of the Club Facilities has been obtained and if so, any needed repairs, maintenance issues, or defects;

5. The total amount of Capital Contributions paid to the Developer and the allocation of that amount;

6. The total amount of Club Membership Fees paid to the Developer and the allocation of that amount;

7. Whether all outstanding Club property taxes and other taxes have been paid;

8. The current Club Budget and whether an independent analysis of the budget for operation, maintenance, and repair of the Club Facilities has been performed, as well as a proposed budget for the Proposed Facilities;

9. The potential consequences if the Developer were to become insolvent and unable to pay assessments described in the APSA, including the possibility that the Districts could default on repayment of the bonds and what are the potential consequences of such a default;

10. Whether the proposed Project Management Fee to the Developer to oversee the construction and installation of the Planned Facilities is fair and equitable to the Districts;

11. The potential impact on the Club and Proposed Facilities by issuing 1000 Annual Passes to the Developer to distribute to Solivita Grande Residents at the Developer's discretion, where up to 10% may be assigned to homes of Solivita Grande Residents age 55 and over, including the potential impact on the Districts' designations as over-55 communities under the Florida or Federal Fair Housing Acts;

12. Whether the special assessment methodology was prepared and/or reviewed by an independent professional to determine whether the assessments allocated to and agreed to be paid by the Developer per the ASPA are fair and equitable;

13. Whether the Developer is responsible under the ASPA to pay Debt assessments as well O&M assessments for the Platted and Planned lots and the duration of the Developer's obligation; the potential impact on the owners and their assessment obligations if the Developer fails to complete construction on the Platted and Planned lots;

14. The requirement to assume the Management Agreement with Evergreen Lifestyles Management and whether the relevant provisions of the Management Agreement, including the term and termination, fees to the management company, duties and responsibilities of the management company are fair and equitable to the Districts; whether any reports on performance of the management company to date been prepared or provided to the Districts;

15. What recourse the Districts have against the Developer if any construction defects or issues arising from failure to maintain the Facilities are discovered after closing. Article 12 contains a very broad "as is" clause apparently disclaiming all warranties;

16. Whether the ASPA provide sufficient time (90 days) for inspection, analysis and due diligence related to Districts' acquisition of the Facilities given the size and complexity of the transaction;

17. Whether the limitation of liability in favor of the Developer in the amount of $10,500,000 is fair to the Districts and sufficient to compensate the Districts for any unknown liability;

18. Whether any other potential buyers of the Club Facilities have been identified or in contact with the Developer or the Districts;

19. Whether financing the acquisition of the Club Facilities is a proper purpose for issuance of the bonds.

The Fund further demands, pursuant to Fla. Stat. 119.07, the Districts to provide the following documents to the Fund:

1. All financial information and budgets related to the Club Facilities, Club Expenses and maintenance and operation of the Club;

2. All correspondence between the Developer and the Districts regarding the ASPA;

3. All records relating to maintenance and repair of the Club Facilities;

4. All records relating to the actual cost of construction of the Club Facilities and estimated cost of construction of the Proposed Facilities;

5. All records relating to the collection and disbursement, allocation, or use of Club Dues and Capital Contributions;

6. All correspondence with the Solivita Community Association, Inc. regarding the purchase and sale of the Club Facilities and the development and construction of the Proposed Facilities;

7. Any correspondence with or regarding any potential purchasers of the Club Facilities;

8. Any and all correspondence from any owners in the District regarding the purchase and sale of the Club Facilities;

9. All appraisals of the Club Facilities and any estimates of the value of the Proposed Facilities as constructed;

10. All reserve studies regarding the Club Facilities; and

11. All correspondence among the Supervisors of the Districts regarding the proposed purchase and sale of the Club Facilities, the ASPA, the construction of the Proposed Facilities, the issuance of bonds related to the ASPA and the construction of the Proposed Facilities, the purchase price and value of the Club Facilities, and the operation and maintenance of the Club Facilities and Proposed Facilities.

As time is of the essence, the Fund appreciates the Districts' prompt response to the above requests before the Districts take any further action on the proposed Asset Sale and Purchase Agreement. If you have any questions, please do not hesitate to contact me.

Sincerely,

Michelle R. Drab

Cc: Client

EXHIBIT B

Michael Eckert

From:	Carter Andersen <candersen@bushross.com>
Sent:	Thursday, November 01, 2018 6:35 PM
To:	Michael Eckert
Cc:	Harold D. Holder; Karen P. Salter
Subject:	Demand for Access to Information and Public Records
Attachments:	Pages from 6906297.pdf

VIA E-MAIL ONLY
(MICHAELE@HGSLAW.COM)

Poinciana Community Development District and
Poinciana West Community Development District
c/o Michael C. Eckert, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

RE: Demand for Access to Information and Public Records

Dear Poinciana West Community Development District & Poinciana Community Development District:

Please accept this public records request that you produce all documents in your possession, or in the possession of the Hopping Green & Sams, P.A., or in the possession of Poinciana West Community Development District ("PWCDD") or the Poinciana Community Development District ("PCDD") (collectively PWCDD and PCDD are referred to herein as "Districts") regarding the following:

1. Amendments or updates to the attached March 20, 2017 "Consultant Payment Per Funding Agreement" chart or other similar documents summarizing amounts funded to the Districts by AV Homes or Avatar Properties, Inc.

2. Amendments or updates to the attached Bond Financing Team Funding Agreement between the Poinciana Community Development District and Avatar Properties, Inc. or to any exhibits thereto.

3. Documents describing the total amount funded by AV Homes or Avatar Properties, Inc. under the attached Bond Financing Team Funding Agreement or other similar agreements, including but not limited to all documents summarizing amounts funded to the Districts by AV Homes or Avatar Properties, Inc.

4. Documents describing any amounts not funded by AV Homes or Avatar Properties, Inc. relating to the bond validation referenced in the attached Bond Financing Team Funding Agreement.

Please do not hesitate to contact me if you have any questions about this public records request.

Thank you.

Carter

J. Carter Andersen, Esq.
Bush Ross, P.A.
1801 North Highland Avenue
Tampa, Florida 33602-2656
(813) 224-9255 [Phone]
(813) 223-9620 [Fax]
(813) 204-6405 [Direct Line]
candersen@bushross.com
www.bushross.com
Mailing Address:
Post Office Box 3913
Tampa, Florida 33601-3913

BUSH|ROSS
ATTORNEYS AT LAW

EXHIBIT B

Michael Eckert

From:	George Flint <gflint@gmscfl.com>
Sent:	Friday, November 02, 2018 10:49 AM
To:	Michael Eckert; Lindsay Whelan; Bob Zim
Subject:	Fwd: Request for public records PCDD - Funding Agreement and all amendments

See below.

Begin forwarded message:

From: Stacie Vanderbilt <svanderbilt@gmscfl.com>
Subject: Fwd: Request for public records PCDD - Funding Agreement and all amendments
Date: November 2, 2018 at 10:22:07 AM EDT
To: George Flint <gflint@gmscfl.com>

FYI below.

Thanks,
Stacie

Begin forwarded message:

From: brenda taylor <brnt2001@gmail.com>
Subject: Request for public records PCDD - Funding Agreement and all amendments
Date: November 2, 2018 at 9:37:15 AM EDT
To: recordrequest@gmscfl.com

To Whom It May Concern

I am making a request for public records of the Poinciana CDD. In particular, I am requesting copies of any and all documents related to the initial Funding Agreement that was captioned Exhibit A in the amount of $593,000 as connected with the recent amenities purchase contract.

This includes, but is not limited to, any and all amendments to the funding agreement that show changes to the maximum funding amount as well as any and all charts/lists, etc. showing any and all payments funded.

This information can be emailed to me at BRNT2001@gmail.com, or sent US mail to me at 213 Davinci Pass, Kissimmee, Florida 34759. If you need to discuss this request, please contact me at 443-244-1193.

Thank you for your immediate attention to this request.

Brenda N. Taylor
Solivita resident

Stacie Vanderbilt
135 W. Central Blvd.
Suite 320
Orlando, FL 32801
407-841-5524
407-839-1526 - Fax
svanderbilt@gmscfl.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead. contact this office by phone or in writing.
History.—s. 1, ch. 2006-232.

George S. Flint
Vice-President
Governmental Management Services -
Central Florida, LLC
135 West Central BLVD, Suite 320
Orlando, Florida 32801
Tel: (407) 841-5524
Cell: (407) 242-0501
Fax: (407) 839-1526
email: gflint@gmscfl.com

SECTION C

SECTION 1

Poinciana
Community Development District

Summary of Check Register

November 20, 2018 to December 12, 2018

Fund	Date	Check No.'s		Amount
General Fund	11/26/18	2719	$	31,153.52
	11/27/18	2720-2723	$	21,986.89
	12/6/18	2724	$	7,743.15
	12/11/18	2725	$	216,089.88
			$	276,973.44
Payroll	**September 2018**			
	David Lane	50040	$	184.70
	Lerue Stellfox	50041	$	184.70
	Robert Zimbardi	50042	$	184.70
	William Land	50043	$	184.70
			$	738.80
	November 2018			
	Lita Epstein	50044	$	184.70
			$	184.70
			$	**277,896.94**

*** CHECK DATES 11/20/2018 - 12/12/2018 *** POINCIANA - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
11/26/18	00013	11/26/18	11262018	201811	300-20700-10000		*	31,153.52		
			FY19 DEBT SERVICE ASSESS							
						POINCIANA CDD C/O USBANK			31,153.52	002719
11/27/18	00009	11/15/18	2634	201811	320-53800-47000		*	8,616.66		
			AQUATIC SERVICES NOV18							
						CLARKE AQUATIC SERVICES, INC.			8,616.66	002720
11/27/18	00011	11/15/18	4680	201811	320-53800-47100		*	12,583.33		
			MOSQUITO MGMT SERV NOV18							
						CLARKE ENVIRONMENTAL MOSQUITO			12,583.33	002721
11/27/18	00002	11/27/18	103893	201810	310-51300-31500		*	453.50		
			GENERAL COUNSEL OCT18							
						HOPPING GREEN & SAMS			453.50	002722
11/27/18	00016	11/13/18	11132018	201811	310-51300-42000		*	333.40		
			POSTAGE - 2018							
						JOE G. TEDDER, TAX COLLECTOR			333.40	002723
12/06/18	00001	11/27/18	39	201809	320-53800-60000		*	2,490.00		
			2 AERATOR SYSTEMS INSTALL							
		12/01/18	40	201812	310-51300-34000		*	3,750.00		
			MANAGEMENT FEES-DEC18							
		12/01/18	40	201812	310-51300-35200		*	125.00		
			INFORMATION TECH-DEC18							
		12/01/18	40	201812	310-51300-31300		*	416.67		
			DISSEMINATION-DEC18							
		12/01/18	40	201812	310-51300-51000		*	17.77		
			OFFICE SUPPLIES							
		12/01/18	40	201812	310-51300-42000		*	4.23		
			POSTAGE							
		12/01/18	40	201812	310-51300-42500		*	101.40		
			COPIES							
		12/01/18	40	201812	310-51300-41000		*	4.75		
			TELEPHONE							
		12/01/18	41	201812	320-53800-12000		*	833.33		
			FIELD MANAGEMENT-DEC18							
						GOVERNMENTAL MANAGEMENT SERVICES-CF			7,743.15	002724
12/11/18	00013	12/11/18	12112018	201812	300-20700-10000		*	216,089.88		
			FY19 DEBT SERV SER2012A							
						POINCIANA CDD C/O USBANK			216,089.88	002725

TOTAL FOR BANK A 276,973.44

*** CHECK DATES 11/20/2018 - 12/12/2018 ***
POINCIANA - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
									TOTAL FOR REGISTER		276,973.44		

SECTION 2

Poinciana
Community Development District

Unaudited Financial Reporting
November 30, 2018

GMS
Governmental Management Services

Table of Contents

Poinciana

COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
November 30, 2018

	General Fund	Debt Service Fund	Totals 2019
ASSETS:			
CASH			
OPERATING ACCOUNT - SUNTRUST	$647,119	---	$647,119
MONEY MARKET ACCOUNT	$52,394	---	$52,394
CERTIFICATE OF DEPOSIT	$108,996	---	$108,996
INVESTMENTS			
SERIES 2012A-1 & A-2			
RESERVE A-1	---	$535,748	$535,748
RESERVE A-2	---	$322,618	$322,618
REVENUE	---	$574,219	$574,219
REDEMPTION A-1	---	$792	$792
REDEMPTION A-2	---	$4,203	$4,203
DUE FROM DEVELOPER	$123,551	---	$123,551
DUE FROM GENERAL FUND	---	$216,090	$216,090
TOTAL ASSETS	**$932,059**	**$1,653,669**	**$2,585,728**
LIABILITIES:			
ACCOUNTS PAYABLE	$117,035	---	$117,035
DUE TO DEBT SERVICE	$216,090	---	$216,090
FUND EQUITY:			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE 2012A-1 & A-2	---	$1,653,669	$1,653,669
OPERATING RESERVE	$155,224	---	$155,224
UNASSIGNED	$443,710	---	$443,710
TOTAL LIABILITIES & FUND EQUITY	**$932,059**	**$1,653,669**	**$2,585,728**

Poinciana

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending November 30, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/18	ACTUAL THRU 11/30/18	VARIANCE
REVENUES:				
ASSESSMENTS - TAX COLLECTOR	$465,755	$86,967	$86,967	$0
ASSESSMENTS - DIRECT BILLED	$58,281	$58,281	$58,281	$0
ASSESSMENTS - DEVELOPER	$96,604	$96,604	$96,604	$0
INTEREST	$3,500	$583	$456	($128)
TOTAL REVENUES	$624,140	$242,435	$242,308	($128)
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISOR FEES	$12,000	$2,000	$200	$1,800
FICA EXPENSE	$918	$153	$15	$138
ENGINEERING	$18,000	$3,000	$148	$2,853
ATTORNEY	$30,000	$5,000	$454	$4,547
ARBITRAGE	$450	$0	$0	$0
DISSEMINATION	$5,000	$833	$883	($50)
ANNUAL AUDIT	$3,590	$0	$0	$0
TRUSTEE FEES	$7,000	$7,000	$0	$7,000
ASSESSMENT ADMINISTRATION	$5,000	$5,000	$0	$5,000
MANAGEMENT FEES	$45,000	$7,500	$7,500	$0
INFORMATION TECHNOLOGY	$1,500	$250	$250	$0
TELEPHONE	$100	$17	$13	$4
POSTAGE	$2,400	$400	$466	($66)
PRINTING & BINDING	$2,700	$450	$145	$305
INSURANCE	$15,447	$15,447	$13,811	$1,636
LEGAL ADVERTISING	$3,500	$583	$0	$583
OTHER CURRENT CHARGES	$100	$17	$0	$17
OFFICE SUPPLIES	$300	$50	$1	$49
PROPERTY APPRAISER	$9,628	$0	$0	$0
DUES, LICENSES & SUBSCRIPTIONS	$175	$175	$175	$0
FIELD:				
FIELD MANAGEMENT	$10,000	$1,667	$1,667	$0
ELECTRIC	$2,000	$333	$177	$157
LANDSCAPE MAINTENANCE	$143,645	$23,941	$23,941	($0)
AQUATIC CONTROL MAINTENANCE	$98,000	$16,333	$17,233	($900)
AQUATIC MIDGE MANAGEMENT	$172,800	$28,800	$25,167	$3,633
R&M DRAINAGE	$3,000	$500	$0	$500
R&M MULCH	$4,500	$750	$0	$750
R&M PLANT REPLACEMENT	$4,060	$677	$0	$677
STORM STRUCTURES REPAIRS	$50,000	$8,333	$0	$8,333
CONTINGENCY	$10,000	$1,667	$0	$1,667
CAPITAL OUTLAY	$20,000	$3,333	$5,857	($2,524)
TOTAL EXPENDITURES	$680,813	$134,209	$98,102	$36,107
EXCESS REVENUES (EXPENDITURES)	($56,673)		$144,205	
FUND BALANCE - BEGINNING	$56,673		$299,505	
FUND BALANCE - ENDING	$0		$443,710	

Poinciana

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2012A-1 & A-2
DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending November 30, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/18	ACTUAL THRU 11/30/18	VARIANCE
REVENUES:				
ASSESSMENTS - TAX COLLECTOR	$1,404,442	$250,070	$250,070	$0
ASSESSMENTS - DIRECT BILLED	$313,990	$313,990	$313,990	$0
INTEREST	$0	$0	$752	$752
TOTAL REVENUES	$1,718,432	$564,061	$564,813	$752
EXPENDITURES:				
ADMINISTRATIVE				
PROPERTY APPRAISER	$28,380	$0	$0	$0
SERIES 2012A-1				
SPECIAL CALL - 11/1	$0	$0	$5,000	($5,000)
INTEREST - 11/1	$209,850	$209,850	$209,850	$0
PRINCIPAL - 05/1	$600,000	$0	$0	$0
INTEREST - 05/1	$209,850	$0	$0	$0
SERIES 2012A-2				
INTEREST - 11/1	$160,425	$160,425	$160,419	$6
PRINCIPAL - 05/1	$285,000	$0	$0	$0
INTEREST - 05/1	$160,425	$0	$0	$0
TOTAL EXPENDITURES	$1,653,930	$370,275	$375,269	($4,994)
EXCESS REVENUES (EXPENDITURES)	$64,502		$189,544	
FUND BALANCE - BEGINNING	$612,054		$1,464,125	
FUND BALANCE - ENDING	$676,556		$1,653,669	

Poinciana

Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX COLLECTOR	$0	$86,967	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$86,967
ASSESSMENTS - DIRECT BILLED	$0	$58,281	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$58,281
ASSESSMENTS - DEVELOPER	$0	$96,604	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$96,604
INTEREST	$192	$263	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$456
TOTAL REVENUES	$192	$242,116	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$242,308
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	$0	$200	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$200
FICA EXPENSE	$0	$15	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$15
ENGINEERING	$148	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$148
ATTORNEY	$454	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$454
ARBITRAGE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
DISSEMINATION	$467	$417	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$883
ANNUAL AUDIT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TRUSTEE FEES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
ASSESSMENT ADMINISTRATION	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MANAGEMENT FEES	$3,750	$3,750	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$7,500
INFORMATION TECHNOLOGY	$125	$125	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$250
TELEPHONE	$0	$13	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$13
POSTAGE	$98	$368	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$466
PRINTING & BINDING	$135	$11	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$145
INSURANCE	$13,811	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$13,811
LEGAL ADVERTISING	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER CURRENT CHARGES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OFFICE SUPPLIES	$1	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1
PROPERTY APPRAISER	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
DUES, LICENSES & SUBSCRIPTIONS	$175	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$175
FIELD:													
FIELD MANAGEMENT	$833	$833	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,667
ELECTRIC	$86	$91	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$177
LANDSCAPE MAINTENANCE	$11,970	$11,970	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$23,941
AQUATIC CONTROL MAINTENANCE	$8,617	$8,617	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$17,233
AQUATIC MIDGE MANAGEMENT	$12,583	$12,583	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$25,167
R&M DRAINAGE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
R&M MULCH	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
R&M PLANT REPLACEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
STORM STRUCTURES REPAIRS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CONTINGENCY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CAPITAL OUTLAY	$5,857	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,857
TOTAL EXPENDITURES	$59,109	$38,993	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$98,102
EXCESS REVENUES/(EXPENDITURES)	($58,917)	$203,122	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$144,205

Poinciana
COMMUNITY DEVELOPMENT DISTRICT

SPECIAL ASSESSMENTS FY2019 RECEIPTS

MAINTENANCE

GROSS ASSESSMENTS $ 499,824.26
CERTIFIED NET ASSESSMENTS $ 469,834.80
100%

DATE	CHECK NO	GROSS ASSESSMENTS RECEIVED	DISCOUNTS	COMMISSIONS PAID	INTEREST INCOME	NET ASSESSMENTS RECEIVED	GENERAL FUND
11/14/18	ACH	$ 907.08	$ 36.30	$ 17.42	$ -	$ 853.36	$ 853.36
11/20/18	ACH	$ 9,115.52	$ 453.33	$ 173.24	$ -	$ 8,488.95	$ 8,488.95
11/23/18	ACH	$ 11,187.32	$ 447.70	$ 214.79	$ -	$ 10,524.83	$ 10,524.83
11/30/18	ACH	$ 71,319.96	$ 2,850.71	$ 1,369.39	$ -	$ 67,099.86	$ 67,099.86
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
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		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL COLLECTED		$ 92,529.88	$ 3,788.04	$ 1,774.84	$ -	$ 86,967.00	$ 86,967.00
PERCENTAGE COLLECTED							19%

DEBT SERVICE

GROSS ASSESSMENTS $ 1,517,469.41
CERTIFIED NET ASSESSMENTS $ 1,426,421.25
100%

DATE	CHECK NO	GROSS ASSESSMENTS RECEIVED	DISCOUNTS	COMMISSIONS PAID	INTEREST INCOME	NET ASSESSMENTS RECEIVED	DEBT SERVICE FUND
11/14/18	ACH	$ 3,004.74	$ 120.18	$ 57.69	$ -	$ 2,826.87	$ 2,826.87
11/20/18	ACH	$ 26,524.56	$ 1,320.07	$ 504.09	$ -	$ 24,700.40	$ 24,700.40
11/23/18	ACH	$ 33,113.75	$ 1,324.44	$ 635.79	$ -	$ 31,153.52	$ 31,153.52
11/30/18	ACH	$ 203,421.54	$ 8,126.15	$ 3,905.91	$ -	$ 191,389.48	$ 191,389.48
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
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		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL COLLECTED		$ 266,064.59	$ 10,890.84	$ 5,103.48	$ -	$ 250,070.27	$ 250,070.27
PERCENTAGE COLLECTED							18%

DIRECT BILLED ASSESSMENTS

TAYLOR MORRISON $372,271.37 $58,281.12 $313,990.25

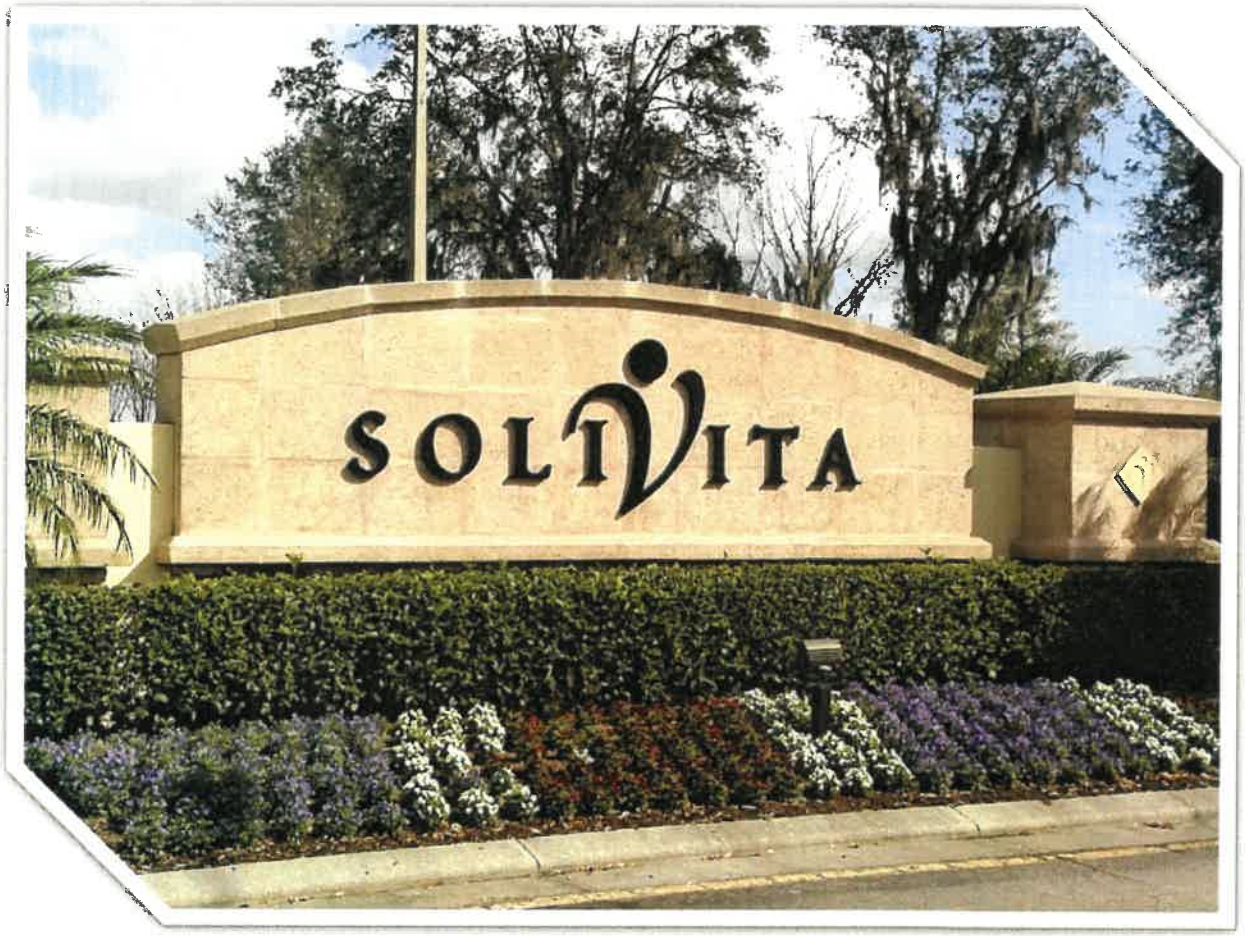
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	DEBT SERVICE
11/2/18	12/1/18	58234	$ 186,135.69	$ 186,135.69	$ 29,140.56	$ 156,995.13
11/2/18	2/1/19	58234	$ 93,067.84	$ 93,067.84	$ 14,570.28	$ 78,497.56
11/2/18	5/1/19	58234	$ 93,067.84	$ 93,067.84	$ 14,570.28	$ 78,497.56
			$ 372,271.37	$ 372,271.37	$ 58,281.12	$ 313,990.25

SECTION D

SECTION 1

Poinciana

Community Development District



December 19, 2018

Clayton Smith - Field Services Manager

GMS

Poinciana

Community Development District

Field Management Report

Decemeber 19, 2018

To: George Flint

District Manager

From: Clayton Smith

Field Services Manager

RE: Poinciana CDD – December 19, 2018

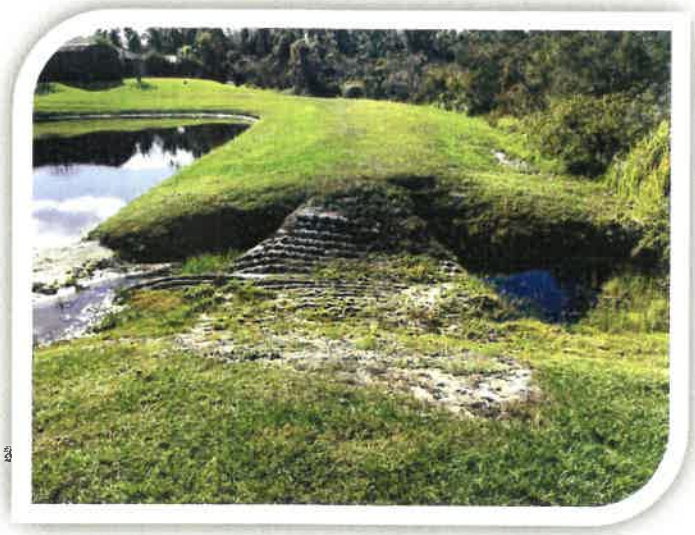
The following is a summary of items related to the field operations and management of the Poinciana Community Development District.

In Progress

Engineer's Report

- Many of the most urgent items have been assessed and will be priced to complete these action items.

- Water levels have dropped enough to allow access to the issues.
- All work is expected to be completed by the end of the dry season.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-913-2960, or by email at csmith@gmscfl.com Thank you.

Respectfully,

Clayton Smith

clarke

PCDD Monthly Midge Treatment Report
November 2018

Customer	Route	Start Date	End Date	Quantity	Unit	Chemical Used Quantity	Unit
PCDD ATV ULV	ATV-all ponds	11/1/18	11/1/18	2.5	mi	0.35	gal
PCDD TRUCK ULV	Venezia	11/5/18	11/5/18	2.4	mi	0.52	gal
PCDD TRUCK ULV	Bella Viana	11/5/18	11/5/18	2	mi	0.44	gal
PCDD TRUCK ULV	Lago Vista	11/5/18	11/5/18	0.4	mi	0.08	gal
PCDD TRUCK ULV	Monte Lena	11/5/18	11/5/18	0.8	mi	0.15	gal
PCDD TRUCK ULV	Rainbow Lakes	11/5/18	11/5/18	0.4	mi	0.11	gal
PCDD TRUCK ULV	Terra/Flora Vista	11/5/18	11/5/18	2.6	mi	0.57	gal
PCDD TRUCK ULV	Capri	11/5/18	11/5/18	0.8	mi	0.16	gal
PCDD TRUCK ULV	Portifino	11/5/18	11/5/18	1.1	mi	0.25	gal
PCDD TRUCK ULV	Venezia	11/12/18	11/12/18	2.4	mi	0.54	gal
PCDD TRUCK ULV	Bella Viana	11/12/18	11/12/18	2	mi	0.44	gal
PCDD TRUCK ULV	Lago Vista	11/12/18	11/12/18	0.4	mi	0.08	gal
PCDD TRUCK ULV	Monte Lena	11/12/18	11/12/18	0.8	mi	0.15	gal
PCDD TRUCK ULV	Rainbow Lakes	11/12/18	11/12/18	0.4	mi	0.11	gal
PCDD TRUCK ULV	Terra/Flora Vista	11/12/18	11/12/18	2.6	mi	0.58	gal
PCDD TRUCK ULV	Capri	11/12/18	11/12/18	0.8	mi	0.18	gal
PCDD TRUCK ULV	Portifino	11/12/18	11/12/18	1.2	mi	0.26	gal
PCDD ATV ULV	ATV-all ponds	11/15/18	11/15/18	8.2	mi	1.21	gal
PCDD TRUCK ULV	Venezia	11/19/18	11/19/18	2.4	mi	0.54	gal
PCDD TRUCK ULV	Bella Viana	11/19/18	11/19/18	2	mi	0.44	gal
PCDD TRUCK ULV	Lago Vista	11/19/18	11/19/18	0.4	mi	0.08	gal
PCDD TRUCK ULV	Monte Lena	11/19/18	11/19/18	0.8	mi	0.16	gal
PCDD TRUCK ULV	Rainbow Lakes	11/19/18	11/19/18	0.4	mi	0.11	gal
PCDD TRUCK ULV	Terra/Flora Vista	11/19/18	11/19/18	2.6	mi	0.58	gal
PCDD TRUCK ULV	Capri	11/19/18	11/19/18	0.8	mi	0.17	gal
PCDD TRUCK ULV	Portifino	11/19/18	11/19/18	1.2	mi	0.26	gal
PCDD ATV ULV	ATV-all ponds	11/21/18	11/21/18	8.2	mi	1.22	gal
PCDD TRUCK ULV	Venezia	11/26/18	11/26/18	2.5	mi	0.55	gal
PCDD TRUCK ULV	Bella Viana	11/26/18	11/26/18	2	mi	0.44	gal
PCDD TRUCK ULV	Lago Vista	11/26/18	11/26/18	0.4	mi	0.08	gal
PCDD TRUCK ULV	Monte Lena	11/26/18	11/26/18	0.8	mi	0.17	gal
PCDD TRUCK ULV	Rainbow Lakes	11/26/18	11/26/18	0.4	mi	0.11	gal
PCDD TRUCK ULV	Terra/Flora Vista	11/26/18	11/26/18	2.6	mi	0.58	gal
PCDD TRUCK ULV	Capri	11/26/18	11/26/18	0.8	mi	0.17	gal
PCDD TRUCK ULV	Portifino	11/26/18	11/26/18	1.2	mi	0.27	gal
PCDD ATV ULV	ATV-all ponds	11/29/18	11/29/18	6.4	mi	0.96	gal
Total For The Month				**67.70**	**mi**	**11.84**	**gal**

Abate 5% Pellets Larvicide Ponds	Start Date	End Date	sed Quantit	of Meas	Chemical Used Quantity	Unit of Measure
E3, Venezia Ponds (A9-A13)	11/1/18	11/1/18	32.5	ac	260	lb
E3	11/15/18	11/15/18	9.25	ac	74	lb
E3	11/29/18	11/29/18	8.5	ac	68	lb
Total For The Month			**50.25**	**ac**	**402.00**	**lb**

Abate 4E Larvicide Ponds	Start Date	End Date	sed Quantit	of Meas	Chemical Used Quantity	Unit of Measure
B1, E3	11/1/18	11/1/18	15.36	ac	23	oz
C10, E3	11/15/18	11/15/18	20.03	ac	30	oz
B1, C10, E3	11/29/18	11/29/18	24.67	ac	37	oz
Total For The Month			**60.06**	**ac**	**90.00**	**oz**

Poinciana Community Development District

Monthly Midge Treatment Report

November 1, 2018- November 30, 2018

Night Truck Spray

- 42.4 Miles were sprayed

ATV ULV Spray

- 25.3 Miles were sprayed

Backpack Pellet Larvicide

- 50.25 Acres were treated

Boat Larvicide Treatments

- 60.6 Acres were treated

PCDD Monthly Treatment Report

Date between : 11/1/2018 and 11/30/2018

Customer Site ID	Treatment Date	Condition/Weeds Treated
10-A	11/5/18	Shoreline Grasses
10-A	11/5/18	Pennywort
10-A	11/5/18	Alligator Weed
10-B	11/5/18	Shoreline Grasses
10-B	11/5/18	Alligator Weed
10-B	11/5/18	Pennywort
A-1	11/27/18	Clean
A-11	11/1/18	Alligator Weed
A-11	11/1/18	Pennywort
A-11	11/1/18	Shoreline Grasses
A-12	11/8/18	Planktonic
A-12	11/8/18	Shoreline Grasses
A-12	11/8/18	Pennywort
A-12	11/8/18	Crested Floating Heart
A-12	11/8/18	Primrose
A-12	11/8/18	Alligator Weed
A-13	11/20/18	Alligator Weed
A-13	11/20/18	Primrose
A-13	11/20/18	Clean
A-13	11/20/18	Planktonic
A-13	11/20/18	Shoreline Grasses
A-13	11/20/18	Pennywort
A-2	11/27/18	Clean
A-20	11/27/18	Clean
A-21	11/29/18	Azolla
A-21	11/29/18	Filamentous
A-22	11/29/18	Filamentous
A-3	11/1/18	Shoreline Grasses
A-3	11/1/18	Pennywort

A-3	11/1/18	Alligator Weed
A-4	11/1/18	Alligator Weed
A-4	11/1/18	Pennywort
A-4	11/1/18	Shoreline Grasses
A-5	11/1/18	Pennywort
A-5	11/1/18	Shoreline Grasses
A-5	11/1/18	Alligator Weed
A-6	11/5/18	Pennywort
A-6	11/5/18	Alligator Weed
A-6	11/5/18	Primrose
A-6	11/5/18	Shoreline Grasses
A-7	11/5/18	Shoreline Grasses
A-7	11/5/18	Alligator Weed
A-7	11/5/18	Pennywort
A-8	11/28/18	Filamentous
A-8	11/28/18	Spike Rush
A-9	11/5/18	Water Lettuce
A-9	11/5/18	Shoreline Grasses
A-9	11/5/18	Pennywort
A-9	11/5/18	Alligator Weed
B-1	11/27/18	Filamentous
B-1	11/27/18	Clean
B-11	11/5/18	Shoreline Grasses
B-11	11/5/18	Pennywort
B-11	11/5/18	Alligator Weed
B-15	11/5/18	Alligator Weed
B-15	11/5/18	Pennywort
B-15	11/5/18	Shoreline Grasses
B-16	11/5/18	Alligator Weed
B-16	11/5/18	Shoreline Grasses
B-16	11/5/18	Pennywort
B-6	11/27/18	Alligator Weed
B-6	11/27/18	Pennywort
B-6	11/27/18	Shoreline Grasses
C-1	11/27/18	Clean
C-10	11/28/18	Clean
C-10	11/28/18	Hydrilla
C-10	11/28/18	Filamentous
C-11	11/29/18	Duckweed
C-11	11/29/18	Filamentous
C-11	11/29/18	Shoreline Grasses
C-11	11/29/18	Alligator Weed
C-11	11/29/18	Pennywort
C-12	11/13/18	Clean
C-13	11/13/18	Alligator Weed
C-13	11/13/18	Shoreline Grasses
C-13	11/13/18	Pennywort
C-14	11/20/18	Clean
C-15	11/1/18	Alligator Weed
C-15	11/1/18	Pennywort
C-15	11/1/18	Shoreline Grasses
C-16	11/20/18	Clean
C-17	11/5/18	Alligator Weed
C-17	11/5/18	Shoreline Grasses
C-17	11/5/18	Pennywort
C-18	11/20/18	Clean
C-19	11/29/18	Salvinia
C-19	11/29/18	Pennywort
C-19	11/29/18	Shoreline Grasses

C-19	11/29/18	Alligator Weed
C-19	11/29/18	Filamentous
C-2	11/27/18	Clean
C-20	11/28/18	Alligator Weed
C-20	11/28/18	Duckweed
C-20	11/28/18	Shoreline Grasses
C-20	11/28/18	Filamentous
C-20	11/28/18	Pennywort
C-3	11/27/18	Clean
C-6	11/27/18	Filamentous
C-6	11/27/18	Clean
C-6B	11/27/18	Clean
C-6B	11/27/18	Filamentous
C-8	11/27/18	Clean
C-9	11/26/18	Clean
D-1	11/20/18	Clean
D-10	11/20/18	Shoreline Grasses
D-10	11/20/18	Alligator Weed
D-10	11/20/18	Pennywort
D-10	11/20/18	Clean
D-11	11/20/18	Clean
D-2	11/20/18	Clean
D-3	11/13/18	Clean
D-4	11/27/18	Clean
D-5	11/26/18	Clean

D-6	11/26/18	Clean
D-7	11/27/18	Clean
D-8	11/27/18	Clean
D-9	11/26/18	Clean
E-1	11/20/18	Alligator Weed
E-1	11/20/18	Pennywort
E-1	11/20/18	Shoreline Grasses
E-11	11/20/18	Shoreline Grasses
E-11	11/20/18	Alligator Weed
E-11	11/20/18	Pennywort
E-18	11/20/18	Shoreline Grasses
E-18	11/20/18	Pennywort
E-18	11/20/18	Alligator Weed
E-19	11/20/18	Pennywort
E-19	11/20/18	Shoreline Grasses
E-19	11/20/18	Alligator Weed
E-2	11/20/18	Alligator Weed
E-2	11/20/18	Pennywort
E-2	11/20/18	Shoreline Grasses
E-21	11/20/18	Shoreline Grasses
E-21	11/20/18	Pennywort
E-21	11/20/18	Alligator Weed
E-3	11/20/18	Planktonic
E-3	11/20/18	Pennywort
E-3	11/20/18	Shoreline Grasses
E-3	11/20/18	Alligator Weed
E-31	11/20/18	Shoreline Grasses
E-31	11/20/18	Pennywort
E-31	11/20/18	Alligator Weed
E-5	11/20/18	Alligator Weed
E-5	11/20/18	Shoreline Grasses
E-5	11/20/18	Pennywort
E-5	11/20/18	Primrose
E-6	11/20/18	Shoreline Grasses
E-6	11/20/18	Pennywort
E-6	11/20/18	Alligator Weed
E-8	11/20/18	Alligator Weed
E-8	11/20/18	Limnophila
E-8	11/20/18	Shoreline Grasses
E-8	11/20/18	Pennywort
F-7	11/27/18	Shoreline Grasses
F-7	11/27/18	Primrose
F-7	11/27/18	Pennywort
F-7	11/27/18	Alligator Weed
POND B-5	11/28/18	Pennywort
POND B-5	11/28/18	Shoreline Grasses
POND B-5	11/28/18	Alligator Weed

Poinciana Community Development District

Check List

Pond	Description	Status	Cost
Pond D-4	No skimmer. Check construction plans. Weir badly damaged. Debris on grate. As soon as possible.	Partial	$130.00
Pond E-31	Substantial shoreline erosion with exposed liner. Overgrowth around the overflow weir. Additional information needed. May need to be fixed as soon as possible.	Partial	$2215.00
Pond D-2	Shoreline erosion with exposed liner. Additional information needed. May need to be fixed as soon as possible.		
Pond E-15	Not part of CDD. Substantial shoreline erosion was noticed with exposed liner. Additional information needed. May need to be fixed as soon as possible.		
Pond A-5	Missing grate on control structure. Erosion around orifice. Can be fixed anytime.	Complete	$580.00
Pond E-1	Missing grate on control structure. Can be fixed anytime.	Complete	$635.00
Pond D-11	The skimmer was observed in disrepair and should be repaired for it to continue to work as designed. Some nuisance vegetation was observed in between the skimmer and control structure. As soon as possible.	Complete	Prior repair
Pond D-6	Erosion under western side of the weir. Further investigation is required to determine the extent of erosion under the concrete. May need to be fixed as soon		
Pond C-11	Cap missing from orifice. The weir structure has overgrown plants and grass. As soon as possible.		
Pond C-12	Stand pipe missing from orifice. Can be fixed anytime.		
Pond D-1	Stand pipe missing from orifice. Can be fixed anytime.		
Pond C-15	Control Structure orifice is damaged. Can be fixed anytime.		
Pond E-18	Silt deposition was observed in the swale accepting runoff from the residential area and golf course. The inflow pipe from the residential area needs to be repaired. Should be fixed as soon as possible. Preferably during dry season.		
Pond C-6A and C-6B	Erosion around MES for the connecting pipe between ponds. MES on east pond is starting to crack. MES on west pond needs to be replaced. PVC pipe from pump located in the tunnel crossing has been damaged and needs to be repaired. Anytime.	Complete	$1792.00
Pond B-1	Erosion around inflow MES. One MES needs to be replaced. Anytime.	Complete	$1802.00
Pond B-3	Minor erosion around MES. The area around one inflow pipe needs to be cleared and it is missing the MES. Another inflow pipe is also missing the MES. Anytime.		

Pond	Description	Status	Cost
Pond C-10	The corners of the skimmers need to be repaired. The spreader swale for one of the outfall weirs has overgrown grass and trees growing on it. As soon as possible.		
Pond C-17	Minor shoreline erosion. Skimmer needs repair. Weir has grass on it. Anytime.		
Pond B-5	Trash and debris covering grate. Inflow pipe is missing an MES. Anytime.	Complete	$260.00
Pond B-6	Debris and nuisance vegetation on top and around the control structure. Anytime.	Complete	$420.00
Pond C-9	Broken reclaimed water with ponding water. Anytime.		
Pond A-8	Severe erosion around two inflow pipes MES. Anytime. Dry season.		
Pond E-3	Minor shoreline erosion around inflow pipe MES. Anytime. Dry season.		
Pond A-7	Trash and debris covering grate. Anytime.		
Pond C-19	Minor shoreline erosion. Debris covering grate on control structure. Anytime.		
Pond E-6	Debris on top of the control structure. Anytime.		
Pond A-21	Erosion around inflow MES. One MES needs to be replaced. Anytime. Dry season.	Complete	$1664.00
Pond E-21	Minor shoreline erosion around inflow pipe MES. Anytime.		
Pond C-18	Nuisance vegetation between skimmer and control structure. Inflow pipe missing MES. Anytime. Dry season.		
Pond E-19	Minor shoreline erosion. Inflow pipes with no MES. Anytime. Dry season.		
Pond B-16	Erosion around inflow pipe MES.		
Pond A-20	Erosion around two inflow pipes MES. Anytime. Dry season.		
Pond A-1	Erosion around inflow MES. Exposed pipe. Inflow pipe missing MES. Anytime. Dry season.		
Pond A-6	Erosion around MES. Anytime. Dry season.		
Pond A-9	Erosion around inflow MES. Anytime. Dry season.		
Pond A-10a	Inflow pipe missing MES? Anytime. Dry season.		
Pond E-2	Erosion around two MES. Anytime. Dry season.		
Pond D-8	Minor shoreline erosion around inflow pipe MES. Anytime. Dry season.		

Pond	Description	Status	Cost
Pond D-9	Minor shoreline erosion around inflow pipe MES. Anytime. Dry season.		
Pond A-2	Minor shoreline erosion. Anytime. Dry season.		
Pond A-3	Minor shoreline erosion. Anytime. Dry season.		
Pond A-4	Minor shoreline erosion. Anytime. Dry season.		
Pond A-10b	Minor shoreline erosion. Anytime. Dry season.		
Pond A-11	Minor shoreline erosion. Anytime. Dry season.		
Pond A-12	Minor shoreline erosion. Anytime. Dry season.		
Pond A-13	Minor shoreline erosion. Anytime. Dry season.		
Pond A-22	Minor shoreline erosion. Anytime. Dry season.		
Pond B-11	Minor shoreline erosion. Anytime. Dry season.		
Pond A-12	Shoreline erosion. Anytime. Dry season.		
Pond B-12	Not part of CDD. No issues we noticed.		
Pond B-15	No Issues were noticed.		
Pond C-1	Minor shoreline erosion. Anytime. Dry season.		
Pond C-2	Pond geometry has changed. Request additional information.		
Pond C-8	Minor shoreline erosion. Anytime. Dry season.		
Pond C-13	Minor shoreline erosion. Anytime. Dry season.		
Pond C-16	Minor shoreline erosion. Anytime. Dry season.		
Pond C-20	Minor shoreline erosion. Anytime. Dry season.		
Pond C-14	No Issues were noticed. Anytime. Dry season.		
Pond D-3	Shoreline erosion. Anytime. Dry season.		
Pond D-5	Minor shoreline erosion. Minor algae growth. Anytime. Dry season.		
Pond D-10	Minor shoreline erosion. Anytime. Dry season.		
Pond E-5	Minor shoreline erosion. Anytime. Dry season.		
Pond E-8	No Issues were noticed.		
Pond D-7	No Issues were noticed.		
Pond F-5	Pond is part of new construction area.		
Pond F-7	No Issues were noticed.		

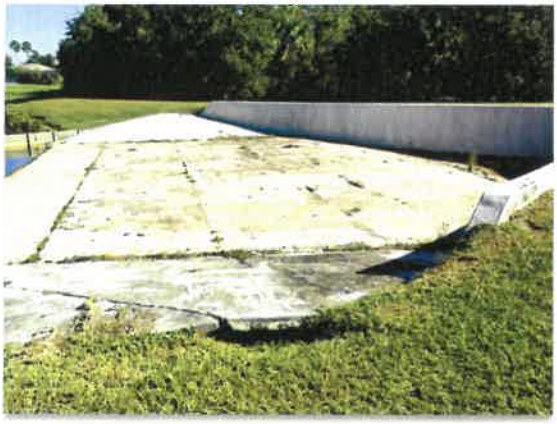
GMS

December 12,2018

Engineer's Report Summary

Pond D-6 Erosion Under Weir

Description: Repair one location of erosion under weir. Repair two locations of erosion on top of the drain culverts going into the wetlands.



District Costs	
TOTAL	

Pond E-31 Erosion Repair

Description: There are locations on the pond bank where the pond liner is exposed due to erosion. These areas will be backfilled and sodded.

District Costs	
TOTAL	

Pond C-11 Missing Cap

Description: Replace missing cap on drain orifice. Remove some vegetation on weir.

District Costs	
TOTAL	

Pond C-12 Stand Pipe

Description: Replace missing standpipe. Clear out area around orifice.

District Costs	
TOTAL	

Pond D-1 Stand Pipe Missing

Description: Replace Missing stand pipe.

District Costs	
TOTAL	

Pond B-3 Backfill Mitered End Section/Clean Pipe

Description: Mitered end section needs dug out then backfilled. The surrounding area will be sodded. The inflow pipe end needs cleaned out.

District Costs	
TOTAL	

Pond C-15 Stand Pipe Damaged

Description: Repair/replace damaged stand pipe.

District Costs	
TOTAL	

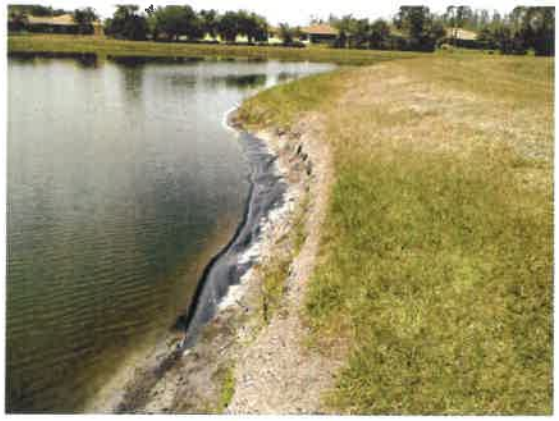
Pond E-18 Fix Inflow

Description: Fix damaged inflow pipe. Clear all culverts and swales of vegetation as needed.

District Costs	
TOTAL	

Pond D-2 Repair Pond Bank

Description: Backfill and sod pond bank where pond liner is exposed.



District Costs	
TOTAL	

Pond D-4 Storm water Outfall Structure Cleaning

Description: Repair/replace heavily damaged weir.

District Costs	
TOTAL	

December 12,2018

Pond C-10 Overgrown Weir/Skimmer Repair

Description: Repair damaged skimmer corners, clear overgrown weir.

District Costs	
TOTAL	

SECTION 2

Customer Complaint Log Poinciana CDD

Date	Resident	Address	Pond	Contact	Complaint	Assigned To	Resolution	Date Resolved
11/29/18	Richard Colway	117 Rialto Road	P-A 1213	863-496-0607	Fish Kill	Clayton Smith	Clayton, Clarke & Landscapers cleaned up dead fish	11/29/18
11/30/18	Jose Rosado	669 Grand Canal Drive	P-A 1213	407-927-1257	Fish Kill	Clayton Smith	Clayton, Clarke & Landscapers cleaned up dead fish	11/30/18
11/30/18	Ted Weiland		P-A 1213	919-414-0819	Fish Kill	Clayton Smith	Clayton, Clarke & Landscapers cleaned up dead fish	11/30/18
12/3/18	Terri Duval	561 Grand Canal Drive	P-A 1213	330-281-3929	Fish Kill	Clayton Smith	Clayton, Clarke & Landscapers cleaned up dead fish	12/3/18
12/3/18	Claude Chancey	177 Rialto Road	P-A 1213	407-288-7048	Fish Kill	Clayton Smith	Clayton, Clarke & Landscapers cleaned up dead fish	12/3/18
12/3/18	Jill Otis	907 Grand Canal Drive	P-A 1213	863-353-8971	Fish Kill	Clayton Smith	Clayton, Clarke & Landscapers cleaned up dead fish	12/3/18
12/3/18	Lou Lorenzi	233 Rialto Road	P-A 1213	513-314-0924	Fish Kill	Clayton Smith	Clayton, Clarke & Landscapers cleaned up dead fish	12/3/18
12/4/18	Terry Roderick	519 Palermo Blvd	A 21	863-512-3021	Algae on pond, water level low	Clayton Smith	Spoke with homeowner	12/5/18