

*Poinciana West
Community Development District*

Agenda Package

November 28, 2018

AGENDA

Poinciana West

Community Development District

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

November 21, 2018

**Board of Supervisors
Poinciana West Community
Development District**

Dear Board Members:

The Board of Supervisors of Poinciana West Community Development District will meet **Wednesday, November 28, 2018 at 12:30 PM 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. Organizational Matters
 - A. Administration of Oaths of Office to the Newly Elected Board Members
 - B. Election of Officers
 - C. Consideration of Resolution 2019-01 Electing Officers
5. Approval of Minutes of the August 15, 2018 Board of Supervisors Meeting and the Minutes of the September 5, 2018 Joint Meeting
6. Consideration of Agreement from Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2018
7. Consideration of Resolution 2019-02 Amending the Fiscal Year 2018 Budget
8. Ratification of Limited Engagement of Latham, Shuker, Eden & Beaudine, LLP Regarding the Real Estate Amenity Transaction
9. Discussion of Amenity Transaction
 - A. Presentation of Termination Letter of Asset Sale and Purchase Agreement
 - B. Presentation of Termination Letter of Bond Financing Team Funding Agreement
 - C. Consideration of Resolution 2019-03 Directing Termination of Bond Validation Case
 - D. Consideration of Resolution 2019-04 Terminating Amenity Debt Special Assessment Liens
 - E. Consideration of Termination of Interlocal Agreement Related to Amenity Transaction
 - F. Consideration of Termination of Agreement for Amenity Bond Financing Services with MBS Capital Markets, LLC
10. Staff Reports
 - A. Attorney
 - 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

11. Supervisor's Requests
12. General Audience Comments
13. Other Business
14. Next Meeting Date – December 19, 2018
15. 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 Organizational Matters. Section A is the administration of the Oaths of Office to the newly elected Board members. There is no back-up material. Section B is the election of officers and Section C is the consideration of Resolution 2019-01 electing officers. A copy of the Resolution is enclosed for your review.

The fifth order of business is the approval of minutes from the August 15, 2018 Board of Supervisors meeting and the September 5, 2018 joint meeting. Both minutes are enclosed for your review.

The sixth order of business is the consideration of agreement from Berger, Toombs, Elam, Gaines & Frank to provide auditing services for the Fiscal Year 2018. A copy of the agreement is enclosed for your review.

The seventh order of business is the consideration of Resolution 2019-02 amending the Fiscal Year 2018 budget. A copy of the Resolution and amended budget are enclosed for your review.

The eighth order of business is the ratification of the limited engagement of Latham, Shuker, Eden & Beaudine, LLP regarding the real estate amenity transaction. A copy of the executed letter is enclosed for your review.

The ninth order of business is the Discussion of the Amenity Transaction. Section A is the presentation of the termination letter of the Asset Sale and Purchase Agreement and Section B is the presentation of the termination letter for the Bond Financing Team Funding Agreement. Both letters are enclosed for your review. Section C is the consideration of Resolution 2019-03 directing the termination of the bond validation case and Section D is the consideration of Resolution 2019-04 terminating the amenity debt special assessment liens. Copies of both Resolutions are enclosed for your review. Section E is the consideration of the termination of the Interlocal agreement related to the amenity transaction. A copy of the agreement is enclosed for your review. Section F is the consideration of the termination of agreement for amenity bond financing services with MBS Capital Markets, LLC. This agreement was separately provided by District Counsel.

The tenth order of business is Staff Reports. 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,

A handwritten signature in black ink, appearing to read 'G. Flint', with a stylized flourish at the end.

George S. Flint
District Manager

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

Enclosures

SECTION IV

SECTION C

RESOLUTION 2019-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT
ELECTING THE OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Poinciana West Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT:**

Section 1. _____ is elected Chairperson.

Section 2. _____ is elected Vice-Chairperson.

Section 3. _____ is elected Secretary.

Section 4. _____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.

Section 5. _____ is elected Treasurer.

Section 6. _____ is elected Assistant Treasurer.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of November, 2018.

ATTEST:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MINUTES

MINUTES OF MEETING
POINCIANA WEST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Poinciana West Community Development District was held on Wednesday, August 15, 2018 at 12:30 p.m. in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Shirley Bzdweka	Assistant Secretary
Joseph Gecewicz	Assistant Secretary
Bill Brown	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Eckert	District Counsel
Kathy Leo	District Engineer
Vijaysimha Seelam	GAI Consultants
Alan Scheerer	Field Manager
Pete Deglomine	Clarke Environmental
Chris Reed	Clarke Environmental
Residents	

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

FIRST ORDER OF BUSINESS

Roll Call

Mr. Brown called the meeting to order and all Board Members introduced themselves. A quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment Period

Mr. Brown asked if there were any residents that had any comments on agenda items. A resident had a comment about the litigation update and suggested that a public hearing be

conducted at the next scheduled meeting and defer the votes until Taylor Morrison was able to provide further information. Mr. Brown thanked him for his comments and asked for additional comments.

Another resident made a comment about the budget hearing and asked how costs were divided up between the two Districts because Poinciana West costs more than Poinciana. Mr. Flint explained that the expenses are exclusive and that there aren't any shared costs between the two Districts and that the billing was separate between the two. He also explained that both Districts had separate contracts and had the choice of contracting with different vendors. The resident also questioned why the administration costs were higher than the O&M costs. Mr. Flint explained that the CDD is a governmental entity with fixed costs to operate the CDD itself, such as the management fee. He said that the administrative costs are workload driven because they bill hourly, expenses can increase and decrease from one year to the next. The resident then asked why the Poinciana and Poinciana West Boards couldn't be combined. Mr. Brown explained to him that they had a proposal to do that in the past, but there was an opposition to the Districts being unevenly dispersed (3 to 2, or 2 to 3) because of the limit of 5 seats on the Board. They tried it again and had a plan to change, but elections were coming and they could not tell someone that was elected that they couldn't sit on the Board. Mr. Brown did say that the idea could be revisited after the election. Mr. Flint also added that there was also a legal process to combine the Boards. The resident thanked Mr. Brown and Mr. Flint for their patience.

Another resident complained about the condition of the lakes with debris and substances floating at the bottom of the lakes and mentioned that she had complained in prior meetings, but that the issue was never fully resolved; she asked what would be done next. She contacted the companies responsible for maintaining the lakes individually, and they told her that there would be a cost involved with the cleaning, but she explained that something needed to be done. Mr. Brown told her that the issue was an agenda item that would be discussed later.

Mr. Brown closed the Public comment period, hearing no more comments.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the July 18, 2018 Meeting

Mr. Brown asked for any comments on the minutes from the July 18, 2018 meeting, and hearing none,

On MOTION by Ms. Bzdweka, seconded by Mr. Gecewicz, with all in favor, the Minutes of the July 18, 2018 Meeting, were approved, as presented.

FIFTH ORDER OF BUSINESS

Consideration of Proposal form Clarke for Aquatic Pond Maintenance

Mr. Flint explained that at a prior meeting, there was an authorization to terminate American Ecosystems as the lake maintenance contractor, and hire Clarke in replacement of that company. There was an agreement that Clarke would do it at the same cost as provided by American Ecosystems for 3 months, and then the agreement would convert to a month-to-month basis. Mr. Flint summarized that there were performance issues with the prior company and that was the reason for the termination and that one of the main issues was with the hydrilla treatments. He explained that there had been a slight spread of the hydrilla because they weren't applying it systematically. Mr. Flint also discussed that the agreement that Clarke has with Poinciana CDD includes a systemic hydrilla treatment. He then explained what was included in the agenda packet, which was a proposed revised contract with Clarke that included a more thorough scope as it pertained to the hydrilla. Mr. Flint introduced Pete Deglomine from Clarke to speak about the contract.

Mr. Deglomine addressed the Board and stated that Clarke put a proposal to treat the algae and the grasses within the lakes, and said that because of the Hydrilla, the algae would get tangled up in the roots of the hydrilla and continue to look bad for a long time before it dissipated. The new revised proposal would entail both the grasses, algae, and the submergent treatment for the ponds. He noted that Clarke had an outstanding submergent plan with the Poinciana CDD, and that one of the staff members' jobs is especially concentrated in hydrilla treatment, and that is where the submergent treatment came from that he was offering to the Board. Mr. Deglomine also stated that they were hoping to treat the water by October 1st because the longer it stayed like that, the worse it would continue to look. He pointed out that even though the plan was more expensive, their work would end up matching that price.

Mr. Brown said that the hydrilla issue has been a problem all over Florida and asked if Mr. Deglomine had ever heard of a lake bottom blanket concept to treat the lakes and said that he learned of the concept over the news. Mr. Deglomine was not aware of the concept, but that a lot of lakes are lined and he would look into this new concept.

Mr. Brown then asked about the irrigation of the ponds and the spraying of the systemic herbicides. He asked how many ponds were irrigated. Mr. Deglomine responded that they always have to ask that when they are treating ponds within a CDD or an HOA because so many people pump out of their ponds and irrigate the grass. He explained that there is a lot of coordination that takes place between Clarke and their contact people to make sure that ponds are not being irrigated if they are labeled as so. Mr. Brown asked if there were any within the CDD that were irrigated, and Mr. Deglomine said that he would have to check, but that he only thought that the main one was the one that was irrigated.

Mr. Brown also asked if they had a number of places that were fully treated where infestations were greater than 15% and spot treatment that was a 10%. Mr. Deglomine referred to Chris Reed with Clarke for that answer, and Mr. Reed responded that there were around 6 to 9 ponds that were at 15% or greater, and they would go in and do the systemic treatment in October, if possible, because that is when the hydrilla starts to become dormant. He also pointed out that the treatment will make the water look worse at first because of the decaying matter, but after the matter has decomposed, it would look much better within a few months.

Mr. Brown asked if there were any more questions, and Ms. Bzdweka wanted to point out that there has been a drastic change in the Poinciana side compared to the West side because the ponds in Poinciana look wonderful from treatment. Mr. Brown asked if Mr. Deglomine could address Mr. Sherman's concern about the debris.

A resident interrupted and said that she had been told that there is a fish that eats the debris underneath, and that they have been working at Universities on this particular study; she asked if there was any truth to that statement. Mr. Deglomine said that it was true and that the fish was called "grass carp," and referred to Mr. Reed for a more elaborate explanation.

Mr. Reed explained that the problem with the grass carp is that they are limited to so many per acre and the alligators would become an issue with reducing the number of fish by almost half. He also mentioned that you have to buy them from breeders so that they are sterile, and it is a whole process that wouldn't be worth much in the long run. The resident that mentioned the grass carp also asked when Clarke thought the treatment would start to work, and Mr. Reed said that it would be around 2 to 3 weeks before there would be a noticeable reduction in the amount of hydrilla. She asked if having the circle fountains made a difference at all, and

Mr. Reed said that it was more of an enhancement than a factor, but that with the plan in place everyone would be pleased in a short amount of time.

On MOTION by Ms. Bzdweka, seconded by Mr. Gecewicz, with all in favor, the Proposal from Clarke for Aquatic Pond Maintenance, was approved.

SIXTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2018-11 Adopting Fiscal Year 2019 Budget and Relating to the Annual Appropriations

B. Consideration of Resolution 2018-12 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Brown opened the public hearing and referred to Mr. Flint for the discussion. Mr. Flint announced the budget adoption resolution, stating that it would start on October 1, 2018. He explained that the budget does contemplate that there would be no increased cost in the per unit assessments for O&M, and that if there was one, there would have been a mailed notice as well as some other steps, so the Board was not proposing an increase. He mentioned that during the next year, there would need to be a re-evaluation of the increase, but that it would not be an issue for the current year because they were using carry forward surplus to balance the budget.

Mr. Gecewicz asked if they had taken into consideration the impact or possibility of impact of changing over to the Clarke contract. Mr. Flint responded that the 'Total Thru 9/30/18' amount listed in the budget for aquatic control maintenance was listed at \$42,430 based on the American Ecosystems contract, but it would remain essentially the same because of the month-to-month contract they have with Clarke until the additional treatment kicked in. That would increase the contracted amount by \$14,570, so the budgeted amount went up to \$57,000.

Mr. Brown asked if there was any upward pressure on the budget for the new attorney. Mr. Flint said that most of those expenses would be subject to the funding agreement with AV Homes. Mr. Gecewicz added that luckily, even though the increase in the contract amount took a good chunk out of the surplus, they were still in good standing. Mr. Flint agreed and said that there was about \$625,000 in fund balance. He stated that even by using the amount of the fund balance, there is still sufficient reserves. Mr. Brown asked what day the budget would be approved, and Mr. Flint responded that it was the current meeting, and said that the meeting on the 5th was an assessment hearing. He then referred to Mr. Eckert to address that topic.

Mr. Eckert explained that the meeting on September 5th relates to the amenity assessments, and that it is a reallocation of some of the assessments that were on undeveloped land. He also said that it would not affect any of the land within Poinciana West because all of their land was completely platted.

On MOTION by Ms. Bzdweka, seconded by Mr. Brown, with all in favor, the public hearing was opened.

Mr. Eckert clarified the fact that the purpose of this period was for public comment on both the budget and the corresponding special assessments that would fund the budget.

One resident asked if there was a place that the residents could look at the financials separate from the budget. He wanted to look at the reserve fund under accounts. Mr. Flint told him that he can find it online at poincianawestcdd.org in the agenda section.

On MOTION by Ms. Bzdweka, seconded by Mr. Gecewicz, with all in favor, the public hearing was closed.

On MOTION by Ms. Bzdweka, seconded by Mr. Gecewicz, with all in favor, the Resolution 2018-11 Adopting the Fiscal Year 2019 Budget relating to Annual Appropriations, was approved.

On MOTION by Ms. Bzdweka, seconded by Mr. Gecewicz, with all in favor, the Resolution 2018-12 Imposing Special Assessments and Certifying an Assessment Role, was approved.

SEVENTH ORDER OF BUSINESS

Discussion of Proposals for Amenity Real Estate Transaction Legal Services

Mr. Brown asked if someone could advise as to what went on at the previous Board Meeting. Mr. Flint summarized for the audience that the Board directed him to acquire proposals from law firms that would perform services related to the real estate transaction portion of the amenity acquisition. He received proposals from 4 law firms and one of them had a conflict because they were doing work for AV Homes, but he was told the other 3 law firms did not have any conflicts with either AV Homes or Taylor Morrison. He explained the letters of interest that were obtained from Burr Forman, LLP, Shutts & Bowen, LLP, and Latham, Shuker, Eden, & Beaudine, LLP. He told the audience that the list was narrowed down to Shutts & Bowen and

Latham, Shuker, Eden, & Beaudine and asked pending the Board's decision, that he contact them and ask them to be at the September 5th meeting. He said that, at a minimum, they could have both of the last 2 law firms there, but they could also have Burr Forman attend the meeting if requested.

Mr. Gecewicz asked if that was the type of topic that would be better addressed in a workshop or if they were in a situation where they could do everything in a regular meeting in order to decide. Mr. Flint responded that the only difference between a workshop and a regular meeting is that you can't vote in a workshop, but they look and act like a regular meeting. He said that it was still a public meeting, but since they would not be taking a vote, he didn't think that public comment solicited, but that he would defer to Mr. Eckert on that. He did not think that there was a benefit to putting the decision through a workshop. Mr. Gecewicz understood.

Mr. Brown asked for a recap on who would be representing Poinciana West and asked why it was narrowed down to 2. Mr. Flint responded that it was for purposes of coming to the September 5th meeting, and that it was for Shutts & Bowen and Latham, Shuker, Eden, and Beaudine. Mr. Brown was curious as to why Burr Forman put a comment in their proposal about their experience in low-income housing. He also wanted to mention that Shutts & Bowen did say that they do a lot of contracting and building type of work, which would come in very handy. He proposed that they refer to Poinciana to see what they do in these situations.

Mr. Gecewicz and Ms. Bzdweka both agreed that they should voice their opinions. Mr. Gecewicz also agreed with the conclusion that was drawn at the previous meeting in terms of inviting and interviewing the two different firms that they had it narrowed down to. He had no problem with the size of the firms, and he thought that the skill sets and experience were more important. Mr. Gecewicz wanted to participate in the process at the next meeting with the two remaining law firms.

Ms. Bzdweka stated that she agreed with Mr. Gecewicz. She said that she was leaning more towards Shutts & Bowen, but she would like them to come and present their proposals, even though she will not be at the next meeting.

Mr. Brown agreed. Mr. Flint then said that the direction would then be to go along with the Poinciana direction and invite representatives from Shutts & Bowen and Latham, Shuker, Eden & Beaudine to the September 5th meeting.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Attorney****i. Litigation Update**

Mr. Eckert explained that, in terms of the validation, which is the only litigation that the District is a party to, there are two current validation cases. The first one is over from the District's perspective. He did note that there is a hearing on August 20th regarding a dispute between AV Homes, Avatar, and Legal Counsel for the residents that opposed the validation and that there is a hearing to determine entitlement and amount to some sanctions. He explained that the District does not have an interest, so they are sitting on the sidelines waiting for that to play out, but it should have no impact on the District. He then said that the second hearing that is set is for October 23, 2018. He also noted that they did not have a trial date yet and that they were trying to get the earliest date possible. He asked if anyone had any questions on the litigation update.

Mr. Brown asked what the sanctions actually do, and Mr. Eckert responded that if AV Homes is pursuing an award of attorney's fees against counsel Taylor & Mann for sending multiple subpoenas and trying to get discovery from AV Homes, their attorney believes that they acted appropriately and that the judge did not find that they acted inappropriately, and that sanctions should be awarded. Mr. Eckert noted that it seemed like—based on the motions he saw in their file—that the dispute between AV Homes and Counsel for Taylor & Mann, in terms of entitlement to sanctions as well as the amount of sanctions. He said he had no comment and had no desire to get into it. He had one other issue that he wanted to bring to the Board's attention is that he was having a meeting on Friday with Jason Good, the District Engineer and District Manager regarding the pond conveyances because of ponds 19A and 19B that are yet to be conveyed to the District, and that they were waiting on some additional documentation from the developer before they would be able to formally accept the deed to those ponds. He explained that they had two people that were involved with conveyances who were either no longer with AV Homes or with the District, so they needed new people to be brought on board and that their goal would be to get that information by the fourth quarter of this year, and that the Board would formally take over the two ponds, therefore owning all of the ponds within Poinciana West CDD. Mr. Brown thanked him for his explanation.

B. Engineer

Ms. Leo left the meeting at this time, Mr. Seelam took over for Ms. Leo.

Mr. Seelam explained that he had been working with Ms. Leo on CDD projects, and that they did not have anything to add.

C. District Manager

i. Action Items List

Mr. Flint told the Board that, as noted, they completed the repairs on the storm water drains P3, 4, 5, and 6, and that the remaining repairs were anticipated to be done in July or August, but that there has been a delay due to the transitions in field management.

ii. Approval of the Check Register

Mr. Flint presented the check register for the month of July, totaling \$22,300.68, and showed the detailed summary was located behind it. He then asked for any questions on the check register.

Hearing none,

On MOTION by Ms. Bzdweka, seconded by Mr. Gecewicz, with all in favor, the Check Register for July, totaling \$22,300.68, was approved.

iii. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financial statements through July 31st and showed that for revenue, they collected \$292,000 of the on-roll assessments, and they certified \$291,000. He explained that the difference between the two was that they have to account for early payment discounts. He then went on to say that the interest earnings exceeded what their budget was, and that it tied back to the discussion on the healthy fund balance. He noted that the actual costs were \$251,000 on a prorated budget of \$243,000.

iv. Approval of Fiscal Year 2019 Meeting Schedule

Mr. Flint noted that Poinciana changed their meeting date from November 21st to the 28th because it is the day before Thanksgiving. He then went on to say that it was assumed that the monthly meetings are the third Wednesday of each month at 12:30 p.m. in the same location, and that if they wanted to, they could adopt a different schedule, or they could cancel that meeting. Mr. Brown asked if they still had the flexibility later on even though they announce the meetings, and Mr. Flint told him yes and to confirm with the Chairman 10 days before the meeting, and if

there are no business items pressing that would require a meeting, then they would typically authorize that it be cancelled. Mr. Brown said that he just wanted to make sure because Charlie is fiscally responsible for those meetings and he was not there during the discussion, so he would leave that decision to him and the rest of the Board.

Mr. Gecewicz asked Mr. Flint why there was no notice requirement for cancelling a meeting. Mr. Flint responded that Mr. Eckert can explain it, but they will update the website. Mr. Eckert responded that the only reason they actually have to notice the meetings in the newspaper is because of the Sunshine Law, which requires that you give an advance notice, but that there is no requirement for a notice of cancellation.

On MOTION by Ms. Bzdweka, seconded by Mr. Gecewicz, with all in favor, approval of Fiscal Year 2019 Meeting Schedule, with the November meeting moved to the 28th, was approved, as amended.

D. Field Manager

i. Field Manager's Report

Mr. Scheerer presented the Field Manager's Report for the last month, which was also included in the agenda packet. He noted that most of the discussion would be on the dry ponds because some of them turned to wet ponds and explained that he would meet with Clarke to put together a plan to take care of some of the growth that is in those ponds that would be normally mowed and come up with a long-term plan to maintain those during the next season and account for the rain season this year. He thanked the Board for their earlier actions for allowing Clarke to provide services for hydrilla treatment. He pointed out that in West, they had a number of issues when he first came on board, but that he has seen a tremendous improvement in the condition of the grasses and the algae, and letting Clarke treat the Hydrilla would only make it better. He asked if the Board had any questions about the field report, and Mr. Brown asked if there was anyone in the future that could document hydrilla in the ponds and which ponds are affected. Mr. Scheerer responded that they could, and that there is a monthly treatment report included in the agenda packet that is listed by pond, and what they are doing to the pond, etc., and he also said that the hydrilla treatment could be added to the Field Manager's Report as well. He said that they could also include pictures of the hydrilla as the treatment begins to take process.

ii. Customer Complaint Log

Mr. Flint presented the customer complaint log, which consisted of 3 complaints, and they were all related to algae in Ponds 20, 6, and 5, which have been treated by Clarke. He also said that the contractor came out and addressed the concerns of the residents. Mr. Scheerer explained that they get those calls in their office, and Clarke is included in the email that goes out, and that Mr. Reed does a great job at responding to those issues within 24 to 48 hours.

Mr. Gecewicz thanked the audience for the small amount of comments, because that meant the CDD was improving. He then asked why there were significant issues with midges in Poinciana, and not Poinciana West, and Mr. Scheerer said that he wasn't really able to educate him on the issue, but he referred to Mr. Reed to answer the question. Mr. Reed said that the best that he could come up with is that the midges like dirty ponds. He also pointed out that midges are not seen as a health risk, so the research and development of products for the treatment of it is not very substantial. He said that they have had ponds that they treated for years and were able to make the midges almost nonexistent, and then there were other ponds that were unfixable. Mr. Gecewicz asked if it was possibly due to age and something that they have to look forward to as the ponds continue to age, and Mr. Reed said he did not believe that was the case because they have had both older and newer ponds. Mr. Gecewicz asked if it should be something that they should factor into the budget this coming year, and Mr. Reed said he did not see the benefit of it because the midges randomly flare up.

NINTH ORDER OF BUSINESS

Supervisor's Request

Mr. Brown did have one comment about one of the resident's comments about the hold-off with Taylor Morrison. He stated that Taylor Morrison turns their amenities over at 92%, and that he thought they should go ahead with the sale because it keeps getting delayed and delayed. He also pointed out that they have a history of turning their assets over, and even if they took the low-ball number that the anti-people agreed to have \$20 million for the assets, they are not going to give it to us just because they're nice, and the stock brokers would be against giving away a valuable asset, and that is why he thinks they should go ahead with it instead of sitting on it.

Ms. Bzdweka agreed with Mr. Brown about not delaying. Mr. Gecewicz commented that, if he understood, one of the issues was spending money, and the cost of going forward is in the agreement between the CDD and AV Homes, and it is a reimbursement type process. He said if the deal does fall apart, AV Homes would take the brunt of the cost, and as far as waiting to see

what Taylor Morrison has to say, they can't come out and say anything prior to closing because that would be inappropriate. He added that however, they have recently witnessed AV Homes' attorney appearing and also put out in writing AV's position going forward, and he could not imagine that the purchaser would allow the seller to put that out in writing without them knowing about it and agreeing to it ahead of time. He also said that was done after the Taylor Morrison and AV Homes agreement was signed, so he thought they did have a message from Taylor Morrison, but he interpreted that in a matter that gives him comfort in also recommending that they go forward.

TENTH ORDER OF BUSINESS

General Audience Comments

A resident residing at 658 Irvine Ranch Road asked if the September 5th meeting would be a combined Board meeting, and Ms. Bzdweka answered yes. The resident then suggested that the Board consider utilizing the Solivita HOA email system for notice of meeting cancellations, and that Mr. Flint would have to notify the communications coordinator of the Solivita HOA, and she would put one out for everyone. Mr. Brown thanked her for her comment.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Next Meeting Date – September 5, 2018 @ 11:00 A.M.

Mr. Brown noted that the next meeting date is September 5, 2018, and then adjourned the meeting.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Bzdweka, seconded by and Mr. Gecewicz, with all in favor, the meeting was adjourned at 1:51 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF THE JOINT MEETING
OF THE POINCIANA & POINCIANA WEST
COMMUNITY DEVELOPMENT DISTRICTS

The joint meeting of the Boards of Supervisors of the Poinciana Community Development District and Poinciana West Community Development District was held on Wednesday, September 5, 2018 at 11:00 a.m. in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum of the Poinciana CDD Board were:

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

Present and constituting a quorum of the Poinciana West CDD Board were:

Charles Case, III	Chairman
Leonard Vento	Vice Chairman
Bill Brown	Assistant Secretary
Joseph Gecewicz	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Eckert	District Counsel
Kathy Leo	District Engineer
Alan Scheerer	Field Manager
Brian Brunhofer	Taylor Morrison, Division President
Pete Deglomine	Clarke Environmental
Clayton Smith	GMS
Several Residents	

The following is a summary of the discussions and actions taken at the September 5, 2018 Joint Meeting of the Poinciana CDD and the Poinciana West CDD Boards of Supervisors.

FIRST ORDER OF BUSINESS

Roll Call

A. Poinciana CDD

Mr. Zimbardi called the Poinciana CDD meeting to order. Board Members introduced themselves and a quorum was established.

B. Poinciana West CDD

Mr. Case called the Poinciana West CDD meeting to order. Board Members introduced themselves and a quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment Period on Agenda Items

Mr. Brunhofer, the Division President of Taylor Morrison, introduced himself and explained where they were at in the merger acquisition of AV Homes. Mr. Brunhofer stated that because they are two public companies, they are limited with the amount of information they can share. Mr. Brunhofer stated they were on track to close the merger transaction between the two companies in the early fourth quarter, which would be early October. Mr. Brunhofer added that they would spend time with all the residents to talk through everything and make sure everyone understands what is going on moving forward. Mr. Brunhofer stated that they are at the meeting to listen to everyone, but they will likely not be able to respond. Mr. Brunhofer noted that it is important to hear the questions that come up during this meeting.

Mr. Zimbardi stated that residents could come to the microphone and state which item on the agenda they would like to comment on. A resident stated that after hearing from the representative from Taylor Morrison, he respectfully requested that the Board consider postponing the agenda and the matters before the Board today. The resident suggested having the closure of Taylor Morrison and AV Homes before they move forward with spending more money in attorney's fees or other fees to protect the residents. He stated the Board should know Taylor Morrisons plans before moving forward with anything.

Another resident stated that she submitted questions to the Board as she was instructed to do at the prior meeting. A Supervisor interrupted her and stated that this public comment period is only for agenda items and there would be a general audience comment period at the end of the meeting. Another resident addressed the first resident, and suggest that the Board keep the meeting in session and follow the agenda because it is important for Taylor Morrison to understand how the residents feel today.

A resident stated that he is very much against the sale, and he wanted to know who at the meeting bought a house without having any idea what the market value was. He also asked who had paid three times the price of their house. The resident suggested stopping litigation until Taylor Morrison takes over.

Another resident stated that the Board was breaching their fiduciary responsibility to the community. She stated that they believed it was better to put the community in debt for 95 million dollars while increasing their tax bill. She stated there is a lawsuit claiming illegal collection of these fees from AV Homes. She asked why they would not wait to see what the outcome of the lawsuit is.

A resident asked about the dues, she questioned if everyone pays the same dues. She questioned when the amenities are sold, would everyone pay the same dues or would others be paying more. The resident asked the Board why they did not use a commercial appraiser.

The Board reminded residents that this public comment period was for agenda items only, then stated there will be a general audience comment period at the end of the meeting where residents could speak about anything.

A resident thanked Taylor Morrison for attending the meeting.

Another resident questioned item 7 on the agenda, the asset sale and purchase agreement. The resident asked what the current situation was regarding that.

Mr. Flint stated the date for the asset sale and purchase agreement is October 1, 2018.

A resident stated that she had a question about items 7 and 8. She instead asked what the Board was elected to do.

A Board Member stated that there is a point in the agenda where the Supervisors can comment, and he would be delighted to answer the resident's question at that point. The Board Member noted that most of the questions asked have already been answered fairly clearly in a Q&A on the website.

A resident stated that she was for the takeover of the amenities and the Board thanked the resident for her opinion and time.

A resident asked for a moment of silence for the late senator John McCain. The Board thanked the resident for his service and asked the Board to honor a moment of silence.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the July 9, 2018 Joint Meeting

A. Poinciana CDD

Mr. Zimbardi asked for any comments, corrections, or additions to the minutes of the July 9, 2018 meeting. There being none,

On MOTION by Mr. Lane, seconded by Mr. Stellfox, with all in favor on behalf of the Poinciana CDD, the Minutes of the July 9, 2018 Joint Meeting, were approved, as presented.

B. Poinciana West CDD

Mr. Case asked for any comments, corrections, or additions to the minutes of the July 9, 2018 meeting. There being none,

On MOTION by Mr. Brown, seconded by Mr. Gecewicz, with all in favor on behalf of the Poinciana West CDD, the Minutes of the July 9, 2018 Joint Meeting, were approved, as presented.

FIFTH ORDER OF BUSINESS**Public Hearing on First Amendment to the Master Methodology Regarding Undeveloped Land in Poinciana CDD****A. Presentation of First Amendment to Master Methodology Regarding Undeveloped Land in Poinciana CDD**

Mr. Eckert explained the amendment to the methodology that was adopted on December 13, 2017. He noted that the amendment does not change the assessment levels on residential lots, it corrects some parcel ID numbers from the undeveloped land that was owned by Avatar. Mr. Eckert stated it also recognizes that there have been 122 additional lots that have been platted, and should be folded into the methodology. Mr. Eckert introduced Kevin Plenzler from Fishkind & Associates who was there to outline the first amendment to the methodology. Mr. Eckert stressed that the result of the assessment hearing today would have no increase on residential lots above and beyond what was approved by the Board in December 2017. Mr. Eckert wanted to clarify that all residential lots would remain the same in terms of their annual and maximum debt assessments which would only be certified for collection if the Boards proceeded to close on the amenity transaction. Mr. Eckert stated the Boards were trying to set up flexibility so they could close on a transaction in the future if they wanted to, and that's all a bond validation does. Mr. Eckert summarized the funding agreement for the Board, and noted that some of that will be

reimbursed out of the bond proceeds if different conditions are met. Mr. Eckert stated it is a lien, but it is an inactive lien in that it wouldn't actually certify for anything for collection until you needed to purchase the amenities. Mr. Eckert reminded the Board on July 18, 2018, the Poinciana CDD adopted Resolution 2018-11 declaring certain assessments should be reallocated. Mr. Eckert noted that on the same day Poinciana West adopted Resolution 2018-09 which declared the intent to agree with the allocation of assessments. He noted after they adopted those resolutions they also adopted a preliminary first amendment to the Master Methodology. He stated no material changes have been made.

B. Poinciana CDD

On MOTION by Mr. Brown, seconded by Mr. Vento, with all in favor on behalf of the Poinciana CDD, the Public Hearing was opened.

On MOTION by Mr. Brown, seconded by Mr. Vento, with all in favor on behalf of the Poinciana West CDD, the Public Hearing was opened.

Mr. Eckert explained that in conclusion of this process, both Boards will be asked to adopt resolutions, and there are attachments to those resolutions. Mr. Eckert stated attachment 'A' is the Engineer's Report dated December 13, 2017 which was previously approved. Attachment 'B' is the Master Assessment Methodology which you already approved in December. Exhibit 'C' is the First Amendment to the Master Methodology which Mr. Plenzler is going to present today. Mr. Eckert requested at this time for Mr. Plenzler come to the podium and present the first amendment and answer any questions the Board has on the first amendment.

Mr. Plenzler presented the First Amendment to the Master Methodology regarding undeveloped lands in Poinciana. He noted this amendment simply makes amendments to the true-up calculations associated with the Master Methodology you originally approved. He noted since they approved that document, a lot has happened. Mr. Plenzler stated Parcel 5A has 122 platted lots. He stated they updated the parcel identification numbers, as there had been some changes which often happens with the Property Appraiser. Mr. Plenzler added there were two parcel ID's that had incorrect acreage, which they updated. He noted all the calculations were updated to reflect how the development is currently laid out today. Mr. Plenzler noted this did

not affect Poinciana West, as all their lots have been platted. He stated it also did not impact developed or platted lots in Poinciana and their assessment levels. Mr. Plenzler addressed the changes to document 'Y', a text edit change to the date from 2019 to 2017, and a reference to the net acres of development in the assessment roll. He noted those were the only changes from the July document to today. Mr. Plenzler asked for questions from the Boards.

Mr. Zimbardi asked about table six on page three, specifically the difference between the current table and the original table. Mr. Zimbardi asked if the difference is that Section 5a was removed, to which Mr. Plenzler replied yes, as well as some additional edits with respect to the net acreage of the development.

Mr. Land asked if this impacted the total number of lots in the plans, to which Mr. Plenzler answered those would stay the same.

Mr. Zimbardi asked if the phases listed on page three as 'anticipated lot count' were not platted yet, which Mr. Plenzler answered that was correct and no lots were platted. Mr. Zimbardi asked as they are platted would there be official amendments to this document, Mr. Plenzler answered no. Mr. Plenzler explained that this was the true up calculation, so in the event a developer chooses to develop 700 lots instead of 711 they would have to pay the true up in respect to those 11 units. Mr. Eckert addressed Mr. Zimbardi and explained that when platting occurs normally it is usually self-executing, and handled at a staff level in terms of the allocation of assessments. Mr. Eckert noted because they had to go back and amend the Methodology anyway, it made sense to go ahead and update the unit counts for those along with the parcel ID numbers.

Mr. Eckert asked Mr. Plenzler if, in his professional opinion, did the lands subject to the amenity assessments as reallocated receive special benefits from the amenity improvement plan. Mr. Plenzler answered yes.

Mr. Eckert asked, in Mr. Plenzler's professional opinion, would Mr. Plenzler continue to generally describe the special benefits to the assessed property, including the property subject to the reallocated assessments, to include at least the following:

- Ownership and control of the existing facilities and the programming used by the residents results in increased use and enjoyment of the benefitted properties;

- Additional recreational facilities in the amount of an estimated 11.2 million the scope of which is to be determined by residents which results in increased use and enjoyment of the benefitted properties;
- The reduced need for personal recreational facilities and equipment which results in increased use and enjoyment of the benefitted properties;
- The reduced cost of ownership of the amenity facilities due to the District's exemptions from State sales tax, some local property taxes, and sovereign immunity limits on liability, which results in lower cost of operation of facilities and a decrease of assessment lien on the benefitted properties;
- The low cost taxes and financing available to the District which is not available to the club, results in lower capital costs and a decreased debt assessment lien on the benefitted properties;
- Elimination of club fees as a lien on the land within Solivita;
- The payoff of replaced club fees in thirty years compared to the payment of club fees in perpetuity under the club land which reduces the overall capital debt lien imposed on the benefitted properties;
- The fact that the CDD debt assessments are not subject to future increases as are current club fees, which reduces the overall capital debt lien imposed on the benefitted properties;
- The ability to refinance CDD debt assessments resulting in potential additional savings to residents which reduces the overall capital debt lien imposed on the benefitted properties;
- The developer's payment of CDD debt and O&M assessments on their land which reduces the need to assess benefitted properties to fund those amounts;
- The limitation of Solivita grand passes to non-residents which is currently not limited by the club plan, which results in increased use and enjoyment of benefitted properties and reduces the amount of O&M assessments to be levied on benefitted properties by limiting overcrowding and overuse, etc.;
- The amenity facilities are not subject to foreclosure as if they are privately owned and mortgaged, which ensures continual operation of facilities which protects property values within the community;

- The eventual resident ownership and operation of the sales administration building, which ensures the manner of which this facility will be utilized protecting property values within the community from a non-conforming use of the facility;
- Establishment of the Capital Reserve Fund without materially increasing the amounts paid, where no fund has currently been established which results in a reduced O&M assessment lien on the benefitted properties.

Mr. Plenzler, on an individual basis, agreed with each of the above statements.

Mr. Eckert asked Mr. Plenzler, in his professional opinion, would the special benefits the lands receive continue to be equal to or in excess of the amenity assessments thereon and reallocated, when allocated as set forth in the Master Methodology and the First Amendment to the Methodology. Mr. Plenzler answered yes.

Mr. Eckert asked were the amenity assessments as reallocated, and the specific reallocated assessments, reasonably apportioned among the lands subject to the assessments. Mr. Plenzler answered yes.

Mr. Eckert asked if it was reasonable, proper and just to assess the costs of the amenity improvement plan against the lands in the District in accordance with the Methodology as amended by the First Amendment which results in the amenity assessments set forth on the revised final assessment roll. Mr. Plenzler answered yes.

Mr. Eckert asked if it was in the District's best interest and the residents' best interest that the amenity assessments be paid and collected in accordance with the Master Methodology, the First Amendment, and the District's assessment resolutions. Mr. Plenzler answered yes.

Mr. Eckert asked the Board for any other questions or comments for Mr. Plenzler.

Mr. Eckert noted for the record that they received at least six written comments from five people, and those comments were provided to the Board. He stated two of those comments asked questions, answers were provided and/or the information they were requesting was provided.

i. Public Comment and Testimony

Mr. Eckert asked for public comment on the reallocation of the assessments on the undeveloped land.

Resident (Poinciana CDD): The resident stated that the CDD Board is elected, the residents of Solivita trust them to be fiscally responsible since it is ultimately their money that

they are spending. As such, each of them has a fiduciary responsibility to each Solivita homeowner. That fiduciary responsibility includes making fiscally responsible choices. Continuing to pay legal fees for items in preparation of a sale that might not go through, in the resident's opinion, is not fiscally responsible. Purchasing 15-year-old amenities without seeking a truly independent appraisal is not fiscally responsible. Accepting an offer to purchase those amenities for \$73 million was not a fiscally responsible choice. The resident stated, the funding program, if read correctly by the resident, requires them to repay AV Homes for those legal fees that are still being accrued by AV Homes even if the sale does not go through. The resident suggested that Mr. Eckert might be able to give a better explanation, because they did not hear anything about that. The resident stated the Board has another invisible choice to make, hold off of any further actions that might increase our legal fees until a court or Taylor Morrison decides they are going to move forward. Or you can continue to push the purchase through, instead of waiting until they have more information. Since there is a chance that the sale will not go through, the resident urged the Board to make fiscally responsible choices at this time. The resident stated that they have read that Taylor Morrison does not have club plans, and that they turn the amenities over to the HOA. The resident stated that the Solivita homeowners have a choice to make in November, and that they were confident the residents were going to make a fiscally responsible decision.

Mr. Anthony Baron (213 Treviso Drive) asked, and to correct him if he was wrong, were they talking about the platted and unplatted. He stated that he was one of the unfortunate 711 persons that moved into Solivita and found out his non-ad valorem taxes were double for debt compared to somebody who lives right across the street. He asked the Board to shed some light on that. He stated that he paid about \$800 because of what was done in 2012 with replatting and asked if that was going to happen again here. He stated that he heard them say the assessment wouldn't change, but there are ER units.

Mr. Eckert stated he did not follow the resident exactly, but in terms of the existing debt assessments that are out there, the Poinciana West debt assessment is higher than the Poinciana CDD debt assessment. He explained that those bonds were sold about seven years apart and there were different assessment levels that went into each community. Mr. Eckert noted he was not sure which community Mr. Baron lived in.

Mr. Baron stated he lives in Poinciana, but he pays double and that there are 711 people in the community that pay double.

Mr. Eckert noted that the O&M assessment on Poinciana CDD is exactly the same for every unit, unless somebody in the chain of title has paid down that debt assessment level as that would be the only way Mr. Baron would pay a different assessment level. Mr. Eckert added he was not sure if Mr. Baron was talking about ad valorem, he noted that is totally different.

Mr. Baron stated he was talking about non-ad valorem. He stated he pays \$800 and the people right across from him pay \$438.

Mr. Flint added that the question is probably not relevant to this public hearing, the question that is relevant to this public hearing is, is that going to happen here. The way it is currently contemplated is that all equally benefitting properties will pay the same Debt Service assessment. The only way that would change is if somewhere along the way someone chose to pay it off or prepay a portion of that and reduce it. It is initially levied equally among all benefitting properties. Mr. Flint added he would be happy to look at the particulars for the resident.

Mr. Baron noted it would be fair if everybody paid the same. He just wanted to make sure that wasn't going to happen here.

Another resident stated when they moved to the community in 2006, they were told that 30% of Solivita would remain undeveloped property. The resident asked how the platting of 122 new lots affect that percentage and in the future, would they be able to go ahead and develop the remaining undeveloped property?

Mr. Eckert noted that all he could say was the number of units that were originally planned and approved for Solivita had been reduced over the years. What that meant in terms of where those units go, he did not know as that is not the subject of the hearing today. Mr. Eckert suggested talking to AV Homes and asking them to look at a map. Mr. Eckert added that the CDD does not control where the development goes, and they do not have zoning or permitting approval to do that.

Mr. David Jorio (549 Tapatio Lane) stated he had a question for Mr. Plenzler. He noted that Mr. Plenzler answered yes to all of the questions he was asked, and appreciated that but, asked if Mr. Plenzler would have answered yes to the same questions if the price was \$50,000,000 lower.

Mr. Eckert stated that he thought that was an unfair question, because each one of those were a different special benefit that Mr. Plenzler acknowledged. Mr. Eckert added that some of the answers to the questions are yes, regardless of the price.

Mr. Jorio stated they already have the amenities and what they get in the future, nobody knows. The resident asked would they have the same benefits that they have today if they were to pay \$50,000,000 lower.

Mr. Eckert noted that again, two of the facilities that are included in the assessment process do not even exist and that is an impossible question to answer.

Mr. Jorio replied that it was not and added that it was quite simple, and that they would really like an answer. He asked to take those two off of the block, what they have standing right now, would that answer still be yes for \$50,000,000 less.

Mr. Plenzler stated that he could not answer the question in that regard. Mr. Eckert stated that they are presented as an assessment consultant with certain data information and they do an analysis and provide their opinions. If all those numbers change, he could not sit there right now and tell you an answer as that is not how this works.

Ms. Ayn Luther (267 New River Drive) asked the Board were they all initially appointed to control the water in the retention ponds and if so, how did they get to this position.

Mr. Flint noted that the questions that the resident brought up under the prior audience comment were not related to the public hearing that was being held at the time. He added that there is a general audience comments section at the end. He also noted that he wrote down the resident's questions, and that they would try to address those under that section. He noted that it is not really the subject of the public hearing, but they can try to address later on under general audience comments.

Ms. Luther (267 New River Drive) asked when they are selling the amenities, what did the road study show about how much extra money the residents are going to have to add to their HOA fees to repair and replace roads. She stated that some of their roads were in very bad shape.

Mr. Flint stated the that HOA is a separate entity that owns the roads, and the CDD is not proposing to acquire the roads. The roads would remain the HOA.

Mr. Don Smith stated that they asked Kevin several questions and, in those questions, they asked him in his professional opinion. He asked if they could explain Mr. Plenzler's

profession and what his experience is. Also, the appraisals were paid for by somebody so the resident did not know what their interests were and asked if the Board could also explain that.

Mr. Eckert explained that Kevin Plenzler works for Fishkind & Associates, and he had been retained solely as their assessment consultant. Mr. Eckert noted that Mr. Plenzler has looked at the improvements that they have been contemplating acquiring and constructing and figuring out how to fairly allocate the costs among the people who would be paying assessments.

Mr. Donald Ford (417 Treviso Drive) stated they had a question regarding the earlier presentation, where there was a list of a dozen or so benefits. He asked if he had missed something, or did they not discuss what the risks are. He added the Board should discuss the potential benefits and the potential risks. The resident voiced his concern that he was watching a process that points only to benefits and accepts those as the basis of a decision without regard to any potential risks.

Mr. Eckert explained the reason why they go through the benefits is because under Florida law, in order for a special assessment to be valid, there has to be a special benefit that the property receives. That special benefit needs to be fairly allocated among the properties that will be paying the assessments. That is the reason why there is a focus on benefits, because the Florida law says that you focus on benefits. Mr. Eckert explained that this Board, in the past, has talked about the risks of the transaction and the realities of running the amenities themselves instead of having a developer run the amenities. There have been discussions of the risks, but for purposes of an assessment hearing, by law they are required to focus on the benefits. Mr. Eckert stated that he appreciated the resident's comments, and that the Board was well aware of some of the risks that are associated with being the owner of the amenities.

Multiple Residents (in unison) asked what the risks are.

Mr. Eckert explained the risk would be that you have programming the community doesn't like, if a building burns down you have to rebuild, you have a limited political ability to raise additional funds for initial amenities when people want it. He added that those are all risks you are going to have to deal with. The risk could be that your O&M expenses go significantly higher, there could be a government regulation that causes your maintenance cost of, for instance, ponds to go significantly higher. He noted that there are a lot of different risks that this Board encounters on a monthly basis.

Mr. Ford asked if the Board could potentially make a list of those risks for the benefit of the folks making the decisions about going ahead with this or not.

Mr. Eckert answered that George and himself could tell them from working with many Districts, the federal government can pass a regulation saying the community has to comply with something within 30 days and the manufacturer doesn't make the product for a year. Mr. Eckert explained that situation happened in recent years with pool filters and hair getting caught in them, a product wasn't made to fix that for multiple months later and pools across the State of Florida were shut down until they were in compliance.

Mr. Michael Luddy (101 Sevilla Court): The resident stated his question was concerning the current funding agreement between the Poinciana CDD and AV Homes. As he understands it, the agreement exempts the Poinciana West CDD. The resident explained in April 2016, the Poinciana CDD Board entered into and executed a funding agreement whereby AV Homes agrees to pay for the legal expenses for the amenities purchase. This agreement also states that the Poinciana CDD Board will or shall repay all expenses paid by AV Homes. They have agreed to three options for the repayment; the Board will issue bonds and use the bond money to pay AV Homes, if they fail to issue bonds within five years the developer shall be deemed paid in lieu of taxes or assessment, or the Board will issue a special assessment for all residents of the Poinciana CDD. The resident stated that he believes the expenses are in excess of \$1.5 million. He added that if you divide that out among the approximately 3,600 homes in Poinciana CDD, that would mean each of the residents already owe approximately \$416. He asked what the Poinciana CDD Board's understanding of this agreement was and what was the plan of the Poinciana CDD Board to pay for the legal and court expenses? He asked how much has the Board obligated the residents of the Poinciana CDD to pay AV Homes for fees as of today? The resident added he only has an approximate number, so if the Board has a better number he would love to hear it. The resident asked Mr. Eckert if he could give an assessment as to what he thinks, going forward for the bond validation and the court case, a ballpark figure is to cover that so the residents have an idea of the total legal fees would be for the proceeding. He also asked what the reason for the Poinciana West CDD not being included in the expense of this funding agreement was and why was it only the Poinciana CDD residents. He asked if the Board waits for the Taylor Morrison and AV Homes deal to close, will that require the Board to start over with the bond validation. He asked, after hearing Mr. Eckert state that the Board does not have to pay

back these legal fees, is there a new funding agreement or an additional amendment because in Section 11 under Capital, it clearly states it must be paid. He stated he would appreciate some clarity on that.

Mr. Eckert noted that this was the third meeting where the Board has dealt with the false narrative of what the funding agreement provides and added that he believed Mr. Luddy was at each one of those meetings where it was explained. Mr. Eckert stated if the bonds are not issued, there is no obligation for any resident to pay any assessments to reimburse those funds and asked the resident if he understood that.

Mr. Luddy replied if it was his statement that no resident has to pay, that is technically correct. The resident then added that what it says is the Board, the Poinciana CDD, shall pay out of the bond proceeds or AV Homes.

Mr. Eckert explained that is not what it says. He added that he was not trying to confuse Mr. Luddy by saying resident versus the District. If the bonds are never issued neither one of the Districts nor residents have any obligation to repay those monies. He asked the resident again if he understood that.

Mr. Luddy replied that he heard Mr. Eckert and asked where in the document does it say that. He stated again in Section 11, under Capital, it dictates the repayment of that loan. The resident asked if the document had been amended, or if there was a new document.

Mr. Eckert asked the resident if he knew the difference between paying in the past and paying in the future. Mr. Eckert added that the language in the agreement says shall be deemed paid in lieu of assessments, that this Board could have levied assessments over the last three years to pay these costs. Instead, Avatar said no, that they did not want the Board to levy assessments on people to pay these costs and that Avatar would go ahead and advance the money. If the bonds are never issued there is no obligation to repay because it will be deemed paid in lieu of taxes and assessments. Mr. Eckert stated that he has explained this at three different meetings and that the false narrative that is being advanced to scare people to think they have some liability for these legal fees that isn't paid through the bond proceeds, is completely false. Mr. Eckert added that he would be happy to sit down with Mr. Luddy and show him where it says paid in lieu of assessments.

Another resident stated that if the Board Members paid a lot less, they would not have to exercise the full bond that they could afford. The resident noted that they thought if they didn't

pay as much they would have a lot more borrowing power that they could use to make repairs in case something happened. The resident added, if they go through with the deal at this price, the Board is putting many of the residents on a fixed income in jeopardy of losing their homes. The resident added it is inevitable that something will happen and that instead of paying \$95 million they should pay them \$50 million. She stated they do not have to use the whole bond.

Mr. Zimbardi replied that he did not think there was anybody in the room that wouldn't like it for free, or for \$20 million. He stated he wished he had paid \$100,000 for his house, but they wouldn't sell it to him for that. He added that they have some market issues that they have to deal with. He stated again, nobody would disagree with the resident that they would like to pay less. He stated that is outside of what the Board is trying to discuss right now, which is a public hearing on this particular item.

A Resident added that the Board is not addressing the fact that they could be putting people out of their homes.

Mr. Eckert stated that they were too far off topic, in terms of the assessment hearing, and he hadn't heard one comment related to the item. He asked for anymore audience comments that relate to the assessment reallocation.

Ms. Patricia Schmid (772 San Raphael Street) asked if the Board was speaking on Section 5A.

Mr. Eckert replied yes, that is one of the areas involved.

Ms. Schmid asked what the geographic location of that is, and if it is near the driving range.

Mr. Eckert replied that they could provide that to the resident.

Mr. Zimbardi asked for any other comments.

On MOTION by Mr. Lane, seconded by Mr. Stellfox, with all in favor on behalf of the Poinciana CDD, the Public Hearing was closed.

On MOTION by Mr. Vento, seconded by Mr. Brown, with all in favor on behalf of the Poinciana West CDD, the Public Hearing was closed.

ii. Consideration of Resolution 2018-16 Adopting the First Amendment to the Master Methodology Regarding Undeveloped Land in Poinciana CDD

Mr. Eckert explained that at this time, they are sitting as an equalization Board. Based on the comments they heard, and their own individual thoughts, he asked were there any changes to the First Amendment to the Methodology Report that the Board wished to make as a result of those comments. Mr. Eckert asked that the record reflect that there are no changes suggested by the Board. Mr. Eckert stated he was going to briefly describe Resolution 2018-16. Section 1 sets forth the Board's authority to adopt the assessment resolution. Section 2 makes certain findings based on the steps taken as well as the evidence presented today. Section 3 confirms the authorization the acquisition, construction, and reconstruction amenity plan as set forth in the Engineer's Report. Section 4 confirms the estimated cost of the amenity improvement plan. Section 5 adopts the first amendment to the Master Methodology and equalizes, approves, confirms, and levies the reallocated amenity assessments. Section 6 provides the recording of the assessment notice in the public records with Polk County. The remaining sections are administrative in nature.

On MOTION by Mr. Zimbardi, seconded by Mr. Lane, with all in favor, on behalf of the Poinciana CDD, Resolution 2018-16 Adopting the First Amendment to the Master Methodology Regarding Undeveloped Land in Poinciana CDD, was approved.

C. Poinciana West CDD

i. Public Comment and Testimony

No further resident comments were offered.

ii. Consideration of Resolution 2018-13 Adopting the First Amendment to the Master Methodology Regarding Undeveloped Land in Poinciana CDD

Mr. Eckert stated that the Poinciana West resolution was slightly different because they were basically consenting to the amendment but it does not affect their land. Section 1 sets forth the Board's authority to adopt the resolution. Section 2 makes certain findings based on the steps taken as well as the evidence presented today. Section 3 confirms the authorization of the acquisition, construction, and reconstruction amenity plan as set forth in the Engineer's Report. Section 4 confirms the estimated cost of the amenity improvement plan. Section 5 adopts the first amendment to the Master Methodology and consents the Poinciana CDD's reallocation of the

amenity assessments. Section 6 provides the recording of the assessment notice in the public records with Polk County. The remaining sections are administrative in nature.

On MOTION by Mr. Brown, seconded by Mr. Vento, with all in favor, on behalf of the Poinciana West CDD, Resolution 2018-13 Adopting the First Amendment to the Master Methodology Regarding Undeveloped Land in Poinciana CDD, was approved.

At 12:23 p.m. the Board decided to take a five minute recess.

SIXTH ORDER OF BUSINESS

Presentations from Firms Regarding Amenity Real Estate Transaction Legal Services and Retention of Counsel

Mr. Flint explained that the Boards asked him to solicit letters of interest from different qualified law firms to deal with the real estate transaction services associated with the amenity transaction, and he reached out to four firms. He said that the primary qualifications were that the firms were familiar with Community Development Districts and that they had real estate transaction experience, and his second qualification was that there were no conflicts of interest seeing that they did not represent AV Homes or Taylor Morrison in any engagements. One of the firms did have a conflict with working for AV Homes, so they were not able to provide a letter of interest. Mr. Flint noted they did receive letters from Jan Carpenter with Latham, Shuker, Eden, and Beaudine, Scott Steady with Burr Forman, and Brian Jones with Shutts & Bowen. Mr. Flint summarized that at the last meeting, they eliminated Burr Forman and the Board asked that Latham, Shuker, Eden, and Beaudine, and Shutts & Bowen be present at the meeting to make a brief presentation and answer questions from the Board. He then stated that he contacted both Jan and Brian, and they both agreed that while the opposite party was presenting, they would step out of the room so that there is not issue. Mr. Flint then introduced Ms. Carpenter to come forward and present her piece.

Ms. Carpenter introduced herself to the Boards and the audience and shared her background with Community Development Districts and government services. She stated that her firm has answered contested assessment hearings and all kinds of foreclosures and issues that showed up along the way. She also pointed out that they had worked on issues with different entities on both the same side and opposite sides, so she understood what both Districts were going through. She said that their place in this transaction was a very good one because they

understood the CDD and the assessments and the issues that they are going through and getting through the process of making a decision. Ms. Carpenter then said the next step in the process would require someone who was experienced in CDDs and have the understanding to be able to close a transaction of this magnitude. She explained that there are a lot of particulars that went along with this transaction because it is very large and it includes inventory counts, receivables, and a number of other things. She pointed out that her other partner, Peter Latham, represented Universal Studios and has practiced for longer than she has and there is another younger attorney that has an expertise in the restaurant industry. So, between the three of them, with their expertise in complex closings that they have done in the past, they would be a great fit for these Districts. Ms. Carpenter made it known that she would be the lead person on the transaction to make sure the CDD parts were done, and then she would have the real estate division assist with the environmental, the inventory, prorations, and all of the things that go along with that. She then asked if the Boards had any questions for her, and Mr. Land asked if they would expect to see Ms. Carpenter at the Board Meetings going forward since she was the head of the transaction. Ms. Carpenter responded that she would come to meetings if it was requested by the Counsel or Mr. Flint and based on the agenda. He then asked who it would be that would represent them at the meetings, and Ms. Carpenter clarified that it would be herself and one other attorney that would attend.

Mr. Gecewicz asked if the firm had ever negotiated a deal such as this where the CDD was purchasing amenities, and Ms. Carpenter answered that she had not had one to this extent, but that in every CDD, they purchase amenities from a developer as they build them and construct them, and they had one where there was a golf course acquisition that they are trying to negotiate with the developer. She said it had not gotten to the point of a contract yet because they are in the earlier stages of the negotiation. She also gave examples of several different negotiations where they had been in the same situation.

Another Supervisor asked if she had been involved in the Lake Ashton CDD, and Ms. Carpenter answered that they had represented them in years prior, and that it was for several years that she was involved with both East and West. The Supervisor then asked if her firm had been involved in any CDDs where the residents of the community have been divided on any particular issues, and she responded that there had most always been an issue with budget issues, maintenance, hours of operation, etc. The Supervisor then asked her what type of transactions

she had done in the past that were near the magnitude of what they were going through at the moment. Ms. Carpenter told him not that she has not dealt with something like this in the CDD world, but that they had on the private development side. She added that they had recently closed a deal that was larger than that, so their firm routinely handles financing an acquisition for larger clients and entities.

Mr. Lane asked Ms. Carpenter if their firm currently represented, or had represented in the past Taylor Morrison, to which Ms. Carpenter answered no for both questions.

A Supervisor asked when the “clock started” and when they would start paying Ms. Carpenter and her firm. She responded that she estimates that it would be a couple thousand dollars until the bond validation occurred and that they would oversee and bill “very lightly” with reading minutes or attending meetings until they have made a true decision and the bond validation going forward just to make sure that they were understanding the process and be ready to jump in when they need to. The Supervisor also asked about her availability as far as being able to answer questions, and Ms. Carpenter responded that she and her associate both give out their cell phone numbers so that they can answer questions on nights and weekends also and that they are happy to answer questions at all times.

Mr. Vento asked Ms. Carpenter to compare the complexity of their deal to others that she had dealt with in the past, and she answered that it was a very detail-oriented deal because of the multiple types of assets including the restaurant, different buildings, inventory, but she did not think that it was complex because the bond financing was extremely familiar to them as to the conditions that they need.

A Supervisor asked Ms. Carpenter if she could give the Boards a brief background on Mr. d’Adesky and Ms. Carpenter explained that he is her finance associate who went to FIU in Florida and got his Master’s Degree from UNC in Public Administration. He also worked for a number of years in North Carolina as a manager, similar to Mr. Flint, and then went to Florida for law school. She pointed out that he has a great business background, which has made him invaluable of learning the CDD area. She then explained that her other associate, Mike Candiotti would be Ms. Carpenter’s real estate choice because he worked for a title company for numerous years before joining her firm. She also pointed out that they also have 3 other paralegals that are there if the assistant is needed.

Mr. Case thanked Ms. Carpenter for her time, and then asked Mr. Jones to come forward. Mr. Jones thanked everyone for taking the time to listen, and then directly pointed out at the beginning that he had just been made aware of an issue with a pending matter with Taylor Morrison, and therefore they would have to withdrawal their offer. He also apologized that they did not catch it earlier. Mr. Case thanked him for the notice.

Mr. Vento informed the Boards that due to the disqualification from the Shutts & Bowen firm, Latham, Shuker, Eden, and Beaudine, LLC would be the Counsel that would represent them in the amenity transaction.

A. Poinciana CDD

On MOTION by Mr. Lane, seconded by Mr. Stellfox, with all in favor on behalf of the Poinciana CDD, nominating Jan Carpenter of Latham, Shuker, Eden & Beaudine, LLP to Represent the Poinciana CDD in the Amenity Transaction was approved, and staff authorized to negotiate an agreement.

B. Poinciana West CDD

On MOTION by Mr. Brown, seconded by Mr. Vento, with all in favor on behalf of the Poinciana West CDD, nominating Jan Carpenter of Latham, Shuker, Eden & Beaudine, LLP to Represent the Poinciana West CDD in the Amenity Transaction was approved, and staff authorized to negotiate an agreement.

SEVENTH ORDER OF BUSINESS

Ratification of Poinciana CDD Thirteenth Amendment to the Asset Sale and Purchase Agreement

Mr. Flint explained that the Board had previously authorized Mr. Zimbardi to execute the extensions to the purchase and sale agreement, extending the inspection period, and the conclusion was that AV Homes and the District agreed to an extension on October 1, 2018. He said that it had been executed by both parties, so it would just be a matter of ratifying that action by Poinciana.

Mr. Stellfox asked Mr. Flint if he thought they would need to extend that time based on the information that was brought up earlier, and Mr. Flint answered that he and Ms. Carpenter would get with AV Homes to talk about the extension prior to this expiring at the end of the

month. Mr. Zimbardi decided that both parties had already signed it, so they should just go ahead and ratify it for that point and time.

A. Poinciana CDD

On MOTION by Mr. Land, seconded by Mr. Stellfox, with all in favor on behalf of the Poinciana CDD, the Poinciana CDD Thirteenth Amendment to the Asset Sale and Purchase Agreement, was ratified.

EIGHTH ORDER OF BUSINESS

Discussion of Q&A for Current Status of Amenity Transaction

Mr. Eckert gave a brief summary of the changes, which were updating the litigation status, as well as to make the numbers on the assessments match what was in the mailed notice that was sent out because one of the Q&A questions talked about the amount of the assessments, including “County collection costs” in the number and also the higher number. He explained that they just revised it to show the low number without any discounts and collection costs that the County charges us, and then it shows the high number that would be seen if they went on the tax bill. He also said that there were changes in terms of the outdated examples of when the assessments would kick in, and new examples were put in place. He said that if the Board approves the document, they would replace the one that is on the website with the new one, which will remain up to date through the next several months.

Mr. Brown commented that he thought the use of the term “Solivita Grande” was fixed back in October 2016, but that it appeared on the “Q&A” section, which then in turn would be on the site, and he requested that AV and Taylor Morrison consider a different terminology because the current term implies or makes a comparison to the development across the street by making one development “greater” than the other with the term “grande.” There were multiple suggestions to change it to “Solivita North.” Mr. Eckert confirmed that when referring to it in the Q&A, it would be called something along the lines of “developable land to the north.”

Mr. Brown also suggested that the increase from \$85 to \$87 for the club dues be reflected on the website and be continuously updated annually so the residents knew what they were paying and why. Mr. Eckert said that he understood.

Mr. Case thanked the staff for putting together the Q&A effectively and asked that the residents to go over the report and be informed of where they are at in the process.

A Supervisor asked if there was a possibility that they could ask AV Homes for a 5-year warranty on the work that they have been doing with the raised parking spaces due to the new handicap areas, so that they are somehow covered if those raised spots start to deteriorate over time, and they would in turn be able to claim with them the replacement costs on the pavement.

Ms. Leo mentioned that she remembered a general conversation about the subject, and one of the things that was an issue is that before proceeding, they would have to do a reinspection of a lot of the facilities around the District.

Mr. Land suggested they educate the audience about how inspections are done and how they would take over the amenities once inspections are done. Ms. Leo responded and told the audience that they did inspections over a year ago with all of the facility that they talked about acquisition on, as well as an AV Compliance study and there were some issues found and improvements done, but there was no reinspection because the matter was taking a while. She did say that there will have to be another period where they do take another look at the facilities both inside and out to pick up where they left off.

Another Supervisor wanted to note that he came up with about \$20 million of deductions from the actual purchase price that are known at this point in time, and he asked if he was right in assuming that the money that gets deducted drops the price down to \$50 million. Mr. Eckert said that he would have to go through and look at each deduction and gave an example that the commitment to pay an O&M assessment would not reduce the purchase price—it would just be an additional financial obligation that Avatar would be taking on. The Supervisor countered that he was asking if they were getting money from them in other ways, it will reduce the amount of money that they are giving them in the end. Mr. Eckert said that if he just focused on the purchase price, which is just one paragraph, then he is missing the entire picture of the transactions because there are a lot of financial concessions that the Boards were able to get from Avatar in terms of closing costs and getting the sales and administration building for no cost, and things like that. He said what they are trying to highlight in the Q&A is that there are a lot more moving parts to the transaction than just one item.

Mr. Zimbardi asked Mr. Eckert to make sure that the recommended changes were written down, and Mr. Eckert asked the Board to approve the updated Q&A and asked Mr. Flint if he could add it.

A. Poinciana CDD

On MOTION by Mr. Land, seconded by Mr. Land, with all in favor on behalf of the Poinciana CDD, the Q&A for Current Status of Amenity Transaction and the request to add to Reflections, was approved.

B. Poinciana West CDD

On MOTION by Mr. Vento, seconded by Mr. Brown, with all in favor on behalf of the Poinciana West CDD, the Q&A for Current Status of Amenity Transaction and the request to add to Reflections, was approved.

NINTH ORDER OF BUSINESS**Consideration of Maintenance Agreements****A. Poinciana CDD****i. Aquatic Pond Maintenance Services - Clarke Aquatic Services**

Mr. Zimbardi stated that the Board would be dealing with the aquatic pond, midge control, and landscape maintenance for the Poinciana CDD, and asked Mr. Flint to explain the circumstances. Mr. Flint explained that the agreements expire on September 30, 2018 and because they had discussed the potential of not holding the September 19, 2018 meeting, they went ahead and placed them on this agenda. He said that Mr. Eckert has been in the process of reviewing all the existing ponds and that the landscape area is conveyed, and reviewing the exhibits to the agreements to make sure they properly reflect the ponds that they maintain. Mr. Eckert added that he provided the Board with chart that had the status of conveyance, so what they were trying to do is attach that chart to the maintenance contract to make sure the contractor understood who owned which ponds. He also said that there had been an issue the pond approved to go back to AV Homes because it is surrounded by golf courses and has no utility to the District and made clear that they should only be maintaining the lake banks that are surrounding Pond B3 because the land bridge that was built between it and Lake Polk was still not in place. He pointed out that he wanted to make sure that Avatar was taking care of the water in the lake, but that other than that, there were really no other issues and the contracts seem to be working fine.

On MOTION by Mr. Lane, seconded by Mr. Zimbardi, with all in favor on behalf of the Poinciana CDD, the Aquatic Pond Maintenance Services Agreement with Clarke Aquatic Services, was approved.

ii. Aquatic Midge Control Services - Clarke Environmental Services

Mr. Eckert also noted that Mr. Flint had mentioned that at some point in the future, there would be additional ponds added to the budget, and he said that the budget for the aquatic pond maintenance was around about \$5,000 over when everything was calculated out, but midge control is \$21,000 under budget so it would even out the pond maintenance over flow.

On MOTION by Mr. Lane, seconded by Mr. Stellfox, with all in favor on behalf of the Poinciana CDD, the Aquatic Midge Control Services Agreement with Clarke Environmental Services, was approved.

iii. Landscape Maintenance Agreements

Mr. Eckert discussed that the Floralawn Agreement was right on the budget, so there was no variance there.

On MOTION by Mr. Zimbardi, seconded by Mr. Stellfox, with all in favor on behalf of the Poinciana CDD, the Landscape Maintenance Agreement with Floralawn, was approved.

Mr. Zimbardi asked if anyone had any comments or questions about the three agreements, and Mr. Land asked how the price for this year compared to last years. Mr. Flint responded that the Pond Maintenance Agreement has gone up by about \$500 a month, but that is because there were two additional that were added to the scope, and he noted that the Landscape Maintenance has remained the same.

Mr. Eckert reminded Mr. Flint of the Midge Control Agreement that they were asking to be approved is about \$151,000 and their budget was at approximately \$172,800, so they were under budget on that contract for about \$21,000. Mr. Eckert did not know what the budgeted amount for last year was, but said that it would be located in the financial statements in the agenda packets. Mr. Flint found where it was located and said that it was around \$152,800.

Mr. Vento interjected and asked if the budget also included the trial of the solar cell with the midges, and Mr. Flint responded that they had come out of the current fiscal year, so they would not be indicated in the next year's budget.

Mr. Gecewicz noted that under general conditions, there is an aquatic midge citizen response hotline and asked if that had been communicated to the community. Mr. Pete Deglomine from Clarke told the audience that the number for the hotline was their 800 number that goes into Clarke's Kissimmee office. Mr. Case said he knew that the number used to be in the publication, but that he was unsure if it was in there now. Mr. Flint said that they could put the number on the website and put in it in the inside of the front cover of Reflections.

B. Poinciana West CDD

Mr. Eckert presented the summary of the two contracts for Poinciana West, and explained that the reason that there was two instead of three was because their Floralawn Contract was for two years instead of one.

i. Aquatic Pond Maintenance Services - Clarke Aquatic Services

Mr. Eckert stated the Aquatic Maintenance Contract with Clarke and said that it was for a 3-year term for \$57,000 annually. He also said that the budget for it was at \$32,430, so that was \$24,570 over what they budgeted for, but that when they were going through the budgeting process, it was before the issue with the Hydrilla, so that had to be added into the cost.

On MOTION by Mr. Brown, seconded by Mr. Gecewicz, with all in favor on behalf of the Poinciana West CDD, the Aquatic Pond Maintenance Services Agreement with Clarke Aquatic Services, was approved.

ii. Aquatic Midge Control Services - Clarke Environmental Services

Mr. Eckert summarized that the Aquatic Midge Control Contract was for \$21,999 per year, and the budget was for \$32,000, so they were under budget by \$10,000. He pointed out that midge control is something that they have to look at throughout the year and they might end up adding an additional pond or two, which would result in an increase in price.

On MOTION by Mr. Vento, seconded by Mr. Gecewicz, with all in favor on behalf of the Poinciana West CDD, the Aquatic Midge Control Services Agreement with Clarke Environmental Services, was approved.

Mr. Eckert stated that Poinciana West now owned all of the ponds within the CDD with the exception of Ponds 19A and 19B in the northern section of the Poinciana West CDD, but they do anticipate that they will be taking ownership of those ponds in the next twelve months. He said that they would be talking to Avatar in terms of the maintenance costs for those to get them through to the next budget cycle.

Mr. Flint added that the Hydrilla treatment cost was discussed in the previous meeting, but that today, they were just bringing back the formal contract.

Mr. Case asked if anyone had a question about the agreements presented, and a Supervisor asked why Poinciana West was at \$611 per pond per month if Poinciana was at \$547. Mr. Eckert responded that each contract that is formed is based on acreage of the pond, so a pond that is twice as big as another is going to have a higher cost.

TENTH ORDER OF BUSINESS

Supervisor's Requests

A. Poinciana CDD

Mr. Stellfox said that everything that they are doing up until this point is just preparing to be able to float the bonds, but if they don't do it at some point in time, they are going to end up being behind.

Mr. Land pointed out that comments have been made about how Taylor Morrison doesn't have a club plan, that they turn their amenities over to the community, and as a possibility Taylor Morrison may come in and give us the amenities at no cost. He said that if you go and look at other Taylor Morrison communities, they are a lot smaller in lots and number of homes than Solivita. The amenities that they have are nowhere near as complex in detail as these amenities. He said that Taylor Morrison has around fifteen communities around Poinciana, and they have a number of other communities around Tampa, Sarasota, and Naples. He explained that their business model is to put communities around urban areas. He said that he would not be comparing Taylor Morrison to Solivita and that it wasn't a necessarily a good or bad thing, but that it was a different business model. He concluded that he wouldn't expect Taylor Morrison to

come and hand out free buildings. He also wanted to say that the purchase and sale agreement that they have may not be the best one that they have had, but it is the agreement in place. He said it gives them roughly \$11 million to facilitate an addition of new amenities and it may be better than other alternatives.

Mr. Lane said that he takes offense when someone suggests that they are trying to do something that would hurt the resident's way of living, and finds it disrespectful to the entire Board. He said that the Board is there to take care of the residents, not to impede on them, and that the residents came to Poinciana to live that lifestyle. He said that bad-mouthing AV Homes is the wrong thing to do because they have done a lot of good for the community, and they deserve respect for that.

B. Poinciana West CDD

Mr. Brown started by welcoming Mr. Brunhofer from Taylor Morrison, and said that there had been a lot of concern that they would be getting amenities straight from Taylor Morrison, but he said that the one good thing that has come from it is that they all agree that it's best that they own the amenities. He said that part of the excitement that has come from this issue is that they have two slates of candidates now, and that both of them deserve respect. He added that the other thing that he hoped was put to rest for Brenda Taylor and Michael Luddy's concerns about additional legal costs because it is not giving them any more liability and their fee cannot go up. He said that is the reason that he thinks they should move forward with the bond validation so that if it ever does come to fruition, it goes forward.

Mr. Vento started off by saying that he loves the community and has loved living in it for several years, and that since being on the Board, he had not done any posts until recently. He said that it did not address anything about the Board, but that it did address the fact that they should all just be neighbors and treat each other with respect. He added that they have really gotten out of control after getting a private message from someone in Solivita in response to his post that said, "It's really good you are putting all of your energy into this, because pretty soon you are going to be in a pine box."

He then explained that things are getting out of hand and to say things like "this is the political environment that we live in, so they should get used to it" is not right. He said that we are neighbors and human beings, and that there should be respect given to everyone in the

community. He added that he knows that there is not one person in this battle that is all right or that is all wrong, and the agreement may not be perfect but that it is the one that is in place and there is no such thing as perfect. He said that he would also like to thank Mr. Gary Shullaw from AV Home's Corporate Counsel for coming to the meetings and explaining the circumstances because it is very important to clarify things, and he also thanked the Taylor Morrison representatives for their time.

He said that on July 16, 2018, AV Homes put out a document that addressed the misinterpretations of the court cases and the things that are going on with the transaction and sent out emails so that everyone had access to it, and he didn't think that they would put the document out there in writing and not let Taylor Morrison know. He said that they are just dealing with process issues that do not add to the cost, and then they can choose to move forward—but if they couldn't, the presentation that Mr. Eckert gave earlier would come back into play. He then talked about the contract price for the amenities, totaling in \$72.9 million, saying that it was 7.6% of the total cost that Taylor Morrison was going to pay AV. Therefore, because of that percentage, the CDD would not be getting the amenities for free. He also said that the reference to the price was based on 30 years of profit, but that AV Homes' reference was not, so he asked residents to be careful about spreading incorrect information.

Mr. Case thanked the audience for their decency and understanding of the information that was presented.

ELEVENTH ORDER OF BUSINESS

General Audience Comments

Ms. Diane Jorio (549 Tapatio Lane) asked if the Board followed Robert's Rules, and Mr. Eckert replied that they decided they would not when they adopted rules and procedures not requiring Robert's Rules.

Mr. Case added that they try to be more casual in their meetings to make it more comfortable, and Ms. Jorio asked if they still followed the same type of agenda, and they answered yes. Ms. Jorio said that she had been at the August 15, 2018 meeting, they had on the agenda the Supervisor's Requests, then the General Audience Comments came and no one spoke, so instead of the adjournment, she said that Mr. Stellfox "went on a tirade," and she felt that it was completely out of order because of the amount of contempt that he held at that moment. She asked why the Attorney or the Chairman did not call him out, and that she and

other residents were called out of order when she went to complain and there was a threat for the Sheriff to be called. Mr. Eckert responded that they could address her concerns during the staff reports, but she asked Mr. Stellfox to publicly apologize to Lita for treating her the way that he did. Mr. Stellfox said that he would apologize to the residents and that his actions were not that of a tirade, and Mr. Flint interjected by saying that the minutes included in the current agenda were from the previous joint meeting, and not from the one on August 15, 2018. Ms. Jorio stated that she too had been the victim of threatening messages from people in the community, and added that she has remained silent before, but she will not stand for it now and still demanded an apology to Lita. Mr. Stellfox did not give an apology.

Ms. Barbara Ford (417 Treviso Drive) stated that she had submitted several questions to the Board as she was instructed at the last meeting, and two days prior to the current meeting she received a two-pound UPS package from the Board's attorneys in response to her questions. She said that she wanted to present to the Board a few major areas of concerns, such as expenses for maintenance and repair, future interest rates, cost of construction for any future assets or legal matter. She asked if the Board felt that it was prudent to proceed at this time. The resident stated she has asked questions in the past, and she was referred to websites and her questions were not answered.

Ms. Luther gave Solivita praise for being a great community and gave Taylor Morrison her blessing and said that they have a very good rating and high reputation. She asked the Board what protections the residents had if they went against the HOA and complained that their membership prices were too high, and she also asked if they were going to change the amenities as far as the character of a 55 over community. Mr. Eckert answered the second question by saying there was nothing that could be done because of the way the federal government looks at it and the CDD would not jeopardize it by changing it. Mr. Flint commented that they would answer her other question during the staff reports.

A resident commented that Mr. Land took time on that Sunday to come out to his residence to see the conditions that that part of the community was in as far as midges and mosquitos. He said that Mr. Land made a report and shared it with him, but they never heard anything after that about treating the midge and mosquito issue. He also said that he wrote an email asking that one of two solar panels be replaced between his home and his neighbor's home, and he got a response saying that he would check with Mr. Flint to see if it was possible,

but he never got any response after that. He asked that his questions be answered during the meeting. Mr. Land said that he would answer those questions during staff reports.

Mr. Bill Young stated that he had the same issue with the delaying of the midge issue, and that Mr. Land had come out and did a report. Mr. Land got back to him saying that they would come out and spray to try and take care of the issue, but nothing followed. Mr. Land responded to Mr. Young and stated that he could not answer on something that the HOA was going to do and that they could do whatever they wanted to the pond from a CDD perspective, but there is no real solution to the midge issue. Mr. Young added that the issue came up a year ago after constantly asking for help, and the budget was approved to take care of the midges, but nothing was done. Mr. Land responded and told him that they could try all they wanted to fix it, but there is not cure.

A resident said that he bought his house 12 years ago in a real estate bubble, and added that around the country and Florida houses have recovered, but his was not one of them because he is down about 15% to 20% in value. He said that the total value of the homes in Solivita is just over \$1 billion, and the negative impact of all of the lawsuits and delays is about 10%. He also said that these delays were debilitating the residents' property value, and asked what would happen if the CDD could not make the purchase. He summed up his comment by saying that the CDD should just make the purchase because it was affecting the values of the homes within the CDD.

Mr. Baron stated that his taxes had doubled from a few years ago because he changed over to a single-family residence, and he asked if the new bonds go through would he be on the hook for 2 ERU for the bond purchase also. Mr. Eckert responded that it would be looked at as one assessment and one amenity.

Mr. Lawrence Kelley (211 Anastasia Drive) asked to confirm that the amenities did not include the golf courses, and the Board said that he was correct. He then asked what was preventing the golf courses from turning into developments. A Supervisor added that if and when the developers did decide to sell lots, they would have to pay the bond fee. Mr. Kelley said that it did not help at all, and the Board Member responded that they had no control over what the developer does.

Mr. Donovan Brown (687 Glendora Drive) made a statement involving his support towards AV Homes and purchasing the amenities from the developer, and said that he strives to

make the community better every day by starting an organization called “Solivita United” to improve the atmosphere. He ended by thanking everyone for their efforts.

Mr. Terrance Guay (1319 Bonita Canyon Drive) reflected on his past time at Solivita, saying it was the best decision that he and his wife ever made, but he added that the business deal at stake will impact all of the residents. He said that he did a lot of research and found that a purchase and sale agreement requires the buyers to fully fund and construct new amenities, even though the new amenities will benefit AV Homes as much as it will the CDD. He added that according to his findings, AV Homes should be paying at least half of the cost of new construction, per their involvement in the agreement. He also said that he met with the former lifestyle manager to look over historical amenity’s budgets, and he was told that they were not very accurate because the amenities budget had not balanced since the beginning of the Solivita operations. He was also told that AV Homes annually subsidized the budget from the club fees that they had collected as property, and that the most recent budgets have consistently been around \$300,000 or more. He added that they would not have the club fees as profit since the club fee will be dedicated to paying for the bond levies on their property. He then said that he has noticed the aging amenities and therefore the cost will presumably keep rising and said that even though it was promised that the cost of amenity-oriented factors would not rise because they said it would go down, he believed that the operations and maintenance fees would continue to rise as a result of the aging of the facilities. He went on to talk about the original contract that included the specification of the sales price set at \$73,700,000 and a capped bond funding of \$90,000,000, and when he questioned the numbers at the time of the original signing, he was told that there would be adjustments in the numbers because of interest rate fluctuation. He said that once the rates fluctuated, AV Homes did not budge on the price of the \$73,700,000, but with the price of the higher bond cap, the deal could still be done. Subsequently, the bond cap was revised to \$202,000,000. He ended by saying that he respected everyone in the deal.

Mr. Gecewicz stated that even though he had not been at the agreement hearing when the contract was signed, he was at every Board Meeting after that to get caught up on it, and said that extensive negotiations had taken place because of all of the Board Members and Mr. Eckert and his team. He added that those negotiations have added more of a positive influence than a negative one, even though people have tended to focus on the negative. Mr. Vento also addressed the issue of the management fee under construction of the new amenities where AV came to one

Board Meeting and made a change to that fee. He corrected the fee and said that the change was not a 5.5% fee, but that it was a personnel rental where the estimated cost was \$50,000 instead of \$550,000, with \$500,000 of that funding available for the new amenities. He added that it was in the Q&A if anyone wanted to refer to it.

Mr. Guay thanked him for the update, and said that he tried to look at the different numbers in the Q&A as Mr. Vento did, but asked if there could be a definitive list made to clarify those numbers because it would help the residents in seeing what the actual price would be, and said that all of his comments were meant to have total respect to anyone in the room.

Mr. Eckert wanted to clarify that the contract said not to exceed \$50,000 for a personnel leasing.

Ms. Denise Blaine (494 Mayfair Drive) stated said that she had a thought while this discussion occurred that when she had sold her house in Miami, she had asked that Board how much her house was worth and she said that they had to negotiate a different price because it did not appraise for what she felt it was worth, ending in her accepting the offer for less than previously expected. She said that she was hoping that there would be some type of negotiation involved in the current purchase from Taylor Morrison. She added that she was for the bond issue, but that she was not for the price that they had to pay, so she asked if the negotiation aspect was still there to lower the price and bond issue.

Mr. Case said that there are a lot of areas that need to be addressed before closing the deal, but with outstanding litigation, it's difficult to address those areas. He reiterated that they do have a long way to go before the closing. He also said that people were saying that all the amenities had been defined, and therefore that was the end result, but he corrected that and said that it was not true because they went through only one iteration of what the amenity should be like and it was likely that that would change. He assured the residents that there was a lot to be dealt with and it would be sorted out and it will be a while before everything is finalized.

Another Supervisor added that as Mr. Vento said before, there had been 22 changes to the purchase and sale agreement that netted out several million dollars of changes and that even though it was an ongoing process, it has been mostly successful and they are not done yet.

Mr. Joseph Ewing (812 San Rafael Street) stated that he was in support of the amenity purchase and the work that the Board Members have done. He said that as one of the residents had previously mentioned the Solivita United Club, he was also a member of that organization

and they had spent a number of hours at the Farmer's Market in an attempt to educate people about the agreement and answer any questions. They also started a petition to see if people supported the purchase or not that got over 1600 signatures of people supporting the deal, so the Board was not alone.

Ms. Cherry Brown (687 Glendora Drive) stated that she also backs the Supervisor's decisions and gave her gratitude for the hard work put in to the amenities purchase. She encouraged the residents to read through the new Q&A because it answered several questions and solidified a lot of the misinformation that was spreading.

Ms. Luther stated that she was for the HOA moving forward with the bond, but that she wanted to encourage the Board to negotiate and possibly get more money put in a reserve for the roads and road replacement because she had belonged to another community where they had to put out \$4,000 of their own money to get roads replaced because they had no funding.

Mr. Eckert clarified that the roads are owned by the HOA and the CDD has no control of the roads, and a Supervisor added that there is already reserve funding for the roads within Solivita.

Ms. Patricia Schmid (772 San Rafael Street) thanked the CDD Supervisors, but especially thanked Mr. Vento for bringing up the points he made regarding the net year because it was important for everyone to know that AV Homes is not so hard to deal with. She added that when she and her husband moved to Solivita in 2005, she lost \$150,000 in one of the homes that she sold within Solivita because of the recession, but AV Homes kept fighting. She said that the residents should be thankful that they were not like other subdivisions in Central Florida that had to file bankruptcies with other builders and had liens put against their properties. She pointed out that no home in Solivita ever had a lien put against their property because AV Homes held on through that hard time.

Ms. Cindy Clouser (440 Bel Air Way) stated that she thought that putting the information in Reflections was a great idea because there are many residents that didn't know how to get to the websites. She also asked if there was a way that the Board could tell people to look up their tax documents to see if they lived in the Poinciana CDD or Poinciana West CDD because it would help with voting in November. Mr. Gecewicz responded that residents in Phases 1 through 6 are in Poinciana, and Phase 7 and above is Poinciana West, and Mr. Eckert confirmed that was correct.

Mr. Neil Riggs (249 Bay Drive) stated that he was one of the people that put on shows in the theatre in Solivita, and he said that he understood that the theatre will only hold 600 seats, and he believed it would be much too small. Mr. Land responded that nothing was set in stone because they first have to see how much money they have, but added that the resident could come to the next iteration and said that it would be a good idea for him to become a part of the resident committee. The resident thanked the Board for doing a great job.

A resident asked why the Board has refused to get a certified appraisal for the amenities so that the residents know the value of the property that they were dealing with, and asked that that answer be put into the Q&A section of the agenda.

A resident said that she asked her AV Homes realtor representative what would happen when AV Homes builds out, and they said that when they are at 90% built out, they would be turned over. The Board Members told her that it was part of the HOA.

Ms. Maureen Clancy (99 Auburn Drive) stated that she had only been at Solivita for a year, and she did not understand they needed another pool when they already had 14 and why they were getting more amenities that they already had. She also asked who picked the people on the Board, to which Mr. Flint answered that the residents voted for them and that he would answer questions under staff reports.

TWELFTH ORDER OF BUSINESS

Other Business

A. Poinciana CDD

Hearing none, the next item is followed.

B. Poinciana West CDD

Hearing none, the next item is followed.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Eckert stated that as far as the anticipated timeline, there were two things that would be impediments to issuing bonds, and those two things were going through a bond validation process and the class action. He said that there was a procedural hearing at the end of October to talk about what will be involved in the bond validation trial when it gets scheduled, so he did not

think that the bond validation trial will be until after the first of the year when all of the holidays are over. He clarified that nothing would be happening in October and November in terms of the selling of the bonds. He said that even though the Districts are not a party to the class action law suit, some of the issues that are in the class action can affect the District's ability to market the bonds because bond holders want to know that when they invest in a community, that there is no litigation that is pending that could have any impact on their investment. He summed up that nothing dramatic would be happening in the next 60 days. He then added that bond validation does not require them to issue bonds and he also addressed the issue that people had with the price of the agreement by saying that no matter how much they pay, they still have to go through a bond validation procedure to issue the bonds for those amounts. He said that it would not make sense to stop the process at its current point.

Mr. Eckert also addressed the statement that there was a government bond, confirming that it was not a government bond. He explained the process by saying that they would be issuing the bond and it is bought by institutional investors, and added that it is a tax-exempt bond because they can get a lower interest rate from the investors.

He then stated that in terms of the public access issue, the Board has already gone through a hearing where they set the non-resident user fee, which came out to be \$4,000. So, it was already in place. He also said that there is a statistic that shows non-residents do not use amenities even when the price has been lower.

A Supervisor added that there were 60 CDDs across Florida that had lower fees, and there was only one where there was only with about five or six people come in to use the swimming pool, but that was it.

Mr. Brown added that the resident who was concerned that the government could overturn that. Mr. Eckert said that his opinion was the decision that the Board made with coming up with the \$4,000 was not arbitrary and it was well-reasoned, therefore they would not have recommended it if it was not supported by Florida law.

Mr. Eckert also said that there have been a lot of comments about "Nextdoor" and that "Nextdoor" is not run by the Districts and they have no input on it. He added that he has told the Board that social media postings by Board Members is a terrible way of governing because it creates the potential for a Sunshine Law violation and the first member that posts something about the CDD is the only one who gets to post and no one else can respond. He said that it

creates a bad dynamic for the Board when one member can take all of the oxygen out of the room and no one can respond to it, so he recommended not using it for that purpose at all. He stated that social media is the main reason there are so many arguments between Board Members and residents.

Mr. Eckert then talked about the golf course issue, saying that there is a whole process that they have to go through with the County to rezone lands for different uses, and there is a lot of public input. He did add that the CDD bond investors do not like golf courses, so if there was one within the deal there would most likely be a higher interest rate on the bonds and also paying higher assessments.

Mr. Eckert also said that the \$102 million that was floating around was part of the bond validation and is the amount that they are asking the Board if they can issue up to that amount, so it was not a contract amount with AV Homes.

Mr. Gecewicz added that it was done so that they wouldn't have to go through all the expense that of getting another bond issue. Mr. Eckert agreed and said that they sold \$95 million in bonds, and 5 years from now, if they wanted to build a new facility, they could go do a \$2 million bond issue and would not have to go back to the court.

Mr. Eckert also addressed the concern about the negotiations, saying that they were ongoing and would be with Latham, Shuker, Eden & Beaudine, Jan Carpenter's firm, which is a capable firm that he thought the residents would be pleased with.

Mr. Eckert also addressed the question of who picked the Board, and answered that it is entirely comprised of residents of Solivita. In the beginning of the community, it was comprised of employees from Avatar. He said that that was how the Statute worked; once they get to 6 years and 250 voters, it started to transition to resident control. He said that the current Board Members were either appointed by other Board Members or they went through the general election process. Mr. Flint added that there were two Boards present with 5 members each, and there are two females that were absent from the Board Meeting, so there are women represented on both Boards. He said that they have to go through similar processes as County officials to qualify to run for the seats. He said that there are 3 seats up for election on the Poinciana Board, and two on the Poinciana West Board, and those are elected just like any other County officials.

A Supervisor stated that he was confused about a comment that one resident mentioned that there were sanctions approved by the court against the people that initiated the class action.

Mr. Eckert clarified that in the first validation case, there were multiple attempts by the attorneys for Brenda Taylor and Bill Mann to subpoena and get documents and depositions of Avatar representatives. But the last time that it was requested, the courts had an order saying they could not do that. He said that this led to a dispute involving the attorney for Brenda Taylor and Bill Mann, and Avatar and AV Homes where AV Homes believes that the judge issued sanctions in an amount to be determined later against the legal counsel for Taylor and Mann. He said that Taylor and Mann attorneys say that there were no sanctions ordered, and clarified that the District is not involved in it and there has not been a final decision in the matter.

Mr. Eckert concluded the Attorney's Report.

C. Engineer

Ms. Leo said that she did not have anything that would require Board action, but that she might chime in during the Field Manager's Report because of a couple of aspects that would be addressed.

D. District Manager

i. Action Items List

Mr. Flint said that they had a full Field Manager Report, but based on the length of the Agenda, they shortened it. He said that he did have Alan Scheerer, Clayton Smith, and Clarke at the meeting because of the issue with midge control. He also said that at the last Board Meeting it was approved for them to move the middle aerator from the east side of the lake to the west side where they have had most of the issues. He also said that they ordered two additional aerators that will be installed on the North end and in the middle, but that they were still waiting on the delivery of those. He added that they haven't decided on the final location, but that a Board Member should be appointed to reiterate to the residents the final location of the aerators, and Mr. Brown was asked to be the one to carry that through.

A Supervisor asked if Craig could address what will happen with Massey, and Craig said that Massey would come back with a report on what they are going to do to the homes, starting with pressure-washing and then coming back with a treatment schedule and provide the information to the Board by the end of the week. He also said that AV Homes would like to take care of it, and the Supervisor said that he appreciated that AV was stepping up.

One resident asked when the aerators would be coming in, and Mr. Flint said that he would get a tracking number for him and an estimated delivery. He also said that he understood that they have to get the whole pond, but that in the years that he has asked for help the only complaints have come from the end of the street he lives on. He said he didn't understand why, if the midges and spiders were crowding at the South end of the pond, they couldn't take the two aerators and put them where there is a real problem. Mr. Flint said that aerators are not instant relief, and he said that that might be true, but if they brought them over there they could see relief within weeks. Mr. Flint said that Bill would work with him on that.

Mr. Hector Ramirez (316 New River Drive) stated that he couldn't even see out of his backyard because of all the midges, but that it was part of living in Florida. A Supervisor asked him if he had put his complaint into Clarke, and he said that he had not.

FOURTEENTH ORDER OF BUSINESS**Next Meeting Date – October 17, 2018**

Mr. Flint clarified that there was an understanding that the Boards did intend to cancel the September 19, 2018 meeting.

Mr. Eckert suggested canceling the October meeting if there were no agenda items to discuss. Mr. Zimbardi and Mr. Case agreed.

A. Poinciana CDD

On MOTION by Mr. Land, seconded by Mr. Lane, with all in favor on behalf of the Poinciana CDD, the meeting scheduled for September 19, 2018 at 11:00 a.m. in the ballroom, was cancelled, and the October 17, 2018 meeting at 11:00 was tentatively cancelled.

B. Poinciana West CDD

On MOTION by Mr. Gecewicz, seconded by Mr. Brown, with all in favor on behalf of the Poinciana West CDD, the meeting scheduled for September 19, 2018 at 12:30 p.m. in the ballroom, was cancelled, and the October 17, 2018 meeting at 12:30 p.m. was tentatively cancelled.

FIFTEENTH ORDER OF BUSINESS**Adjournment****A. Poinciana CDD**

On MOTION by Mr. Land, seconded by Mr. Lane, with all in favor on behalf of the Poinciana CDD, the joint meeting was adjourned.

B. Poinciana West CDD

On MOTION by Mr. Gecewicz, seconded by Mr. Brown, with all in favor on behalf of the Poinciana West CDD, the joint meeting was adjourned.

Poinciana CDD

Secretary/Assistant Secretary

Chairman/Vice Chairman

Poinciana West CDD

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VI



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

August 28, 2018

District Manager
Governmental Management Services, LLC
135 W. Central Blvd., Suite 320
Orlando, FL 32801

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Poinciana West Community Development District, which comprise governmental activities, each major fund and the budgetary comparison for the General Fund as of and for the year ended September 30, 2018 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2018 and thereafter if mutually agreed by Poinciana West Community Development District and Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Fort Pierce / Stuart

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Poinciana West Community Development District
August 28, 2018
Page 2

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to Poinciana West Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Poinciana West Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund
3. Capital Projects Fund



Poinciana West Community Development District
August 28, 2018
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control of financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit, we will request certain written confirmation concerning representations made to us in connection with the audit including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Poinciana West Community Development District
August 28, 2018
Page 4

Management is responsible for identifying and ensuring that Poinciana West Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

The Board is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Poinciana West Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Poinciana West Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Poinciana West Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Poinciana West Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Poinciana West Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Poinciana West Community Development District's Records and Assistance

If circumstances arise relating to the condition of the Poinciana West Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Poinciana West Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.



Poinciana West Community Development District
August 28, 2018
Page 5

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Fees, Costs and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2018 will not exceed \$3,415 unless the scope of the engagement is changed, the assistance which Poinciana West Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

In the event we are requested or authorized by Poinciana West Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Poinciana West Community Development District, Poinciana West Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Reporting

We will issue a written report upon completion of our audit of Poinciana West Community Development District's financial statements no later than June 30, 2019. Our report will be addressed to the Board of Poinciana West Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.



Poinciana West Community Development District

August 28, 2018

Page 6

In addition to our report on Poinciana West Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements.
- Management letter pursuant to Chapter 10.550, Rules of the Auditor General.
- Attestation Report – compliance with Section 218.415, Florida Statutes.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Poinciana West Creeks Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

System Review Report

To the Directors

November 2, 2016

Berger, Toombs, Elam, Gaines & Frank, CPAs PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and *audits of employee benefit plans*.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.


Baggett, Reutimann & Associates, CPAs, PA

(BERGER_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT
(DATED AUGUST 28, 2018)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-CF, LLC
135 W. CENTRAL BLVD., SUITE 320
ORLANDO, FL 32801
TELEPHONE: 407-841-5524
EMAIL: _____**

Auditor: J.W. Gaines

District: Poinciana West CDD

By: _____

By: _____

Title: Director

Title: _____

Date: September 11, 2018

Date: _____

SECTION VII

RESOLUTION 2019-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE POINCIANA WEST COMMUNITY DEVELOPMENT
DISTRICT APPROVING AN AMENDEDMENT TO THE
GENERAL FUND BUDGET FOR FISCAL YEAR 2018 AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Resolution 2017-20 the Poinciana West Community Development District Board of Supervisors (the “Board”) adopted a General Fund Budget for Fiscal Year 2018; and

WHEREAS, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2018.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE POINCIANA WEST
COMMUNITY DEVELOPMENT DISTRICT:**

1. The General Fund Budget for Fiscal Year 2018 is hereby amended and restated as set forth on the Fiscal Year 2018 Budget attached hereto as “**Exhibit A**”.
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2018 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED THIS 28th DAY OF NOVEMBER, 2018.

ATTEST:

**BOARD OF SUPERVISORS OF THE
POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

Poinciana West

Community Development District

Fiscal Year 2018 General Fund

<u>Description</u>	Actuals Thru 9/30/18	Adopted Budget FY2018	Increase/ (Decrease)	Amended Budget FY2018
<u>Revenues</u>				
Special Assessments - Tax Collector	\$292,357	\$291,294	\$0	\$291,294
Interest	\$6,730	\$3,000	\$3,730	\$6,730
Carry Forward Surplus	\$0	\$0	\$20,960	\$20,960
Total Revenues	\$299,086	\$294,294	\$24,690	\$318,984
<u>Expenditures</u>				
<u>Administrative</u>				
Supervisors Fees	\$12,400	\$6,000	\$6,400	\$12,400
FICA Expense	\$949	\$459	\$490	\$949
Engineering	\$24,397	\$20,000	\$4,500	\$24,500
Attorney	\$48,165	\$50,000	\$0	\$50,000
Arbitrage	\$900	\$600	\$300	\$900
Dissemination	\$5,916	\$5,000	\$1,000	\$6,000
Annual Audit	\$3,415	\$4,023	\$0	\$4,023
Trustee Fees	\$7,004	\$0	\$7,025	\$7,025
Management Fees	\$46,766	\$50,525	\$0	\$50,525
Information Technology	\$1,469	\$0	\$1,500	\$1,500
Telephone	\$37	\$0	\$50	\$50
Postage	\$3,601	\$1,000	\$2,625	\$3,625
Printing & Binding	\$3,159	\$1,500	\$1,700	\$3,200
Insurance	\$10,074	\$10,883	\$0	\$10,883
Legal Advertising	\$14,092	\$2,000	\$12,100	\$14,100
Other Current Charges	\$803	\$636	\$200	\$836
Office Supplies	\$484	\$200	\$300	\$500
Property Appraiser	\$3,099	\$6,198	\$0	\$6,198
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175
Administrative Expenses	\$186,904	\$159,199	\$38,190	\$197,389
<u>Operation & Maintenance</u>				
Field Services	\$8,218	\$4,371	\$4,000	\$8,371
Landscape Maintenance	\$56,294	\$56,294	\$0	\$56,294
Aquatic Control Maintenance	\$32,430	\$32,430	\$0	\$32,430
Aquatic Midge Management	\$22,000	\$22,000	\$0	\$22,000
R&M Plant Replacement	\$0	\$10,000	(\$10,000)	\$0
Storm Structure Repairs	\$2,425	\$0	\$2,500	\$2,500
Contingency	\$0	\$10,000	(\$10,000)	\$0
Operation & Maintenance Expenses	\$121,366	\$135,095	(\$13,500)	\$121,595
Total Expenditures	\$308,270	\$294,294	\$24,690	\$318,984
Excess Revenues/(Expenditures)	(\$9,183)	\$0	\$0	\$0

SECTION VIII

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

MICHAEL J. BEAUDINE
MICHAEL G. CANDIOTTI
JAN A. CARPENTER
DANIEL H. COULTOFF
ANDREW C. D'ADESKY
MARLANE L. DORRIS
JENNIFER S. EDEN
DOROTHY F. GREEN
JOSHUA D. GROSSHANS
BRUCE D. KNAPP

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PETER G. LATHAM
JUSTIN M. LUNA
PATRICIA R. MCCONNELL
LORI T. MILVAIN
R. SCOTT SHUKER
JONATHAN A. STIMLER
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

October 16, 2018

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

Re: **Limited Engagement of Latham, Shuker, Eden & Beaudine, LLP to
Provide Limited Legal Services to Poinciana and Poinciana West
Community Development Districts regarding Real Estate Acquisition
from Avatar Properties, Inc. (which is to be acquired by
Taylor/Morrison Homes)**

Dear Supervisors and Mr. Flint:

This letter sets forth the terms and conditions under which Latham, Shuker, Eden & Beaudine, LLP (the "Firm") will serve as special real estate counsel to the Poinciana and Poinciana West Community Development Districts (the "Districts") for the limited purpose of legal representation for that certain real estate and asset acquisition from Taylor/Morrison Homes, as successor to Avatar Properties, Inc., regarding the Districts. We thank you for the opportunity to provide you with these services and look forward to working with you. Unless otherwise specifically indicated in this letter, for purposes of the limited engagement described herein, no person or entity other than the Districts shall be a client of the Firm for any purpose. The effective date of this letter, and engagement of the Firm, shall be the as of October 1, 2018, a date prior to the acquisition of Avatar Homes by Taylor Morrison (or an affiliate thereof) (the "Effective Date").

This is a limited engagement and the scope of the services which the Firm will provide, the basis upon which it will charge fees therefor, and the other terms of this engagement are limited to the following:

1. Scope of Limited Real Estate Engagement. The Firm will provide the Districts with services to include the following:

(a) Review and advise the Districts with respect to closing that certain executed real estate contract between Poinciana Community Development District and Avatar Properties, Inc., dated December 5, 2016 as amended by fourteen amendments thereto (the "Contract") and assist in any re-negotiation of Contract terms after the Effective Date.

(b) Assist in completion of inspection and due diligence tasks undertaken after the Effective Date. The Firm will rely upon the due diligence performed and reviewed by the Districts' General Counsel, Hopping, Green, Sams ("HGS"), prior to the Effective Date (including, but not limited to, title and survey review, building and ADA inspections, survey review, reporting, etc. The Firm will not bear responsibility for such due diligence nor for any due diligence for which the time for comment expired or where we will not have opportunity to update or provide further input.

(c) Perform the closing of the Contract for Poinciana Community Development District, as purchaser under the Contract.

In addition to the above, the Firm will be available to consult with Districts' Management and Districts' General Counsel with regard to questions that may arise related to this real estate acquisition of the Districts. Work performed hereunder shall be generally by direction of the Districts' Manager, as the authorized representative of the Districts. The Firm understands that the Contract is entered into with Poinciana Community Development District as the "Buyer;" the Poinciana Community Development District and the Poinciana West Community Development District have entered into an Interlocal Agreement as to the cooperation, ownership, and management of the facilities. The Districts' general counsel shall be responsible for the Interlocal Agreement and all issues relating to the relationship between the two districts. The Districts' General Counsel shall solely represent the Districts in bond validation proceedings, special assessment proceedings and in the sale of its bonds and/or any other financing related to the Contract.

2. Billing Practices and Fees. Our fees will be based upon the ethical rules governing our practice. The amount of each fee will be the fair value of the services provided, taking into account the time spent, the nature of the services performed, the expertise required, the size and scope of the matter, the results obtained, the emergency nature of any request for services by the Districts and other relevant considerations. For most services rendered by the Firm, a primary determinant of fees will be the internally established hourly rates for each of the Firm's attorneys and paralegals. These hourly rates may be adjusted annually as determined by the Firm. Currently, the Firm's hourly rates range from \$105.00 per hour for our most junior paralegals to \$550.00 per hour for our most experienced, specialized partners. I, along with a junior associate, will be the attorneys primarily responsible for providing the services to the Districts, although we

will avoid performing duplicative services. My current reduced rate for governmental work (or proposed governmental work) is \$375.00 per hour. I will be assisted by a junior associate, Andrew d'Adesky, whose current rate is \$265.00 per hour. The public finance paralegals in our department have a current rate of \$105.00 per hour. Real estate partners and associates shall also assist as deemed necessary by the Firm, in its sole discretion. Others within the Firm may assist us in the future at their normal hourly rates, if expertise in litigation, real estate, etc., or other legal areas is required.

3. Costs and Expenses. In providing services to the Districts, the Firm will necessarily incur out of pocket expenses. The Districts will be required to reimburse the Firm for these expenses, which may include, among others, communication costs (i.e., courier, long distance telephone charges, facsimile charges, etc.), document reproduction charges, filing fees, secretarial overtime when required by the matter's timing, and charges incurred in connection with computer research facilities. Internal Firm costs are invoiced at rates established by the Firm from time to time. A list of the current internal Firm cost rates is available upon request. It is Firm policy that any invoice from a third-party vendor incurred on behalf of the Districts will be forwarded to you for direct payment by the Districts to the vendor.

The Firm and the Districts expect this engagement to remain in effect for a period of time beginning at the date of the Districts execution of this letter. The Firm will serve under this engagement letter at the pleasure of the Districts and/or the Firm, and the engagement may be terminated by the Districts or by the Firm at any time; notwithstanding the foregoing, this engagement shall terminate at the time of the closing and finalization of the real estate transaction contemplated by the Contract. The Firm shall be paid for all work performed through the later of the date of termination.

4. Retainer. Intentionally Deleted.

5. Payment of Invoices. Unless otherwise agreed in writing with the Districts, the Firm renders monthly invoices specifying the services performed and expenses incurred. The amount reflected as due in each invoice is payable within thirty (30) days following receipt by the Districts. The Firm attempts to include disbursements in each invoice for the month following which such disbursements are incurred. However, given the nature of disbursements, some may not be immediately available, in which case they will be included within a subsequent invoice. Any questions concerning an invoice rendered by the Firm should be referred to me as the account billing attorney or to the managing partner of the Firm.

6. Limited Representation. Further, the Districts understand and agree that the representation of the Districts is limited the matters described in Section 1 of this letter. The Districts' General Counsel will handle, and has handled, all litigation and bond validation proceedings, will handle any assessment proceedings and bond closing for the financing of the Contract, and will negotiate and document the relationship between the two Districts; the

Districts agree that the Firm has no responsibility or liability therefore. The Districts have not retained us to provide legal representation or advice in any other area of law unrelated to the specific representation which the Firm hereby undertakes for the limited purpose provided herein (for example, we are not providing general representation of the Districts, real estate development, litigation, bankruptcy validation or bond counsel services at this time). The Districts are being represented by their own, separate general counsel as to all other matters related to the Districts and development therein.

7. Adverse Representation. The Firm represents other special districts which may become adverse to the Districts, except as limited by the traditional ethical standards imposed by the Rules Regulating the Florida Bar, especially Rule 4-1.7, or any provision of the Florida Statutes. As you may know, the Firm also has represented, currently represents, and will in the future represent, numerous other community development districts and state and local governments, as well as other clients in real estate and public finance matters. Such other matters are unrelated to the representation described in this engagement letter. The Firm will represent the Districts collectively; it is agreed upon by both the Districts that no conflict between the Districts exists or is anticipated, and if any arises, the Districts' general counsel will handle all such matters. Districts counsel will handle other general matters for the Districts that do not involve the matters described in Section 1. The Firm does not believe that its representation as noted in Section 1, of such other clients would interfere with its current representation of the Districts as specified herein. However, because of the large number of such other clients, it is important to have a clear understanding which will govern our relationship.

8. Confidential Information Public Records. The Districts acknowledge that the Districts are government entities and thus subject to certain laws requiring public records and disclosure, including, but not limited to, Article I, Section 23 and 24 of the Constitution of the State of Florida and Chapter 119, *Florida Statutes*. The Firm shall not be bound to confidentiality with respect to any information which (i) is or shall become part of the public domain by publication, operation of law (including, but not limited to, Article I, Section 23 and 24 of the Constitution of the State of Florida and Chapter 119, *Florida Statutes*) or otherwise through no fault of the Firm; (ii) is already known to Firm at the time of disclosure and that is free from an obligation of confidentiality; (iii) is obtained without restriction from a source having a bona fide right to use and disclose the information without restriction as to further use or disclosure; or (iv) is subsequently developed by the Firm through entirely independent efforts. Subject to sunshine law constraints, the Firm is subject to ethical rules which prohibit the disclosure of confidential information obtained in representing the Districts which could be used to the Districts disadvantage in any such other representation, and the Firm will not take a position adverse to the Districts in any litigation or dispute arising directly out of any specific representation of the Districts. The Firm will advise the Districts, and withdraw from representation of the Districts, if representation of the Districts could adversely affect the judgment or quality of services to be rendered by the Firm in its representation of the Districts and/or result in a material, actual or perceived conflict of interest and/or if such representation has violated, violates, will violate or

LATHAM, SHUKER, EDEN & BEAUDINE, LLP


October 16, 2018

Page 5

threatens to violate, traditional ethical standards imposed by the Rules Regulating the Florida Bar, especially Rule 4-1.7, or violates any provisions of the Florida Statutes.

We apologize for the formality of this letter. However, we believe it is essential for the protection of both the Districts and the Firm to clearly specify the terms of this engagement. If the terms of this letter are acceptable to you, please sign this letter below and return this letter to my attention via facsimile or email. We look forward to working with you.

Very truly yours,


Jan Albanese Carpenter, Esquire
For the Firm

ACCEPTED AND AGREED TO:
POINCIANA COMMUNITY DEVELOPMENT DISTRICT

By: Robert Zimbardi

Name: Robert Zimbardi

Title: Chairman - PCDD

Date: Oct 29, 2018

ACCEPTED AND AGREED TO:
POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT

By: Charles W. Case III

Name: Charles W. Case III

Title: Chairman PWCD

Date: October 29, 2018

SECTION IX

SECTION A

GRAY | ROBINSON
ATTORNEYS AT LAW

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MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

813-273-5014

JOSEPH.COVELLI@GRAY-ROBINSON.COM

October 29, 2018

VIA ELECTRONIC MAIL & OVERNIGHT MAIL

Poinciana Community Development District
Attn: George Flint, District Manager
Vice-President
Governmental Management Services -
Central Florida, LLC
135 West Central Blvd, Suite 320
Orlando, Florida 32801
Email: gflint@gmscfl.com

Hopping Green & Sams PA
Attn: Michael Eckert
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Telephone: (850) 222-7500
Email: MichaelE@hgslaw.com

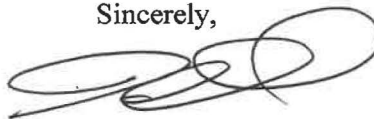
Re: Asset Sale and Purchase Agreement dated December 5, 2016, as amended from time to time (collectively, the "Agreement"), by and between Avatar Properties Inc. ("Seller") and Poinciana Community Development District ("Buyer"), pertaining to the proposed purchase and sale of certain facilities located in Polk County, Florida.
Client-Matter No. 376463-1

Gentlemen:

As you are aware, we are counsel to Seller in connection with the above-referenced Agreement and are authorized to provide this letter on its behalf. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. Pursuant to that certain Fourteenth Amendment to the Agreement dated September 21, 2018, Seller elected to extend the Validation Date to November 15, 2018. Unfortunately, as you are aware, given the current status of this matter, it is presently not feasible for the Buyer to obtain the Bond Validation on or before November 15, 2018 and the Seller does not wish to further extend the Validation Date. Accordingly, Seller hereby elects to terminate the Agreement pursuant to Section 4.2(v) of the Agreement. Although we regret that the parties were not able to consummate the transaction contemplated by the Agreement, we do believe Seller's election to terminate the Agreement is in the best interest of the Solivita community at this time and we appreciate all of the time and effort that was put into the transaction.

If you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Sincerely,



Joseph P. Covelli

cc: Todd Merrill (via email)
Kristy Boss (via email)
Jan Albanese Carpenter, Esq. (via email)

11177720 v1

www.gray-robinson.com



SECTION B

GRAY | ROBINSON
ATTORNEYS AT LAW

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ORLANDO
TALLAHASSEE
TAMPA

Joseph Covelli

813-273-5014

JOSEPH.COVELLI@GRAY-ROBINSON.COM

October 29, 2018

**VIA OVERNIGHT MAIL &
ELECTRONIC MAIL**

Poinciana Community Development District
Attn: George Flint, District Manager
Vice-President
Governmental Management Services -
Central Florida, LLC
135 West Central Blvd, Suite 320
Orlando, Florida 32801
Email: gflint@gmscfl.com

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Michael C. Eckert
Email: MichaelE@hgslaw.com

Re: Bond Financing Team Funding Agreement, as amended from time to time
("Agreement") by and between Poinciana Community Development District, a local
unit of special-purpose government established pursuant to Chapter 190, *Florida
Statutes* (the "District") and Avatar Properties, Inc., a Delaware corporation (the
"Developer") dated as of April 20, 2016.
Client-Matter No. 376463-1

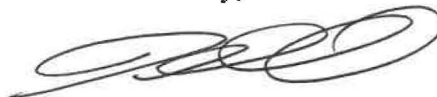
Dear Mr. Flint and Mr. Eckert:

Our firm represents the above-referenced Developer in connection with the Agreement and we
are authorized to provide this letter on its behalf. Capitalized terms not otherwise defined herein shall
have the meaning set forth in the Agreement.

In accordance with Section 2 of the Agreement, Developer hereby provides notice that Developer
elects to terminate Developer's obligation to provide funding to the District pursuant to Section 1 of the
Agreement. Notwithstanding anything herein to the contrary, other than Developer's obligation to
provide funding to the District, all other rights and obligations of both Developer and the District pursuant
to the Agreement shall remain in full force and effect.

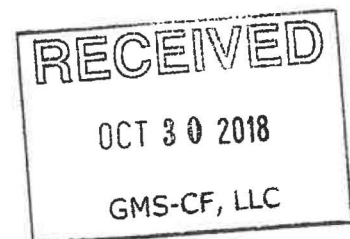
Should you have any questions, please call.

Sincerely,



Joseph P. Covelli

cc: Todd Merrill (via email)
Kristy Boss (via email)
Jan Albanese Carpenter, Esq. (via email)



SECTION C

RESOLUTION 2019-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT DIRECTING DISMISSAL OF THE PENDING BOND VALIDATION CASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Poinciana West Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and located entirely within Polk County, Florida; and

WHEREAS, the District is authorized by Chapters 170, 190, and 197, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain capital improvements and to impose, levy and collect debt service special assessments to finance such improvements; and

WHEREAS, the Board of Supervisors (the “Board”) of the District previously authorized the filing of a bond validation case in connection with the purchase and construction of certain amenity improvements; and

WHEREAS, on October 29, 2018, Avatar Properties Inc. has terminated the Asset Sale and Purchase Agreement dated December 5, 2016 (“Termination”), which formed a material basis for the purpose of the bond validation case; and

WHEREAS, as a result of the Termination, the District now desires to direct staff to file a voluntary dismissal without prejudice of the pending bond validation case, bearing the designation Case No. 2017-CA-003547.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT:

- 1. DISMISSAL OF BOND VALIDATION CASE.** District Counsel is hereby directed to file a notice of dismissal without prejudice of the pending bond validation case, bearing the designation Case No. 2017-CA-003547.
- 2. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 28th day of November, 2018.

ATTEST:

**BOARD OF SUPERVISORS OF THE
POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

SECTION D

RESOLUTION 2019-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTIONS 2018-02, 2018-03, 2018-05, 2018-09, 2018-10 and 2018-13; NULLIFYING AND CANCELLING PRIOR AMENITY DEBT SPECIAL ASSESSMENTS; AUTHORIZING AN UPDATE TO THE IMPROVEMENT LIEN BOOK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Poinciana West Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and located entirely within Polk County, Florida; and

WHEREAS, the District is authorized by Chapters 170, 190, and 197, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain capital improvements and to impose, levy and collect debt service special assessments to finance such improvements; and

WHEREAS, the Board of Supervisors (the “Board”) of the District previously adopted Resolution Nos. 2018-02, 2018-03, 2018-05, 2018-09, 2018-10 and 2018-13 (hereinafter the “Prior Amenity Debt Assessment Resolutions”) levying and imposing debt service special assessments on benefitted properties within the District to fund the acquisition, construction, and/or reconstruction of certain amenity improvements and facilities (the “Prior Amenity Debt Assessments”); and

WHEREAS, on October 29, 2018, Avatar Properties Inc. has terminated the Asset Sale and Purchase Agreement dated December 5, 2016 (“Termination”), which formed a material part of the basis for the Prior Amenity Debt Assessment Resolutions;

WHEREAS, as a result of the Termination, the District now accordingly desires to rescind the Prior Amenity Debt Assessment Resolutions, including exhibits thereto, and to nullify and cancel the Prior Amenity Debt Assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT:

1. RESCISSION OF PRIOR AMENITY DEBT ASSESSMENT RESOLUTIONS; NULLIFICATION AND CANCELLATION OF PRIOR AMENITY DEBT ASSESSMENTS. By adoption of this Resolution, the District hereby rescinds the Prior Amenity Debt Assessment Resolutions, including exhibits thereto, which, as of the date hereof, shall be of no force and effect. Accordingly, the Prior Amenity Debt Assessments previously levied by the District are hereby nullified and cancelled. Such cancellation only applies to the Prior Amenity Debt Assessments and not to any other forms of special assessments that may have been previously levied and imposed by the District (e.g., other debt service assessments or operations and maintenance assessments).

2. **IMPROVEMENT LIEN BOOK.** The District Manager is hereby directed to update the District's improvement lien book to reflect that any Prior Amenity Debt Assessments are hereby nullified and cancelled.

3. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 28th day of November, 2018.

ATTEST:

**BOARD OF SUPERVISORS OF THE
POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

SECTION E

Prepared by and Return to:
Michael C. Eckert
Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

**AGREEMENT TERMINATING
AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN POINCIANA
COMMUNITY DEVELOPMENT DISTRICT AND POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT REGARDING MUTUAL COOPERATION FOR THE
FINANCING, OPERATION AND MAINTENANCE OF CERTAIN AMENITIES TO BE
ACQUIRED, RECONSTRUCTED AND CONSTRUCTED**

THIS AGREEMENT is made by and between the **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government located in the Polk County, Florida ("PCDD"), and the **POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government located in Polk County, Florida ("PWCD") (collectively referred to herein as the "Districts") (this agreement hereinafter referred to as the "Termination Agreement").

RECITALS

WHEREAS, the Districts have previously entered into an AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT AND POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT REGARDING MUTUAL COOPERATION FOR THE FINANCING, OPERATION AND MAINTENANCE OF CERTAIN AMENITIES TO BE ACQUIRED, RECONSTRUCTED AND CONSTRUCTED recorded at Polk County Official Record Book 10426, Pages 273-492 ("Interlocal Agreement"); and

WHEREAS, a material basis for the Interlocal Agreement was the ASSET SALE AND PURCHASE AGREEMENT between the PCDD and Avatar Properties Inc. dated December 5, 2016, as amended from time to time ("PSA"); and

WHEREAS, on October 29, 2018, Avatar Properties Inc. has terminated the PSA, thereby frustrating the underlying purpose of the Interlocal Agreement; and

WHEREAS, the Districts now desire to terminate the Interlocal Agreement.

SECTION 1. RECITALS AND AUTHORITY. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Termination Agreement. This Termination Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 189, and 190, *Florida Statutes*, and the Florida Constitution.

SECTION 2. MUTUAL TERMINATION. The Districts hereby mutually terminate the Interlocal Agreement. District staff is hereby directed to file this Termination Agreement with the Clerk of the Circuit Court of Polk County, Florida.

SECTION 3. EXECUTION IN COUNTERPARTS. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 4. EFFECTIVE DATE. This Termination Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Polk County, Florida, in accordance with the requirements of section 163.01(11), *Florida Statutes*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Termination Agreement as of the 28th day of November, 2018.

Witness:

**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT**

Print Name

By: _____
Chairperson

Witness:

Attest: _____
Secretary

Print Name

Witness:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name

By: _____
Chairperson

Witness:

Attest: _____
Secretary

Print Name

SECTION F

*This item was separately
provided by District Counsel*

SECTION X

SECTION C

SECTION 1

Poinciana West Community Development District

Summary of Check Register

August 1, 2018 to November 20, 2018

Fund	Date	Check No.'s		Amount
General Fund	8/3/18	1470-1475	\$	12,572.87
	8/6/18	1476	\$	5,425.12
	8/9/18	1477-1478	\$	4,331.15
	8/16/18	1479	\$	14,276.45
	8/22/18	1480-1482	\$	3,505.81
	8/30/18	1483-1485	\$	9,702.76
	9/6/18	1486-1488	\$	6,878.10
	9/13/18	1489	\$	56.90
	9/14/18	1490	\$	5,418.28
	9/15/18	1491	\$	16.53
	9/20/18	1492-1493	\$	7,058.90
	9/28/18	1494	\$	9,000.00
	10/2/18	1495	\$	4,691.16
	10/8/18	1496	\$	5,295.25
	10/16/18	1497-1498	\$	1,267.17
	10/25/18	1499-1502	\$	6,758.33
	11/2/18	1503-1505	\$	8,622.88
	11/15/18	1506	\$	5,169.55
			\$	110,047.21
Payroll	<u>August 2018</u>			
	Joseph Gecewicz	50031	\$	184.70
	Shirley Bzdewka	50032	\$	184.70
	William Brown	50033	\$	184.70
			\$	554.10
			\$	110,601.31

AP300R

*** CHECK DATES 08/01/2018 - 11/20/2018 ***

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 11/20/18

PAGE 1

POINCIANA WEST - 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 #
8/03/18	00005	8/01/18 6365542	201808 320-53800-47100	MOSQUITO MGMT SERV. AUG18	*	1,833.33	
				CLARKE ENVIRONMENTAL MOSQUITO			1,833.33 001470
8/03/18	00020	7/16/18 1895	201807 320-53800-47000	AQUATIC MAINT SRVC JUL18	*	2,702.46	
				CLARKE AQUATIC SERVICES, INC			2,702.46 001471
8/03/18	00007	8/01/18 2962	201808 320-53800-46200	LAWN MAINTENANCE AUG18	*	4,691.16	
				FLORALAWN 2, LLC			4,691.16 001472
8/03/18	00016	7/31/18 2127770	201807 310-51300-31100	INTERIM ENG. SRVCS. JUL18	*	2,947.50	
				GAI CONSULTANTS, INC			2,947.50 001473
8/03/18	00010	7/01/18 L060G0II	201806 310-51300-48000	NOT. JOINT MEETING 7/9/18	*	145.25	
				THE LEDGER			145.25 001474
8/03/18	00010	7/11/18 L060G0IJ	201807 310-51300-48000	NOTICE OF MEETING 7/18/18	*	253.17	
				THE LEDGER			253.17 001475
8/06/18	00001	8/01/18 20	201808 310-51300-34000	MANAGEMENT FEES AUG18	*	3,750.00	
		8/01/18 20	201808 310-51300-35200	INFO TECHNOLOGY AUG18	*	125.00	
		8/01/18 20	201808 310-51300-31300	DISSEMINATION FEE AUG18	*	416.67	
		8/01/18 20	201808 310-51300-51000	OFFICE SUPPLIES	*	17.77	
		8/01/18 20	201808 310-51300-42000	POSTAGE	*	32.46	
		8/01/18 20	201808 310-51300-42500	COPIES	*	236.70	
		8/01/18 20	201808 310-51300-41000	TELEPHONE	*	13.19	
		8/01/18 21	201808 320-53800-12000	FIELD MANAGEMENT AUG18	*	833.33	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			5,425.12 001476
8/09/18	00021	8/06/18 9065169	201808 310-51300-42500	MAIL NOTICE COPIES AUG18	*	263.09	
		8/06/18 9065169	201808 310-51300-42000	MAIL NOTICE POSTAGE AUG18	*	538.06	

POIW POIN WEST CDD TVISCARRA

*** CHECK DATES 08/01/2018 - 11/20/2018 ***

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		8/06/18 9065169	201808 310-51300-51000		*	115.00	
		MAIL NOTICE ENVELOPES					
		ACTION MAIL SERVICES INC.					916.15 001477
8/09/18 00022		7/03/18 20897 00	201806 310-51300-32200		*	3,415.00	
		FY2017 AUDIT FEE					
		BERGER TOOMBS ELAM GAINES & FRANK					3,415.00 001478
8/16/18 00023		8/08/18 4651610	201808 300-13100-10200		*	11,177.52	
		PROP. APPRAISER FEE					
		8/08/18 4651610	201808 310-51300-49100		*	3,098.93	
		PROP. APPRAISER FEE					
		POLK COUNTY PROPERTY APPRAISER					14,276.45 001479
8/22/18 00020		8/15/18 2100	201808 320-53800-47000		*	2,702.46	
		AQUATIC MAINT. SRVC AUG18					
		CLARKE AQUATIC SERVICES, INC					2,702.46 001480
8/22/18 00008		8/14/18 6-275-17	201808 310-51300-42000		*	54.35	
		DELIVERY 08/09/18					
		FEDEX					54.35 001481
8/22/18 00010		8/05/18 L060G0IJ	201807 310-51300-48000		*	374.50	
		NOT. FY19 BUDGET ADOPTION					
		8/05/18 L060G0IJ	201808 310-51300-48000		*	374.50	
		NOT. FY19 BUDGET ADOPTION					
		THE LEDGER					749.00 001482
8/30/18 00016		8/28/18 2128825	201808 310-51300-31100		*	931.25	
		INTERIM ENG. SRVCS-AUG18					
		GAI CONSULTANTS, INC					931.25 001483
8/30/18 00002		8/24/18 102250	201807 310-51300-31500		*	4,158.65	
		GEN.COUNSEL/MTHLY MTG JUL					
		HOPPING GREEN & SAMS					4,158.65 001484
8/30/18 00010		8/20/18 LH335030	201808 310-51300-48000		*	2,306.43	
		NOT.OF SPECIAL ASMT-08/13					
		8/20/18 LH335030	201808 310-51300-48000		*	2,306.43	
		NOT. OF ADOPT. ASMT-08/20					
		THE LEDGER					4,612.86 001485
9/06/18 00005		9/04/18 6365670	201809 320-53800-47100		*	1,833.33	
		MOSQUITO MGMT.SERV.SEP18					
		CLARKE ENVIRONMENTAL MOSQUITO					1,833.33 001486

POIW POIN WEST CDD TVISCARRA

*** CHECK DATES 08/01/2018 - 11/20/2018 ***

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/06/18	00007	9/01/18	3035 201809 320-53800-46200 LAWN MAINTENANCE SEP18	FLORALAWN 2, LLC	*	4,691.16	4,691.16 001487
9/06/18	00002	5/21/18	100366 201804 300-13100-10000 PROJECT CONSTRUCTION APR.		*	136.61	
		6/22/18	100983 201805 300-13100-10000 PROJ. CONSTRUCTION MAY18		*	155.00	
		8/24/18	102251 201807 300-13100-10000 PROJECT CONSTRUCTION JUL	HOPPING GREEN & SAMS	*	62.00	353.61 001488
9/13/18	00008	9/04/18	6-296-71 201808 310-51300-42000 DELIVERY 08/29/18	FEDEX	*	56.90	56.90 001489
9/14/18	00001	9/04/18	22 201809 310-51300-34000 MANAGEMENT FEES-SEP18		*	3,750.00	
		9/04/18	22 201809 310-51300-35200 INFORMATION TECH-SEP18		*	125.00	
		9/04/18	22 201809 310-51300-31300 DISSEMINATION FEES-SEP18		*	416.67	
		9/04/18	22 201809 310-51300-51000 OFFICE SUPPLIES		*	33.37	
		9/04/18	22 201809 310-51300-42000 POSTAGE		*	31.91	
		9/04/18	22 201809 310-51300-42500 COPIES		*	228.00	
		9/04/18	23 201809 320-53800-12000 FIELD MANAGEMENT-SEP18	GOVERNMENTAL MANAGEMENT SERVICES-CF	*	833.33	5,418.28 001490
9/15/18	00013	9/15/18	09152018 201809 300-20700-10000 FY18 DEBT SERVICE ASSESS	POINCIANA WEST CDD C/O USBANK	*	16.53	16.53 001491
9/20/18	00020	9/17/18	2261 201809 320-53800-47000 AQUATIC MAINT. SRVC SEP18	CLARKE AQUATIC SERVICES, INC	*	2,702.46	2,702.46 001492
9/20/18	00002	9/17/18	102656 201808 310-51300-31500 GEN.COUNSEL/MTHLY MTG SEP	HOPPING GREEN & SAMS	*	4,356.44	4,356.44 001493
9/28/18	00012	9/28/18	57505 201809 300-15500-10000 FY19 BUSINESS AUTO INSUR.		*	500.00	

POIW POIN WEST CDD TVISCARRA

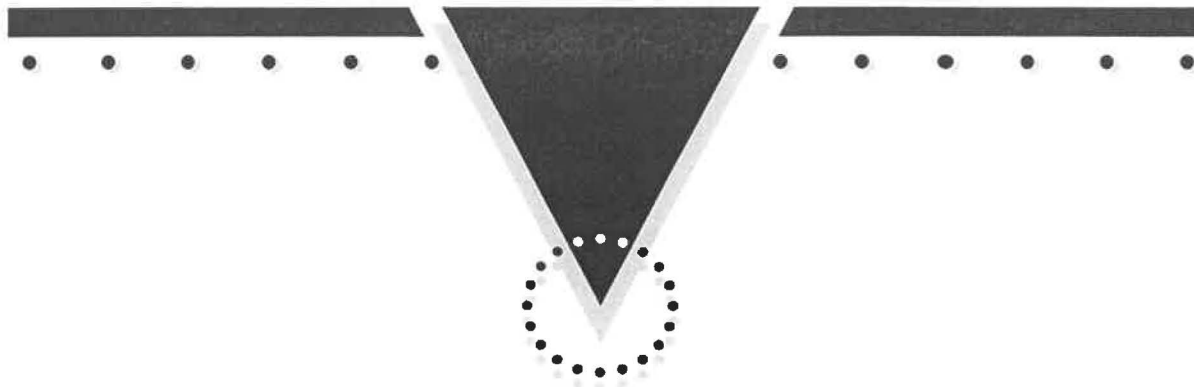
*** CHECK DATES 08/01/2018 - 11/20/2018 ***

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		9/28/18 57505	201809 300-15500-10000		*	4,500.00	
		FY19 GENERAL LIABILITY					
		9/28/18 57505	201809 300-15500-10000		*	4,000.00	
		FY19 PUBLIC OFFICIAL LIAB					
				PUBLIC RISK INSURANCE AGENCY			9,000.00 001494
10/02/18 00007		10/01/18 3090	201810 320-53800-46200		*	4,691.16	
		LAWN MAINTENANCE OCT18					
				FLORALAWN 2, LLC			4,691.16 001495
10/08/18 00001		10/01/18 24	201810 310-51300-34000		*	3,750.00	
		MANAGEMENT FEE-OCT18					
		10/01/18 24	201810 310-51300-35200		*	125.00	
		INFORMATION TECH-OCT18					
		10/01/18 24	201810 310-51300-31300		*	416.67	
		DISSEMINATION SVES-OCT18					
		10/01/18 24	201810 310-51300-51000		*	.75	
		OFFICE SUPPLIES					
		10/01/18 24	201810 310-51300-42000		*	23.90	
		POSTAGE					
		10/01/18 24	201810 310-51300-42500		*	120.30	
		COPIES					
		10/01/18 25	201810 320-53800-12000		*	833.33	
		FIELD MANAGEMENT-OCT18					
		10/01/18 25	201810 310-51300-42000		*	25.30	
		USPS					
				GOVERNMENTAL MANAGEMENT SERVICES-CF			5,295.25 001496
10/16/18 00016		10/05/18 2130065	201809 310-51300-31100		*	930.00	
		INTERIM ENG. SRVCS-SEP18					
				GAI CONSULTANTS, INC			930.00 001497
10/16/18 00010		9/21/18 L060G0IM	201809 310-51300-48000		*	337.17	
		NOT.OF FY19 MEETING DATES					
				THE LEDGER			337.17 001498
10/25/18 00005		10/15/18 1004602	201810 320-53800-47100		*	1,833.33	
		MOSQUITO MGMT SERV OCT18					
				CLARKE ENVIRONMENTAL MOSQUITO			1,833.33 001499
10/25/18 00020		10/15/18 2515	201810 320-53800-47000		*	4,750.00	
		AQUATIC MAINT. SRVC OCT18					
				CLARKE AQUATIC SERVICES, INC			4,750.00 001500
10/25/18 00006		10/01/18 72599	201810 310-51300-54000		*	175.00	
		FY19 SPECIAL DISTRICT FEE					
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 001501

POIW POIN WEST CDD TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/30/18	00024	10/30/18 01172018	201810 310-51300-11000		*	184.70	
		REPLACE CHK#50005 1/17/18					
		10/30/18 01172018	201810 310-51300-11000		V	184.70-	
		REPLACE CHK#50005 1/17/18					
				WILLIAM T. BROWN			.00 001502
11/02/18	00025	10/18/18 18-1936	201810 320-53800-49000		*	1,650.00	
		RESTORE 2 MANHOLES					
				ALL TERRAIN TRACTOR SERVICE, INC.			1,650.00 001503
11/02/18	00007	11/01/18 3160	201811 320-53800-46200		*	4,691.16	
		LAWN MAINTENANCE NOV18					
				FLORALAWN 2, LLC			4,691.16 001504
11/02/18	00002	10/25/18 103491	201809 310-51300-31500		*	2,281.72	
		GENERAL COUNSEL/MTHLY MTG					
				HOPPING GREEN & SAMS			2,281.72 001505
11/15/18	00001	11/01/18 26	201811 310-51300-34000		*	3,750.00	
		MANAGEMENT FEES-NOV18					
		11/01/18 26	201811 310-51300-35200		*	125.00	
		INFORMATION TECH-NOV18					
		11/01/18 26	201811 310-51300-31300		*	416.67	
		DISSEMINATION-NOV18					
		11/01/18 26	201811 310-51300-51000		*	.24	
		OFFICE SUPPLIES					
		11/01/18 26	201811 310-51300-42000		*	25.08	
		POSTAGE					
		11/01/18 26	201811 310-51300-42500		*	6.60	
		COPIES					
		11/01/18 26	201811 310-51300-41000		*	12.63	
		TELEPHONE					
		11/01/18 27	201811 320-53800-12000		*	833.33	
		FIELD MANAGEMENT-NOV18					
				GOVERNMENTAL MANAGEMENT SERVICES-CF			5,169.55 001506
TOTAL FOR BANK A						110,047.21	
TOTAL FOR REGISTER						110,047.21	

SECTION 2



Poinciana West
Community Development District

Unaudited Financial Reporting

October 31, 2018



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Debt Service Income Statement</u>
4	<u>Month to Month</u>
5	<u>FY19 Assessment Receipt Schedule</u>

Poinciana West
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
October 31, 2018

	General Fund	Debt Service Fund	Totals 2019
<u>ASSETS:</u>			
<u>CASH</u>			
OPERATING ACCOUNT - SUNTRUST	\$46,884	---	\$46,884
MONEY MARKET ACCOUNT	\$486,805	---	\$486,805
ASSESSMENT RECEIVABLE	\$2,537	---	\$2,537
<u>INVESTMENTS</u>			
SERIES 2017			
RESERVE R1	---	\$391,646	\$391,646
RESERVE R2	---	\$121,746	\$121,746
REVENUE	---	\$302,606	\$302,606
REDEMPTION R1	---	\$2,133	\$2,133
REDEMPTION R2	---	\$528	\$528
DUE FROM DEVELOPER	\$3,136	---	\$3,136
DUE FROM DEBT SERVICE	\$11,178	---	\$11,178
TOTAL ASSETS	\$550,539	\$818,658	\$1,369,197
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$7,067	---	\$7,067
DUE FROM GENERAL FUND	---	\$11,178	\$11,178
<u>FUND EQUITY:</u>			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE 2017	---	\$807,481	\$807,481
OPERATING RESERVE	\$65,156	---	\$65,156
UNASSIGNED	\$478,316	---	\$478,316
TOTAL LIABILITIES & FUND EQUITY	\$550,539	\$818,658	\$1,369,197

Poinciana West

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/18	ACTUAL THRU 10/31/18	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX COLLECTOR	\$291,294	\$0	\$0	\$0
INTEREST	\$3,000	\$250	\$413	\$163
TOTAL REVENUES	\$294,294	\$250	\$413	\$163
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISOR FEES	\$12,000	\$1,000	\$0	\$1,000
FICA EXPENSE	\$918	\$77	\$0	\$77
ENGINEERING	\$20,000	\$1,667	\$0	\$1,667
ATTORNEY	\$50,000	\$4,167	\$0	\$4,167
ARBITRAGE	\$450	\$0	\$0	\$0
DISSEMINATION	\$5,000	\$417	\$417	(\$0)
ANNUAL AUDIT	\$3,415	\$0	\$0	\$0
TRUSTEE FEES	\$7,050	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0
MANAGEMENT FEES	\$45,000	\$3,750	\$3,750	\$0
INFORMATION TECHNOLOGY	\$1,500	\$125	\$125	\$0
TELEPHONE	\$100	\$8	\$0	\$8
POSTAGE	\$3,000	\$250	\$49	\$201
PRINTING & BINDING	\$1,500	\$125	\$120	\$5
INSURANCE	\$10,883	\$10,883	\$9,000	\$1,883
LEGAL ADVERTISING	\$2,500	\$208	\$0	\$208
OTHER CURRENT CHARGES	\$636	\$53	\$49	\$4
OFFICE SUPPLIES	\$200	\$17	\$1	\$16
PROPERTY APPRAISER	\$6,198	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<u>FIELD:</u>				
FIELD MANAGEMENT	\$10,000	\$833	\$833	\$0
LANDSCAPE MAINTENANCE	\$56,294	\$4,691	\$4,691	\$0
AQUATIC CONTROL MAINTENANCE	\$57,000	\$4,750	\$4,750	\$0
AQUATIC MIDGE MANAGEMENT	\$32,000	\$2,667	\$1,833	\$833
R&M PLANT REPLACEMENT	\$10,000	\$833	\$0	\$833
STORM STRUCTURES REPAIRS	\$0	\$0	\$0	\$0
CONTINGENCY	\$10,000	\$833	\$1,650	(\$817)
CAPITAL OUTLAY	\$20,000	\$1,667	\$0	\$1,667
TOTAL EXPENDITURES	\$370,819	\$39,195	\$27,444	\$11,752
EXCESS REVENUES (EXPENDITURES)	(\$76,525)		(\$27,030)	
FUND BALANCE - BEGINNING	\$76,525		\$505,346	
FUND BALANCE - ENDING	\$0		\$478,316	

Poinciana West

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2017

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending October 31, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/18	ACTUAL THRU 10/31/18	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX COLLECTOR	\$1,050,687	\$0	\$0	\$0
INTEREST	\$100	\$8	\$205	\$196
TOTAL REVENUES	\$1,050,787	\$8	\$205	\$196
<u>EXPENDITURES:</u>				
ADMINISTRATIVE				
PROPERTY APPRAISER	\$22,355	\$0	\$0	\$0
SERIES 2017 R-1				
INTEREST - 11/1	\$194,316	\$0	\$0	\$0
PRINCIPAL - 05/1	\$395,000	\$0	\$0	\$0
INTEREST - 05/1	\$194,316	\$0	\$0	\$0
SERIES 2017 R-2				
INTEREST - 11/1	\$75,831	\$0	\$0	\$0
PRINCIPAL - 05/1	\$85,000	\$0	\$0	\$0
INTEREST - 05/1	\$75,831	\$0	\$0	\$0
TOTAL EXPENDITURES	\$1,042,649	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$8,138		\$205	
FUND BALANCE - BEGINNING	\$292,350		\$807,276	
FUND BALANCE - ENDING	\$300,488		\$807,481	

**Poinciana West
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX COLLECTOR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INTEREST	\$413	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$413
TOTAL REVENUES	\$413	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$413
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750
INFORMATION TECHNOLOGY	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$49	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49
PRINTING & BINDING	\$120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120
INSURANCE	\$9,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$49	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49
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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$833
LANDSCAPE MAINTENANCE	\$4,691	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,691
AQUATIC CONTROL MAINTENANCE	\$4,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,750
AQUATIC MIDGE MANAGEMENT	\$1,833	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,833
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	\$1,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$27,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,444
EXCESS REVENUES/(EXPENDITURES)	(\$27,030)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$27,030)

MAINTENANCE

GROSS ASSESSMENTS	\$	309,892.74
CERTIFIED NET ASSESSMENTS	\$	291,299.18
		100%

DATE	DISTRIBUTION	GROSS ASSESSMENTS RECEIVED	DISCOUNTS	COMMISSIONS PAID	INTEREST INCOME	NET ASSESSMENTS RECEIVED	GENERAL FUND
11/14/18	ACH	\$ 1,305.99	\$ 52.22	\$ 25.08	\$ -	\$ 1,228.69	\$ 1,228.69
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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TOTAL COLLECTED		\$ 1,305.99	\$ 52.22	\$ 25.08	\$ -	\$ 1,228.69	\$ 1,228.69
PERCENTAGE COLLECTED							0%

DEBT SERVICE

GROSS ASSESSMENTS	\$	1,117,752.24
CERTIFIED NET ASSESSMENTS	\$	1,050,687.11
		100%

DATE	DISTRIBUTION	GROSS ASSESSMENTS RECEIVED	DISCOUNTS	COMMISSIONS PAID	INTEREST INCOME	NET ASSESSMENTS RECEIVED	DEBT SERVICE FUND
11/14/18	ACH	\$ 4,806.06	\$ 192.22	\$ 92.28	\$ -	\$ 4,521.56	\$ 4,521.56
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COLLECTED		\$ 4,806.06	\$ 192.22	\$ 92.28	\$ -	\$ 4,521.56	\$ 4,521.56
PERCENTAGE COLLECTED							0%

SECTION D

SECTION 1

Poinciana West Community Development District



November 28, 2018
Clayton Smith - Field Services Manager
GMS

Poinciana West
Community Development District

Field Management Report

November 28, 2018

To: George Flint
District Manager
From: Clayton Smith
Field Services Manager

RE: Poinciana CDD – November 28, 2018

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

Completed Items

Manhole Repair



- ✚ Two buried manholes on Indian Wells Ave were raised.
- ✚ The sod was replaced.

Hydrilla Treatments

- ✚ Ponds with hydrilla in Poinciana West CDD have been treated with positive results.
- ✚ Treatment will be an ongoing process.



In Progress

Dry Pond Maintenance



Improvements to the maintenance of the dry ponds.



Cleaning Unsightly brush and debris from dry ponds.



Dry Ponds become overgrown during the rainy seasons.



Contractor is steadily getting the ponds mowed back down.



In Progress

Pond Aquatic Maintenance

- ✚ Spraying and management of aquatic weeds and algae is ongoing.
- ✚ Contractor aware of current algae and hydrilla issues and is acting accordingly.
- ✚ Many ponds have shown positive results after treatments.



Clarke Reports

Midge Control Reports

PWCDD Truck ULV	Ponds 5, 8, & 9	9/5/18	9/5/18	2.2	mi	0.48	gal
PWCDD ATV ULV	Ponds 5, 8, & 9	9/6/18	9/6/18	2	mi	0.29	gal
PWCDD Truck ULV	Ponds 5, 8, & 9	9/10/18	9/10/18	2.2	mi	0.48	gal
PWCDD ATV ULV	Ponds 5, 8, & 9	9/13/18	9/13/18	2.1	mi	0.31	gal
PWCDD Truck ULV	Ponds 5, 8, & 9	9/17/18	9/17/18	2.2	mi	0.49	gal
PWCDD ATV ULV	Ponds 5, 8, & 9	9/20/18	9/20/18	2	mi	0.3	gal
PWCDD Truck ULV	Ponds 5, 8, & 9	9/24/18	9/24/18	2	mi	0.44	gal
PWCDD ATV ULV	Ponds 5, 8, & 9	9/26/18	9/26/18	2.2	mi	0.32	gal
Total For The Month				16.90	mi	3.11	gal

Abate 5% Pellets Larvicide Ponds							
Pond 5 & 9		9/17/18	9/17/18	5.50055	ac	44	lb
Total For The Month				5.50	ac	44.00	lb

Abate 4E Larvicide Ponds							
Pond 8		9/20/18	9/20/18	13.354701	ac	20	oz
Total For The Month				13.35	ac	20.00	oz

Clarke Reports

Midge Control Reports



Poinciana West Community Development District
Monthly Midge Treatment Report
October 1, 2018- October 31, 2018

Night Truck Spray

- 8.6 Miles were sprayed

ATV ULV Spray

- 8.3 Miles were sprayed

Backpack Pellet Larvicide

- 5.5 Acres were treated

Boat Larvicide Treatments

- 0 Acres were treated

Clarke Reports

Aquatic Maintenance

Customer Site ID	Treatment Date	Condition/Weeds Treated
Pond 1	10/31/18	Clean
Pond 2	10/31/18	Clean
Pond 3	10/31/18	Clean
Pond 4	10/31/18	Clean
Pond 5	10/31/18	Clean
Pond 6	10/9/18	Filamentous
Pond 7	10/9/18	Filamentous
Pond 8	10/9/18	Filamentous
Pond 9	10/9/18	Filamentous
Pond 10	10/9/18	Filamentous
Pond 10	10/9/18	Hydrilla
Pond 11	10/31/18	Clean
Pond 12	10/9/18	Filamentous
Pond 12	10/9/18	Hydrilla
Pond 13	10/31/18	Clean
Pond 15	10/31/18	Clean
Pond 16	10/31/18	Clean
Pond 17	10/31/18	Clean
Pond 18	10/31/18	Clean
Pond 20	10/9/18	Filamentous
Pond 21	10/9/18	Filamentous
Pond 22	10/9/18	Filamentous
4A	10/31/18	Clean
16A	10/31/18	Clean

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

SECTION 2

Customer Complaint Log Poinciana West CDD

Date	Resident	Address	Pond	Contact	Complaint	Assigned To	Resolution	Date Resolved
9/7/18	Edward Smith	672 San Joaquin Road	P-3	609-364-6358	Needs mowing along banks	Alan Scheerer/Clayton Smith	Grass now mowed; water was too high for mower to go all the way down at the time of call	9/14/18
9/7/18	Paul Wellens	624 Tapatio Lane	P-9	863-313-3138	Algae on pond	Alan Scheerer/Clayton Smith	Sprayed	9/12/18
9/10/18	Ronald Woodsen	594 San Joaquin Road	P-22	863-496-7295	Midge control & algae	Alan Scheerer/Clayton Smith	Sprayed	9/12/18
9/17/18	Bruce Menzies	532 Villa Park Road	P-6	863-496-5861	Algae on pond	Alan Scheerer/Clayton Smith	Sprayed	9/12/18
10/3/18	Joseph Kretz	624 San Raphael Street	P-7	832-530-7602	Midge control	Alan Scheerer/Clayton Smith	Not a midge contracted pond - Adjacent ponds 8 & 9 treated for airborne midges	10/8/18
10/5/18	Vicki Kengott	779 Shady Canyon Way	P-16	863-313-9155	Trash in pond	Alan Scheerer/Clayton Smith	Contractor inspected and noted pond was clean	10/31/18
10/10/18	German Lopez	783 Barcelona Drive	P-22	305-972-4886	Log in pond	Alan Scheerer/Clayton Smith	No significant logs located after site visit	
10/12/18	Carol Rosario	428 Bel Air Way	P-21		Midge control	Alan Scheerer/Clayton Smith	Not a midge contracted pond; no significant midge issue noticed at time of site visit	
10/12/18	Cindy Snider	432 Bel Air Way	P-21	412-848-8014	Midge control	Alan Scheerer/Clayton Smith	Not a midge contracted pond; no significant midge issue noticed at time of site visit	
10/16/18	Patricia Towers	491 Indian Wells Ave		772-349-0536	Storm Drain	Alan Scheerer/Clayton Smith	Work was completed 10/12; Clayton spoke with resident	10/17/18
11/2/18	Paul Wellens	624 Tapatio Lane	P-9	863-313-3138	Algae on pond	Alan Scheerer/Clayton Smith	Sprayed	10/9/18
11/5/18	Cindy Snider	432 Bel Air Way	P-21	412-848-8014	Midge control	Alan Scheerer/Clayton Smith	Not a midge contracted pond; no significant midge issue noticed at time of site visit	