

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, September 18, 2019 at 9:30 a.m. in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Charles Case	Chairman
Shirley Bzdewka	Assistant Secretary
Peggy Gregory	Assistant Secretary
Roy LaRue	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Eckert	District Counsel
Kathy Leo	District Engineer
Clayton Smith	Field Manager
Pete Deglomine	Clarke
Residents	

The following is a summary of the discussions and actions taken at the September 18, 2019 Poinciana West Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Case called the meeting to order, called roll, 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

Ms. Case asked for any public comments about specific agenda items.

Mr. Norm Gundel (419 Fountain Valley Ln) spoke to agenda item 7, the review of Rules of Procedure. He was concerned about changes to Rule 1.3(3) regarding Agenda and Meeting Materials. The amendment states that they are limiting their obligation to make the agenda

materials public. He stated that was a mistake. He noted they are excluding financial statements and informational reports, and the residents should be seeing those materials. In the amendment it states that additional materials may be added or provided under separate cover at the meeting. The resident noted this is already a common practice, and pointed out it doesn't say the material shall be made available electronically. He stated that the amendment needs to say that. The resident stated that materials that come in late, or are provided at the meeting, need to be posted. Anything the Board sees; the residents should see.

Mr. LaRue agreed with Mr. Gundel and stated he planned on bringing the topic up. He stated it was a travesty that the Board couldn't provide information to all the residents.

Mr. Case asked Mr. Eckert if the State Legislature had been passed laws that allowed the Board to amend their rules in such a way. Mr. Eckert clarified that these are the Board's rules, and the Board has discretion on how it drafts its rules as long as it is consistent with local, state and federal laws. Mr. Eckert noted the reason for the change was that many districts were trying to manage their costs associated with posting documents on the website. The new focus on the Americans with Disabilities Act has created additional expense relative to the state-mandated posting of certain documents.

Mr. LaRue asked how it could cost more to put something on the website when they are already providing it to the Board. Mr. Eckert explained that everything posted on the website has to be ADA compliant, which means it has to be accessible to visually impaired people. Mr. Eckert noted when they send the agenda package via email it's not ADA accessible. He explained that the more that is placed on the website the greater the cost to the District. The proposed changes were provided to all 200+ districts his firm represents. Mr. Eckert stated the Board can approve it or reject it, it's up to them. He noted they were just trying to find a way to be efficient with the District's resources on the issue. Mr. Eckert clarified that just because it's not on the website, does not mean it's not a public record. If George gets a request from anybody asking for the financial statements, he will send them.

Mr. Flint noted this was an agenda item, and would be more appropriate to discuss at that time than under the public comment period. Mr. Case stated there is no desire from the board to keep the residents in the dark. Mr. Case asked for any other public comments on the agenda.

A resident noted she had a terrible issue with the midges and asked that they come to her house. Mr. Case noted that Clayton, the Field Manager, was going to address the midge problem

later in the meeting. He also suggested that the resident speak with Clayton directly after the meeting to talk about her experiences.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the July 17, 2019 Meeting

Mr. Case presented the minutes of the July 17, 2019 meeting and asked for comments, questions, or changes. Mr. LaRue asked for an addition to be included in the July 17th minutes. He asked that the following be added; Mr. LaRue requested that the travel expenses be broken out separately because they are paying a rate of \$310 an hour for the attorney to travel to the meeting. He also requested to see the legal charges for the last year.

Mr. LaRue noted he got a reply from the attorney directly after the meeting that showed the Board has on average 2.9 hours per meeting, and they are spending \$900 per meeting for the attorney to drive down and back. Mr. LaRue requested that the full information provided from Mr. Eckert be put in the meeting minutes.

The information provided by Mr. Eckert has been added to these minutes for reference.

Mr. Flint suggested the Board approve the minutes subject to the addition of Mr. LaRue's comments if the Board was amenable.

On MOTION by Ms. Bzdewka, seconded by Mr. Case, with Mr. LaRue and Ms. Gregory being opposed, the Minutes of the July 17, 2019 Meeting were not approved.

Mr. Flint noted that if the minutes were not approved, staff needed to understand why so they could correct them. Mr. Case clarified that the addition would be incorporated that Mr. LaRue requested. He asked why there was still opposition to the minutes. Mr. LaRue noted the minutes could be corrected and they would approve them next month. Mr. Flint stated they would bring them back.

Ms. Gregory stated that her opposition was because they talk about videotaping and transcription every month. She stated that there were always simple things left out.

Mr. Flint stated that the minutes are included in the agenda so the Board can review them and provide feedback. If the Board members see something when they are reviewing, they shouldn't wait until the meeting to address it. The Board members can email Mr. Flint and he can revise the minutes and provide the revised version to the Board. He added that they are

happy to make any changes and they would appreciate any feedback from the Board members in advance of the meeting if they have issues.

Mr. LaRue stated that he has done meeting minutes because he was the Chairman of an activities committee. He stated if you get somebody off the street to do the meeting minutes it doesn't make sense because they have no idea what the background is or what the issues are or how to phrase what they're hearing, it doesn't make sense to them. He stated that having a transcriptionist type the meetings is not acceptable.

Mr. Case reminded the supervisors that the minutes are summary minutes, not verbatim. There is a chance to review them prior to the meeting. He asked Mr. Flint if he received any calls or emails about the minutes. Mr. Flint did not. Mr. Case noted that if there were changes, recommendations, or revisions the Board members should contact the District Manager.

Mr. LaRue noted that he didn't feel he should have to make notes to make sure there isn't anything dropped. Mr. Case stated that when the supervisors accept the opportunity to serve the residents of the community, it is incumbent upon them to review the minutes.

After discussion, the Board decided to table the minutes for approval at the next Board meeting.

FIFTH ORDER OF BUSINESS

Organizational Matters

A. Discussion of Process of Filling Vacancy in Seat #3 with a Term Ending November 2020

Mr. Flint explained that any time there is a vacancy on the Board during the term of office, the remaining Board members vote on that replacement. The Board has flexibility in the process that they use to fill that position. In the past, the Board has chosen to notice the community through local media. The Board requests letters of interest or resumes. Once those are received, the individuals have typically been invited to make a statement to the Board. The Board will deliberate and it will require a majority of the Board to appoint an individual to the Board. That individual would serve through the end of the term of that seat, which is November 2020.

Mr. Case stated he was satisfied with the process they had used in the past. Mr. LaRue asked what the timeline was. Mr. Case suggested that the resumes be back for the next meeting so they could make a decision then. He suggested at least 14 days before the meeting so each Board member could review the resumes or letters.

SIXTH ORDER OF BUSINESS**Discussion of Merger of Poinciana and Poinciana West CDDs**

Mr. Case explained that four years ago the Poinciana and Poinciana West Boards attempted to merge when they became aware that the HOA was merging their Boards. Mr. Case and Mr. Zimbardi, who were the two Chairmen of the Boards, met and discussed the topic at length. They brought information back to both Boards for discussion and both Boards agreed that would be the best way to serve the community. There was a substantial savings somewhere in the \$50,000 to 60,000 range. The two Boards developed an Interlocal Agreement and both Boards approved it. The agreement fundamentally stated that in order to merge the two Boards, the Poinciana West Board would provide two members for the new Board and the Poinciana Board would provide three Board members. Two Poinciana West CDD Board members at that time, Bill Brown and Sidney Rosenberg said they would willingly forfeit their seats in order to make the merger happen. The Poinciana Board had difficulty narrowing down their members to three. In the meantime, the Poinciana West Board decided to fill the vacancy on their Board, and Supervisor Bzdewka was appointed. Ms. Bzdewka agreed that she would willingly give up her seat on the Board if the Boards were to merge in the future.

Mr. Case noted that they were faced with another vacancy. He suggest that anyone who applies put that clause in their agreement that if they are appointed they will willingly forfeit their seat should the Boards merge. Mr. Case asked the Board members who would forfeit their seat on the Board to make the merge happen. Ms. Gregory stated she thought it was premature to ask that. Ms. Gregory asked if Ms. Leo's costs would be cut in half were the Boards to merge, Ms. Leo answered that the administrative time at meetings would go down. The work in the field would be the same. Ms. Gregory stated that the Floralawn contract would not go down in price. Ms. Gregory stated that it was likely that George's price wouldn't go down. Mr. Flint explained their reduction in price would probably be 1/3rd. He noted they would save money on audits, noticing, etc. Ms. Gregory had heard it could cost \$70,000 to \$500,000 to merge the Boards. Ms. Gregory stated that she would like numbers on paper that reflect what the savings would be.

Mr. Case clarified that they obtained numbers four years ago when the Boards attempted to merge. Mr. Eckert presented the estimated administrative savings relative to the CDD merger that would have been done in 2015. It was estimated that each district would save approximately \$25,000 per year. The estimate to go through the merger process was \$15,000 filing fee that goes

to Polk County and the legal fees were \$80,000-\$120,000 altogether. Mr. Eckert stated their estimated return on investment in combining the two Boards was 1.5 to 2.3 years. Mr. Case noted again this information was four years old.

Mr. Case noted that all the numbers are available, and the Interlocal Agreement is done and available. Mr. Case asked the Board members if they were willing to save the residents money in perpetuity.

Ms. Bzdewka stated that she would forfeit her seat if the Boards merged. Mr. LaRue stated that he would not. He stated that when he was elected he won by a 2-1 margin which indicated a mandate from the residents and he intends to remain on the board to carry out the mandate. Mr. Case asked Mr. LaRue if he was willing to merge. Mr. LaRue stated they should get a new set of eyes on the information. He would like an independent person to look at the information and tell them if the numbers are real or not. He stated he did not trust the numbers provided. He stated that he had heard it could cost as much as \$800,000 to merge. Mr. LaRue recommended that Jan Carpenter look at the information and give them a realistic number.

Mr. Eckert noted that he had never given an estimate of \$800,000. The \$80,000 to \$120,000 was based on the last two mergers his office had done with CDD's. Mr. Case agreed that Jan should look at the numbers.

Mr. Case brought up the mandate that Mr. LaRue had previously discussed and indicated that he did not believe the Mr. LaRue had made any progress on the issues he identified during the election. Mr. LaRue noted that there has been no cooperation from the developer. Mr. LaRue stated there is also a lawsuit pending that if it goes their way, is going to provide a significant amount of money.

Mr. Case clarified that he and Ms. Bzdewka would both forfeit their seats to make the merger happen, and they were both for the merger. He stated that he was for saving the residents money.

SEVENTH ORDER OF BUSINESS

Review of Revised Rules of Procedure and Setting a Public Hearing

Mr. Eckert reminded the Board that these are the Board's Rules of Procedure. Mr. Eckert's firm prepares the rules based on feedback from multiple districts. Each district has a choice to adopt or not adopt a change to the rules, unless it is something required by law. Regarding meeting materials, the Board can keep the rules the same but they will need to discuss

whether there is an additional cost. Mr. Eckert noted they provided a memo that summarized the different updates to the rules. The revised rules also include language that if you don't pay your outstanding balance for public records requests, the District does not have to incur additional costs responding to future requests. The state is changing the financial disclosure system that the Board members have to file when they are elected, and annually. They are converting it over the next 2 to 3 years to an electronic system. Instead of being coordinated by the Supervisor of Elections of the county in which the District is located, it will be run by the Commission on Ethics out of Tallahassee. It is intended to make things easier and more accessible to the public. The Districts will have to designate a Financial Disclosure Coordinator and put something in the rules dealing with updates to email addresses. Mr. Eckert explained the flexibility for Board authorization, there are different procedures other than a motion and vote to give authorization. All the Board members can say they are in favor of something to give Board authorization. The statutes say that any discussion about security or fire safety must be done outside of the public meeting. For procedures regarding auditor selection, there is a new statute that says at least one Board member has to be on the Audit Committee. That Board member has to then be the Chair of the Audit Committee. For contract periods, he stated there was a three-year limit. Mr. Eckert noted they raised that to five years. The Board can prequalify contractors if they choose to now. He noted all the Board is doing today is approving the setting of a public hearing. The rules will not go into effect until the Board has that hearing, takes public comment, makes any changes the Board chooses, and then adopts the rules.

Mr. Eckert asked for any comments or questions on the rules. Ms. Gregory inquired about page 33, under b, and she asked why they would take out "understanding of scope." Mr. Eckert explained that the reason they are suggesting taking it out is because it's not required by statute. However, the rules allow the Board to include that as a criteria if they choose to. Mr. LaRue stated he believed they should include it, if they can't understand the scope of work they don't have business doing the work. Mr. Eckert noted that when they send out the audit notices, they get the same four or five audit companies every time. Those companies have done hundreds of CDD audits, they understand the scope of work. Mr. Flint stated that when the Board appoints the Audit Committee, the Board will approve the selection criteria. The Board will have the option of including or excluding price as a criteria. He explained the standard criteria he would bring to the Board's consideration would include understanding of scope, the Board can include

it as a requirement or not. The Board collectively agreed to leave understanding of scope in the Rules of Procedure.

Mr. LaRue brought up Rule 1.3(3) and asked that it be modified. He stated they should provide a full packet of information to the public so they can be informed. Mr. Case stated that in his years on the Board, no Supervisor has tried to keep any information from the public. He suggested that the rule change would give the Board flexibility. Everything would still be public record. Mr. LaRue stated that he wanted the residents to know what is going on, and asked that the following sentences be removed from the rule:

Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.”

Mr. Case told Mr. Eckert to take the sentences out. He asked the Board members if they had any other changes. The Board had none.

Resident Mr. Gundel suggested adding “the additional materials may be added or provided under separate cover at the meeting, and they will be provided electronically.” Mr. Flint noted that they could do that, but if it is included in the rules and he gets a document right before the meeting and he cannot get it posted, then he would be in violation of the rules. Mr. Flint explained that the Board could provide direction that they desire to do that, but he suggested not having it in the rules. Mr. LaRue suggested saying that there will be times when information is not available until after the seven days, and it will be provided electronically as soon as possible. Mr. Eckert stated that he would add the language to the rules.

The Board discussed the meeting date for the public hearing. Mr. Case noted that some Board members will likely be gone or busy during Thanksgiving week. He suggested moving the meeting to the first Wednesday in December. The Board agreed to move the meeting and set the public hearing for December 4, 2019 at 9:30 a.m. Mr. Flint noted that he would check to see if their current location would be available for that date.

On MOTION by Ms. Bzdewka, seconded by Ms. Gregory, with all in favor, Setting the Public Hearing on Revised Rules of Procedure for December 4, 2019 at 9:30 a.m., was approved.

EIGHTH ORDER OF BUSINESS**Discussion of Videotaping Board Meetings**

Mr. Flint reminded the Board that the request at the last meeting was that staff find out who used to tape the meetings. He reached out to Sheri with Evergreen. In the past Evergreen was recording the joint meetings. They agreed to video the meetings if the Board desired, and there would be a \$100 charge per meeting to do that. Mr. Flint asked if both Boards met consecutively if it would still be \$100 or \$200, and Evergreen stated it would be \$100. Therefore, the cost to each Board would be \$50 per meeting when the Boards meet on the same day.

Mr. Flint brought up the issue that if the Board is paying for the video, in effect it becomes the CDD's video. If it is the CDD's video then ADA compliance becomes a factor and the video will need to be closed captioned and there is a cost for that. If it's a third party videotaping the meeting, and posted on a third party website, then it's not the CDD's video and the ADA requirements don't come into play.

Mr. LaRue stated that it is their video only if they specify that in the agreement. Mr. Eckert stated that if the Board is going to be involved in arranging for it, paying for it, etc. it will likely be a public record, and will be something that may need to be made accessible. In the past, the District has not been involved with videotaping. Mr. LaRue inquired about a volunteer that would video and put the recording on the tv channel. Ms. Gregory stated they don't want to own a video, they want to live stream it on Channel 732. Ms. Gregory asked who the \$100 would go to, Mr. Flint assumed the payment was going to Lifestyles, either Evergreen or the HOA possibly. He did not know, he was just told that was the fee.

Mr. Case asked if Craig was able to and willing to recover that as a benefit for the HOA, would that work. Mr. Eckert stated that if the HOA felt they should do that as a service to their members, that was fine. Mr. Case noted that he would talk to Craig about that. Mr. Flint noted that he would be happy to provide the email with cost information to the Chairman.

NINTH ORDER OF BUSINESS**Consideration of Landscape Maintenance Agreement with Floralawn Landscape**

Mr. Flint noted the current agreement with Floralawn expires at the end of September. District Counsel provided the Board with a redlined version. Mr. Flint explained the contract would extend 12 months with this agreement, and the numbers were the same. There are only two ponds left, 19A and 19B. If 19A and 19B are ready to be turned over to the District between

now and the end of this contract, the developer would carry those expenses until the CDD adopts the fiscal year 2021 budget to incorporate those. Mr. Eckert noted a change, it is only a one-year agreement but there is an option for two annual renewals.

Mr. LaRue stated it appeared the CDD was piggybacking onto the residential landscape maintenance service contract, he asked when the HOA contract for residential landscape maintenance expires. If they change services, he noted they would want to attach with that. Mr. Eckert stated it was originally set up to coincide with the HOA's contract in terms of timing. He noted that every contract he gives to the Board has a 30-day termination provision without cause. Mr. LaRue stated the contract does not have a scope of work. He stated if he gave the contract to someone with a mower and told them to fulfill the contract, there is no scope of work. He stated there is only a map from 2013, so it doesn't have the ponds included since then. He stated it needs to be cleaned up, there needs to be a scope of work. He stated that they should list each of the ponds they are supposed to mow, and a rough description of the fact that they are mowing from the waterline to the resident's property.

Mr. Flint noted there is a detailed scope of work in the contract. He stated that Mr. LaRue was referring to the definition of the areas to be maintained. Mr. Flint clarified that Mr. LaRue was wanting a map defining in better detail the areas that are being maintained. Mr. Eckert suggested approving the agreement subject to the changes suggested by Supervisor LaRue. He suggested giving Mr. LaRue final signoff on the form of the document.

On MOTION by Ms. Gregory, seconded by Mr. LaRue, with all in favor, the Landscape Maintenance Agreement with Floralawn Landscape Subject to Changes Requested by Mr. LaRue, was approved subject to final review and approval by Supervisor LaRue.
--

TENTH ORDER OF BUSINESS

Consideration of Proposals for Stocking Pond 6 with Fish

Mr. Flint noted that at the last meeting it was requested that staff get a price to stock Pond 6. Clayton reached out to the fishery they have used previously. He stated that right now it is too hot and December is likely the ideal time to introduce the fish to have maximum survivability of the fish. The cost to stock the pond is less than \$200. The price is an issue because the fisheries have minimums for delivery. Mr. Flint noted they have a \$1,000 minimum for delivering the fish, but they would work with Clarke to figure that out.

Mr. LaRue suggested they put fish in the other ponds if they needed to get more fish. Mr. Flint noted the Board could vote to approve \$1,000 and they could buy fish and put them in different ponds. Mr. Flint noted they usually stock ponds based on a certain number of fish per acre, and staff would work with Clarke to develop a plan as to how the ponds would be stocked. There was Board consensus on the item.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Eckert noted that there is a pending motion to tax costs related the bond validation litigation. The District served discovery timely on the motion and we have not received responses. It was delayed until hearings could be set for early in September. Before the hearing was to take place, Mr. Eckert received an offer that they would provide discovery responses so the hearing was cancelled. Mr. Eckert stated that they received discovery responses and he sent them to the Board yesterday. The responses were insufficient, so they are looking into that issue.

Mr. Eckert stated a motion was filed by the other party to amend their costs to include costs such as attending CDD meetings, public requests, and some other things. They are now seeking an additional \$8,000. He stated he would keep the Board updated. Mr. Eckert stated his firm has reached the not to exceed amount of \$10,000 for legal fees that they agreed to so the Board is not incurring additional attorney's fees associated with this.

Mr. Eckert discussed the issue of minutes. Based on being someone who has litigated cases, he suggested the Board continue with summary minutes versus asking someone who is not a trained court reporter to do a verbatim transcript. He noted if they wanted a verbatim transcript, they should hire a court reporter. He advised the Board not have a verbatim transcript because there is a lot of dialogue at their meetings, the Board debates issues back and forth. Mr. Eckert noted that statements can be taken out of context if you change your mind about an issue. Cities, counties, local governments all do summary minutes. He suggested from a liability standpoint, that the Board continue with summary minutes. Mr. Case stated that was not a new recommendation from their attorney, and Mr. Eckert noted that had been his recommendation for nearly 25 years.

Mr. Case mentioned that Mr. Eckert had been a popular topic at the last few meetings. Mr. Case stated that Poinciana West's attorney is 18% less than the Poinciana attorney in his

hourly fees. Mr. Case noted he had been very satisfied with Mr. Eckert's work for the CDD and stated there had not been a rate increase in a long time.

Mr. LaRue stated at 18% less, by the time you add travel fees they are still way over what the other attorney charges. He stated that Mr. Eckert has offered to consult via phone call and he suggested the Board do that. Mr. Case asked Mr. Eckert how many CDDs does he attend via phone only. Mr. Eckert noted that there are no CDDs he does only via phone, but there are a few CDDs that he will attend meetings in person 2 or 3 times a year and then the rest of the meetings he calls in. Mr. Eckert expressed his concern that if he attended meetings by phone, he wouldn't be able to hear anything. Mr. LaRue stated that supposedly the technology in the Ballroom had been improved. He suggested trying the phone out and if it works he moved that Mr. Eckert attend the next meeting via phone. Mr. Case stated Mr. Eckert will not attend the next meeting via phone. Mr. Case noted that members have tried to attend via phone, but they can't hear. Mr. Case stated he wants their attorney at the meeting to see what's going on if he's going to offer opinions. Mr. Case noted if there is an individual meeting and there's nothing relevant, they can discuss Mr. Eckert attending via phone. Mr. LaRue suggested looking at the phone to see if it works.

B. Engineer

Ms. Leo noted they have been busy helping and supporting the maintenance team. An item was brought up with the Poinciana CDD that she wanted to bring to the Board's attention. Polk County is doing an expansion on Cypress Parkway and Marigold. They awarded that to an engineer at their August County Commission meeting. There will be an alignment study first. She noted as they learn more, they will keep the Board updated. Mr. LaRue asked if the expansion goes through the Parkway east or also west. Ms. Leo explained the expansion is Marigold from Cypress Parkway to Palmetto and Cypress Parkway from Solivita Boulevard west to Solivita Boulevard east.

C. District Manager

i. Approval of Check Register

Mr. Flint presented the Check Register, for the General Fund and Payroll from July 1st through September 11th, totaling \$78,816.55. Mr. Flint asked for any questions. Ms. Gregory asked about the expense in August for "Copies" totaling \$142.35 but the expense in September

was \$34.05. She asked why there was such a large bill in August. Mr. Flint explained if he had time to prepare, he can provide a better answer. He noted the charge will vary from time to time because they have to provide a Record of Proceedings. He explained those don't always get done 1/12 a month, and they still have to be in hard copies. That could be the reason for the spike in that month, the reproduction of the Record of Proceedings.

Ms. Gregory addressed Counsel and noted they had three invoices, one from September, October, and December. The invoices were pulled out of the check register in May and in July the minutes were amended to reflect that those three invoices were pulled out because they pertained to the amenity sale. Now the three invoices are back on the check register. Mr. Eckert noted that the invoices were not related to the amenity sale, that was incorrect. Mr. Eckert explained he had the list of invoices that were in the agenda package. He presented an invoice for \$744 for General Counsel, an invoice for \$2,923 for General Counsel, and an invoice for September for \$2,890.50 for project construction. There's another invoice for October project construction for \$245 and a December project construction for \$496.50. Mr. Eckert explained the reason they have the separate matters is so George can track them and provide them to the Developer for reimbursement because they have a Funding Agreement. That's how they make sure the District gets reimbursement for District Counsel's time relative to pond conveyances so the residents are not paying for services dealing with the pond conveyances. Ultimately, it's a reimbursable from the Developer. Mr. Flint explained that the invoices labeled project construction were being held pending receiving funds from Taylor Morrison, which they had received. Mr. Flint noted the settlement agreement with Poinciana and Taylor Morrison, not related to project construction, but related to amenity costs was approved and they wired the funds. At the same time they paid the project construction funding requests that were outstanding. He stated they were not related to the amenity sale, but Taylor Morrison was holding paying both project construction and amenity costs. The funds were wired the prior week. Ms. Gregory stated they were originally in the main packet, and they pulled them because they knew about the funding agreement. Ms. Gregory was glad Taylor Morrison had paid, but she asked that she receive an email or something that says they have paid. Mr. Flint stated he would be happy to do that.

Ms. Gregory asked Mr. Eckert to give her a summary of the research on Amendment 12 of Chapter 112. Mr. Eckert noted that the amendment was adopted in November 2018. It

basically says that no public official or public employee can abuse their position to obtain a disproportionate benefit for them, their family members, their business, or any business they do business with. Mr. Eckert gave an example, if the CDD wanted to lease a cell tower site to Verizon and a Board member has an individual Verizon phone contract it could give rise to a claim of a violation. Mr. Eckert's office has monitored the Amendment 12 implementation, and it is being implemented in two different places. It is implemented through the Commission on Ethics. The Commission on Ethics had to define what disproportionate benefit means. In addition, they had to define what the intent standard is. The original standard suggested by the Commission on Ethics was that you took an act knowingly, no wrongful intent or bad intent, but you knowingly took an act. The Commission on Ethics, after two or three hearings, finally decided an act has to have wrongful intent, you have to intend you are going to improperly get a disproportional benefit. Mr. Eckert explained the Commission on Ethics is going to be dealing with situations like the cell tower. The second step is legislature that describes penalties and clarifications. That will happen in the legislative session that starts in January.

On MOTION by Ms. Bzdewka, seconded by Ms. Gregory, with all in favor, the Check Register for July 1st through September 11th totaling \$78,816.55, was approved.

i. Balance Sheet and Income Statement

Mr. Flint presented the Unaudited Financial Statements through August 31st. He stated they are over 100% collected on the On Roll Assessments. The expenses are well under the prorated amount for the year at \$264,000 against \$342,000. The IT line item on a prorated basis is over, that's due to the agreement with VGlobalTech to modify the website to be ADA compliant. Ms. Gregory inquired about the debt services breakout. She asked George to explain the \$40,000 worth of 'Special Calls.' Mr. Flint explained those are prepayments, if someone chooses to prepay the remaining debt on their property. Mr. Flint noted they are treated as Special Calls and are paid to the bondholders on May 1 or November 1. Ms. Gregory thanked George for explaining that. Mr. Case asked for any other questions, the Board had none.

On MOTION by Mr. LaRue, seconded by Ms. Gregory, with all in favor, the Balance Sheet and Income Statement through August 31st, were approved.

D. Field Manager

i. Field Manager's Report

Mr. Smith presented the field report. The Pond 16 MES Erosion Repair is going in and should be completed by September 20th and will be the final item for the fiscal year. He noted they have the dredgesox installed and filled, the sod should be going in after that. There was a minor delay due to the hurricane. Mr. Smith explained that the ponds are being retreated for hydrilla by the aquatic contractor, and he presented Clarke's treatment reports.

ii. Customer Complaint Log

Mr. Smith presented the Complaint Log and noted that all complaints have been looked at and addressed.

Mr. LaRue asked about the Truck and ATV table, specifically why Pond 6 was not treated. Mr. Flint noted that the table was through the end of July. Mr. Smith noted that it should be on there, he would have Clarke look into it. Mr. LaRue asked that a written description of each of the treatments be provided. He explained that he did not understand what the acronyms stand for on the table. Mr. Deglomine stated he would add a footnote or key at the bottom. Mr. LaRue stressed that Pond 6, out of all the ponds in the last three months, has had the most problems with midges. He stated that he would be very disappointed if Pond 6 is not getting the treatments the other ponds are getting. Mr. Flint stated they would check on it, and noted the larvicide treatment takes time to get in cycle with the hatching cycle. He noted in Poinciana they saw that, it took a year or more to match up the cycles. Mr. Deglomine agreed it can take time, but he was under the impression they were treating it.

Ms. Rochelle Quinn stated when they spray at her house, there is no improvement. She bought Bug-B-Gon and there haven't been midges since she sprayed that around her house. Mr. Deglomine explained they are spraying a huge area. If you spray the midges directly it will kill them. He noted the larvicide treatments take time to stop them from hatching. He explained the pond there is very challenging because of the environment, it is close to the wetlands, but they are doing everything they can. Mr. LaRue stated that spraying the residents house didn't work at all, and the resident is offering a solution and a product that works. Mr. Deglomine noted that product is an over the counter product, and there is a number of them that they spray on top of the midges. He explained you can't compare directly spraying midges to covering a whole pond.

Mr. Case asked if Mr. Deglomine was precluded from using that product under Florida laws. Mr. Deglomine stated they could not put that product in their machines to use. Mr. LaRue

asked if someone could come out and use a can like Ms. Quinn did. Mr. Deglomine stated they cannot spray each house with a can individually. Mr. LaRue stated if they do a complimentary spray, they might as well use a product that's effective. Mr. Deglomine noted that he would look into it. He stated they have received feedback that their spray does work. He noted he would get with the operation personnel to see if they were willing to suggest another product.

TWELTH ORDER OF BUSINESS**Supervisor's Request**

Mr. Case asked for any Supervisor's Requests. The Board had no requests.

THIRTEENTH ORDER OF BUSINESS**General Audience Comments**

Ms. Susan Godlewski (658 Irvine Ranch Rd) noted that the resident who volunteered to video tape the Poinciana CDD in the past became ill, which is why he stopped videotaping. She noted he has since sold his home and he moved to California. She stated the Solivita HOA, on their website, has a section for a calendar on their rooms that shows availability. She informed the Board the December 4th date is not available for the Ballroom.

Resident (Unidentified) stated the pond at the west gate is awful. Mr. Flint noted that pond has a hydrilla issue. It has been treated before. Mr. Flint explained when you treat hydrilla and it dies, it spurs an algae bloom. Mr. Deglomine stated they did the treatments but they didn't work. They went back to the manufacturer of the product and then they retreated the pond with another product. He stated that they are aware of it and they are working very hard on that pond to make sure it clears up. He noted in the next three weeks it should look better.

Resident (Unidentified) brought back discussion about the Boards combining. The resident noted that the Board never came to a conclusion. He suggested the Board pass a resolution that states the Board members positions on merging the Boards. The resident acknowledged that some of the Board had problems with the financial aspects, but he suggested all four members agree that they would combine with the caveat that there would have to be some kind of financial savings in the findings. Mr. Case stated that he and Ms. Bzdewka were for the merge, Ms. Gregory was willing to merge subject to looking at the numbers, but Mr. LaRue said he was not sure the numbers would be there. Mr. LaRue stated that the Board needs to get an independent view of this. He suggested asking Jan Carpenter to put together an estimate of what the real savings are, what the real costs are, and have her look at how the bonds combine. Ms. Bzdewka agreed that a resolution was a good idea. She suggested that the resolution state the

Board is going to explore, with the other Board, the merger pending the financial findings. Mr. LaRue stated that if the savings are there he has no problem with combining. Ms. Bzdewka asked if he had a problem with doing the resolution. Mr. LaRue stated he did not have a problem with the resolution as long as it includes that they will look into a new view of the finances and they will find out the real cost.

On MOTION by Mr. Case, seconded by Ms. Bzdewka, with all in favor, Willingness of the Board to Explore the Merger in Detail if all the Board Members are Satisfied with the Financial Costs and Savings, was approved.

Mr. Gundel stated that the existing surface water ponds, Poinciana and Poinciana West, have separate bonds, separate payments amounts, etc. Merging would not change that. Mr. Eckert noted that they would be treated as separate assessment areas within the same District. There would be no impact on who pays what for the ponds, regarding the debt service. In terms of operation and maintenance expenses, if there is a merged Board they would have one budget, one general fund, and the O&M expenses would be split between all the people who are in the now merged District. Mr. Flint explained that on the O&M side, all the ponds and contracts will be put together and everyone assessed the same amount.

Mr. Eckert explained that the debt assessment will not change. The O&M assessment, they would have a larger cost and they would have a larger amount to split those costs between. They anticipate the overall cost of the O&M amount would go down based on the other mergers they've done.

FOURTEENTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

FIFTEENTH ORDER OF BUSINESS**Next Meeting Date – December 4, 2019**

Mr. Flint noted that the December 4th meeting will not be held in the Ballroom. The meeting will likely be held in Mosaics.

SIXTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Gregory, seconded by Ms. Bzdewka, with all in favor, the meeting was adjourned.


Secretary/Assistant Secretary


Chairman/Vice Chairman

From: George Flint gflint@gmscfl.com
Subject: Fwd: Poinciana West CDD
Date: November 26, 2019 at 12:07 PM
To: Stacie Vanderbilt svanderbilt@gmscfl.com

Begin forwarded message:

From: Michael Eckert <MichaelE@hgslaw.com>
Subject: Poinciana West CDD
Date: July 19, 2019 at 2:29:32 PM EDT
To: "Charles W. Case III (candfcase@aol.com)" <candfcase@aol.com>, Shirley Bzdewka <sbzdewka@cfl.rr.com>, Roy LaRue <rdlarue@sbcglobal.net>, P Gregory <thegolf lady@sbcglobal.net>
Cc: "George S. Flint (gflint@gmscfl.com)" <gflint@gmscfl.com>, Sarah Sandy <SarahS@hgslaw.com>

BOARD MEMBERS: PLEASE DO NOT "REPLY ALL" TO THIS MESSAGE.

Dear Supervisors:

To follow up on the request made by Supervisor LaRue at Wednesday's board meeting, please see attached. As requested, the last year of general counsel invoices was reviewed and is represented in the attached chart. There will be no charge from our firm for this research. Please note that per Supervisor LaRue's request, future invoices will have a separate entry for travel time.

We certainly understand the role of board members to prudently spend the District's funds. We believe both our depth of understanding of the special district practice area and our historical knowledge of Solivita and the Poinciana West Community Development District save the District money, even taking into account shared or marked-down fees for travel.

If Board would prefer that we attend future board meetings by telephone, we are happy to do so.

We would suggest we appear in person anytime there is a controversial matter or when the Board is levying assessments, but ultimately that will be a board decision. The only mandatory in person attendance from our perspective is if the Board is undertaking public financing efforts and our firm is expected to provide an opinion at bond closing that all Florida laws were followed in the issuance of the bonds and the levy of special assessments. Please note that when Board members or staff have attempted to participate in meetings by phone in the past, especially in the ballroom, it has been impossible to hear and provide meaningful input and guidance. Hopefully that could be remedied before we are asked to appear by telephone.

Thank you and have a nice weekend.

Mike

Michael C. Eckert

.....
Hopping Green & Sams, P.A.

119 South Monroe Street, Suite 300
Tallahassee, FL 32301

850.222.7500 | hgslaw.com | <http://hgslaw.com/attorney/michael-c-eckert>

Notice: The information contained in this e-mail message is Attorney/Client Privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at (850) 222-7500 and delete the original message. Thank you.

Meeting Date	Travel Time Billed to PWCCO	Travel Time Written off by HGS (not billed)
June 20, 2018	2.9	-
July 18, 2018	2.8	-
August 15, 2018	1.9	-
September 5, 2018	2.8*	-
November 28, 2018	4.1*	-
January 16, 2019	2.1	3.4
March 19, 2019	3.3	1.1
May 7, 2019	4.2*	5.0
July 17, 2019	2.0	-

* Off-cycle meeting dates (not in accordance with regular meeting schedule of the third Wednesday of each month when travel time is prearranged to be shared with multiple clients)

Notes:

- 1 On average, it takes 9 hours to drive to Solivita from Tallahassee and back.
- 2 According to internet mapping programs, it takes approximately 2.7-3.0 hours to travel from downtown Orlando to Solivita and back, depending on the time of day. It takes approximately 3.3-3.5 hours to travel from downtown Tampa to Solivita and back, depending on the time of day.