

**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, **November 20, 2024** at 9:00 a.m. via Zoom Communication Media Technology and in The Gator Room, 385 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Peggy Gregory
Roy LaRue
Dr. Maneck Master

Chair
Vice Chairman
Assistant Secretary

Also present were:

Tricia Adams
Scott Clark *via Zoom*
Joel Blanco
Cherrief Jackson
Residents

District Manager
District Counsel
GMS Field Staff
Clarke Midge Control

The following is a summary of the discussions and actions taken at the November 20, 2024 Poinciana West Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll at 9:31 a.m. A quorum was present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment Period on Agenda Items

There being no comments, the next item followed.

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FOURTH ORDER OF BUSINESS**Approval of Minutes of the July 17, 2024 Meeting**

Ms. Adams presented the draft minutes of the July 17, 2024 Board of Supervisors meeting, which were included in the agenda package and reviewed by District management staff and District Counsel. Mr. LaRue questioned whether the application form for a French drain, was completed. Ms. Adams confirmed that it was completed and would circulate a copy. There were no corrections to the minutes.

On MOTION by Dr. Master seconded by Mr. LaRue with all in favor the Minutes of the July 17, 2024 Meeting were approved as presented.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2025-01 Declaring Board Vacancies**

Ms. Adams welcomed Dr. Master back to the Board who qualified for his seat. Three seats were up for General Election and this was one of those seats. His new term of office started on November 19th, for a four-year term and he received the Oath of Office. Resolution 2025-01 memorialized that there were three seats up for General Election; two of which did not have any qualified electors and must be declared vacant. Seat 3 was previously held by Mr. Ed Smith; however, he moved out of the District and was no longer a qualified elector. The other seat was Seat 4, which was previously vacant.

On MOTION by Mr. LaRue seconded by Ms. Gregory with all in favor Resolution 2025-01 Declaring Board Vacancies in Seats 3 and 4 Pursuant to Section 190.006(3)(b), Florida Statutes and Providing for Severability and an Effective Date was adopted.

Ms. Adams recalled that when there were Board vacancies, Board Members directed District management staff to send out a letter to qualified electors, notifying them of the Board vacancies, so that they could either submit a resume or a letter of interest, which would be included in the next agenda package. These were for terms that expired in November of 2028. The Board made the appointments by a majority vote. Ms. Gregory voiced concern about the lax in communication and discussed with Ms. Adams at the HOA meeting, about doing a mass mailing to all Poinciana West CDD residents, regarding these vacancies. On November 9th, Ms.

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Gregory requested email addresses from Ms. Janet Nolan, of all the neighborhood captains, but there has been no response. Ms. Adams recalled several years ago that Ms. Nolan requested that management use one email list, which was generic; however, one master email address was utilized by the neighborhood captains and proposed utilizing the street captains email messaging system, the Association email and posting a notice in *Reflections*, at the beginning and middle of December and after the first of the year. Dr. Master pointed out that most Solivita residents did not know which CDD they lived in. Ms. Adams would include a map of District boundaries with the notice.

SIXTH ORDER OF BUSINESS**Review of Request for Installation of Security Fence**

Ms. Adams reported that staff received a request from Mr. Rudy Bautista in September, to install an eight-foot aluminum fence in specific locations on Pond P-16, which was included in the agenda package. Areas identified in red, were requested by the HOA; however, field services staff reviewed the map and it bifurcates the outfall structure. There was a suggestion to move it, which was identified in blue. If the Board wanted to authorize the installation of a security fence, District Counsel recommended entering into a License Agreement, as it would include protections and indemnifications for the District, as well as responsibilities for the installation and maintenance. Mr. Scott questioned whether there was a need for gates, so that mowers could get access. Mr. Blanco explained that there was access from the other side, leading into Presido Park. Mr. LaRue assumed that the HOA was paying for the fence. Ms. Adams pointed out in the License Agreement, the HOA would be responsible to purchase, install, maintain and insure the fence in perpetuity.

On MOTION by Mr. LaRue seconded by Dr. Master with all in favor the request from the HOA for the installation of a security fence subject to District Counsel preparing a License Agreement was approved.

Dr. Master questioned whether the purpose of the security fence, was to prevent individuals from coming into the gate. Ms. Adams assumed that it would prevent pedestrian foot traffic, such as outside fisherman. Mr. LaRue believed that the HOA looked at where there could potentially be issues but recalled that there were no issues. Mr. Clark requested that someone

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provide a new exhibit with the correct markings, versus the alternatives. Ms. Adams would obtain one.

SEVENTH ORDER OF BUSINESS**Review of Proposals for Professional Engineering Services****A. Dewberry Engineers, Inc.****B. Rayl Engineering & Surveying, LLC**

Ms. Adams recalled that the Board directed staff to submit Request for Qualifications (RFQ) for engineering services and a result, two proposals were received. One proposal was received from Dewberry Engineers, Inc. (Dewberry) and the other from Rayl Engineering & Surveying, LLC. (Rayl), which were included in the agenda package. If the Board was satisfied with these two proposals, the action from the Board, would be to rank the firms and direct staff to negotiate an agreement. The two firms were highly qualified and worked with many Community Development Districts (CDDs) in Central Florida. She had worked with both firms and they were amenable to attending meetings on Zoom, to save on travel expenses. Mr. LaRue asked if their rates were included. Ms. Adams explained in an RFQ, rates were not submitted but would be happy to request their 2025 rate sheets and provide at the next meeting. Mr. Clark advised that the language in the Statute, was to choose the firms based on experience and then negotiate the rate, but the Board could request their rates beforehand and discuss before making a decision. Mr. LaRue preferred to see their rates, specifically their Zoom meeting rate. Ms. Adams pointed out that their rates were on par with each other. Ms. Gregory questioned whether Mr. Clark would draft an agreement, once the Board selected a firm and if the term could be for 12 months. Mr. Clark stated there would be an annual contract with an automatic renewal, unless either party decided to terminate it. Ms. Gregory requested that 30 days before the auto renew date, any increase in hourly prices, be provided to the Board. Mr. Clark pointed out that the auto renewal would renew at the same price, unless the Board agreed to an increase. Ms. Adams indicated that the incumbent engineer was willing to serve on a month-to-month basis, until the Board selected a new District Engineer.

EIGHTH ORDER OF BUSINESS**Appointment of Audit Committee and Chairman**

Ms. Adams reported that as a Florida independent special purpose government, each year, CDDs were required to undergo an annual independent third-party audit. The way that the

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selection process worked, the Board would appoint an Audit Committee and staff recommended that the CDD Board appoint the Board of Supervisors as the Audit Committee. Instead of adjourning this meeting, the Board would recess the meeting to have an Audit Committee meeting and then reconvene.

On MOTION by Dr. Master seconded by Mr. LaRue with all in favor appointing the Board of Supervisors as the Audit Committee was approved.

Ms. Adams reported that the District previously had an agreement for audit services with Berger, Toombs, Elam, Gaines & Frank (Berger, Toombs); however, they failed to complete many audits for CDDs on time this year, which were required to be filed by June 30th. Dr. Master questioned the reason why. Ms. Adams indicated there were staffing issues. Ms. Gregory was informed by a partner at Berger, Toombs, that they could not hire anyone. Ms. Adams pointed out that this District's audit was filed on time, but because so many were still outstanding, staff felt that it was prudent to bring this matter to the Board's attention, so they could select a different auditor.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Clark thanked management for relocating the meeting to the Gator Room, in honor of his alma mater and reported that he had no tasks pending. He was working on issues that were discussed at meetings and drafted materials as needed. There were no other issues to report to the Board. Ms. Gregory questioned the status of the objectives and the ethics training. Ms. Adams confirmed that the District was in compliance with the goals and objectives. Mr. Clark indicated that the ethics training was an annual process. Ms. Adams pointed out that there were free online resources that she would provide to the Board. It was required to be completed by December 31st of this year and when filing their Form 1 by July, there was box to report that the ethics training was completed. Ms. Gregory questioned whether there were any new statutes or regulations that would affect CDDs next year. Mr. Clark stated that there was something new every year and would monitor the pre-file bills in the next month or so and track anything that goes through the Legislature. Ms. Adams requested that Mr. Clark explain the new affidavit that was required for

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human trafficking, as a result of the last Legislative session. Mr. Clark explained that all local governments were required to obtain an affidavit when they entered into a contract with a vendor. The vendor must certify that none of its employees or its business was involved with human trafficking. It was a standard affidavit that they prepared and attached to their form agreements.

B. Engineer

There being no comments, the next item followed.

C. District Manager

Ms. Adams reported that Ms. Gregory informed her by phone on Monday evening, that Solivita residents were accessing CDD property and performing maintenance activities on and around the stormwater ponds. This was something that they wanted to deter and discussed sending out a statement through the Electronic Mail Distribution System (EMDS), as well as an including a reminder in the *Reflections* newsletter. Since the Poinciana CDD also had an interest in communicating with residents, she proposed that there be a joint Poinciana CDD and Poinciana West CDD statement, as the information was generic and applicable no matter where someone lived in Solivita. District staff circulated a letter via electronic mail, to give Board Members an opportunity to review it. Mr. LaRue recalled that the ponds were inspected every two weeks. Mr. Blanco confirmed that the aquatic maintenance vendor was onsite three times per week. Ms. Adams would amend the language that the vendor inspected or treated on a regular or as needed basis. Mr. LaRue questioned how often each pond was inspected. Mr. Blanco stated according to the reports, the ponds were inspected at least once a month. Ms. Adams would change the letter to say that the ponds would be inspected monthly and treated as needed. Ms. Gregory requested that the language, *"If a pond was treated, it could not be treated again for two weeks,"* remain. Dr. Master suggested saying, *"Once an issue was identified, the pond would be treated, but they could not do anything to it for two weeks, as required by the State."*

Regarding Item 4, Mr. LaRue wanted let residents know, that they were now treating within 3 feet of the edge. Ms. Adams would include, *"3 feet around the pond perimeter."* Ms. Gregory recalled that she mentioned at yesterday's HOA meeting, if residents were caught damaging any of the grasses, littoral plantings and fish, around easements and beds, they would be prosecuted and requested a reminder be placed in *Reflections*, as the District had a permit

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through the South Florida Water Management District (SFWMD). Ms. Adams would include language about trespassing. Ms. Gregory felt that there should be education about what happens when everything turned brown in the pond and where it goes. Mr. Blanco felt that he did a good job of educating residents on the spraying process, as residents believed that it was like spraying Roundup®. Usually, the color was an indication of how the spraying takes effect. It starts with green, turns yellow and eventually dark brown, losing size and mass. Ms. Gregory requested that there be an explanation in the first paragraph of the letter, as a public service announcement, along with the restrictions and ramifications, if residents did not comply. Ms. Adams would make the following changes: 1) The first bullet point would say, *“Monthly and treated as needed,”* 2) A note would be included regarding ponds that were treated, the language would be expand on how the algae could become discolored before it drops down into the pond and a reminder that it was never appropriate or acceptable for residents to perform maintenance activities on CDD property, 3) There would be language that illegal trespassing that would be taken seriously by the Board and 4) The second paragraph would state, *“These stormwater ponds are subject to the impact of Mother Nature and weather conditions.”* Ms. Adams would obtain feedback from the Poinciana CDD Board, incorporate all comments into the final document and circulate to both CDD Boards.

i. Approval of Check Register

Ms. Adams presented the Check Register for September 1, 2024 through September 30, 2024 totaling \$13,090.05, which included the detailed invoices and Check Run Summary.

On MOTION by Ms. Gregory seconded by Dr. Master with all in favor the Check Register as stated above was approved.

ii. Financials

Ms. Adams presented the Unaudited Financials through the end of September 30, 2024, which were included in the agenda package. No Board action was required. This was the end of the fiscal year and the unassigned balance would be used until Tax Bills were received. The Debt Service Fund was managed by the Trustee. Ms. Gregory explained for Dr. Master, that on the investment side, there was the State Board of Administration account (SBA) and a CD that came due, when he was unavailable. It was for 12 months but would come due in September. The

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\$158,000 was rolled into a money market, which was paying 5.15%. Dr. Master was amenable to all of this. Ms. Adams explained that these financials were through the end of September and did not reflect the maturity date. The General Fund showed actuals through the end of the Fiscal Year, as well as any variance. The Board did an excellent job of controlling expenses. Ms. Gregory understood that they could not get a rate until September. Ms. Adams explained that they obtained a rate through EGIS, as two other vendors refused to provide a proposal, due to the District not meeting their minimum threshold for insurance. As directed by the Board, staff relocated funds from the SBA account, to purchase a CD or to a money market. A 12-month CD matured on October 25th and the CD rates for both the 6- and 12-month products, were lower than the money market. Dr. Master requested a column in the Investment Summary for the interest in dollars. Ms. Gregory pointed out that banks typically did not provide a CD with a monthly interest amount and provided it at the end of the term. Ms. Adams would check with the accountant, but on the financials, there was interest income for a 12-month period, which was \$37,900.

D. Field Manager's Report

- i. Field Manager's Report**
- ii. Pond Maintenance Report**
- iii. Midge Management Report**
- iv. Customer Complaint Log**

Mr. Blanco presented the Field Manager, Pond Maintenance and Midge Management Reports and Customer Complaint Log, which were included in the agenda package. GMS staff continued to review ponds throughout the District. They were starting to experience a minor drop in water levels, due to the start of the dry season. Along with the algae bloom, the vendor was spraying excessive grasses beyond the allowable 3 feet. The majority of the treated grasses appeared brown and decreased in size. The vendor was following up with additional spraying, when allowed. Ponds P-8 and P-16 were being monitored, as they were experiencing most of the issues. Several spray treatments via a boat, were taking affect.

- Review of Proposal to Hydro Rake Pond 16**

Mr. Blanco reported that a proposal for manual treatment at Pond P-16, was requested at the request of the Board, but Solitude did not provide it in time for the meeting. However,

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someone would be out to take measurements of what could be excavated by hydro rake and as soon as he received the proposal, he would include it on an agenda or forward it to the Board for review. Mr. LaRue requested that staff perform the work immediately and not wait. Ms. Adams suggested that the Board delegate authority to the Chair to approve the proposal, if that was the desire of the Board and it would be provided to the Board at the next meeting for ratification. Mr. Blanco explained that typically manually treatment was performed on ponds experiencing excessive edge grasses, such as Pond P-16, but since they started spray treatments, the grasses decreased in size. Last week, it decreased significantly, but due to the irregularity of the weather, it had been dying and reviving. However, if the Board wanted to go in this direction, they could rake the dead grass out of the pond. Ms. Gregory questioned the process. Mr. Blanco explained that a smaller boat would use a crane and a rake, to dredge out excessive edge grasses that were beyond 3 feet. Ms. Gregory pointed out that when the vendor came out with their boat, there were few edge grasses, so they backed off, but down the middle of the pond, there was an island of yarn and asked the vendor to scoop it out, but they claimed that it would go down.

Mr. LaRue questioned whether Pond P-16 was overgrown. Ms. Adams recalled that a Board Member requested that it be raked. Mr. Blanco pointed out that he provided periodic updates on Pond P-16 and at some point, it was overgrown. They were currently performing treatments and there was significant progress, as of last week, no islands were present, but there was a buffer of brown grasses that were growing along some of the edges of the pond. Mr. LaRue questioned whether hydro raking occurred in Solivita in the past. Mr. Blanco did not recall any since he had been in Solivita. Ms. Gregory questioned the cost. Mr. Blanco requested a proposal to provide the actual cost, versus an approximate cost and would follow up with the vendor to expedite the proposal. Mr. LaRue thanked Mr. Blanco for all of his hard work. Mr. Blanco reported that GMS staff continued to review all CDD landscaping areas throughout the District. During their post-hurricane review, a downed tree was discovered on the easement of Dry Pond P-1. The landscaping vendor was notified and scheduled the tree for removal. The landscaping overall remained in satisfactory standards, as there were clean and tidy easements at the end of residents' property lines and pond banks were at appropriate height levels. A number of dry ponds were mowed prior to the start of the dry season and appear evenly mowed throughout, including skimmer stations.

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- v. **Review of Proposal for Drain Repair to Wire Box 19A**
- vi. **Review of Proposal to Remove Vegetation at Dry Pond Outlets 1 and 3**

Mr. Blanco reported that two pond outlet areas were found with excessive vegetation, as well as a drain connecting to the weir box at Pond P-19A, was leaking at the seams, sprouting water in several areas. An estimate was provided for GMS staff to repair the seam at the weir box and removing the vegetation at the two outlet areas at Ponds P-1 and P-3. A sakrete leak stopper would be used to address the leaking at the seams, as well as the holes, due to the amount of mildew and moisture, as the seams were not covered well. Mr. LaRue inquired whether P-19 was one of the new ponds. Mr. Blanco stated that Pond P-19A was conveyed last year. Ms. Adams requested that the proposal be amended to reflect Pond P-19A instead of Pond P-16A. GMS had a field team that could be mobilized for these small projects and if the Board wanted GMS to perform this work, the total cost would be \$564.27.

On MOTION by Ms. Gregory seconded by Dr. Master with all in favor the Proposal for GMS to remove vegetation at Dry Pond Outlets 1 and 3 in the amount of \$564.27 was approved.

- vii. **Review of Proposal to Hydro Rake Pond 16**

This item was discussed.

- **Pond Maintenance Report (Con't)**

Mr. LaRue appreciated that chemicals were included on the Midge Management Report and they were now treating Pond P-6, but questioned whether Pond P-15 was added, as it had midges on a fairly routine basis and was treated in July, August and October. Ms. Jackson confirmed that P-5, P-6, P-8 and P-9 were in their contract to receive larvicide, but if they received complaints, they would spray. There was nothing preventative to keep it from having a problem and assumed that Pond P-15 was a one-time treatment. Mr. LaRue pointed out that it was treated for three months and recalled that the point of controlling the midges, was to keep treating it. Ms. Jackson explained that Clarke treated the ponds every month, unless they see a need to treat a particular pond. Mr. LaRue questioned how they could see that it needed to be treated. Ms. Jackson did not know the criteria, but there was a pattern. If they did not see anything, they could skip one pond and spray a pond that was not on their list, so they were not

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using more product than they were supposed to. Mr. LaRue pointed out that their contract was to specifically treat Ponds P-5, P-6, P-8 and P-9, but did not want to stop treating because they did not see anything. Ms. Jackson explained that their program provided for backpack pre-hatch treatments for Ponds P-5, P-6, P-8 and P-9 as needed, up to 21 acres. Mr. LaRue requested clarification on the deep-water treatment. Ms. Adams requested that Ms. Jackson provide this information to her and she would forward it to the Board. If Clarke deemed it necessary to add Pond P-15 for deep-water treatment, a proposal would be provided to the Board.

Ms. Jackson recalled that Clarke performed a one-time treatment, to see what happened. Mr. LaRue did not want them to treat Pond P-15 instead of Pond P-6, as Pond P-6 was not treated for several months. Ms. Jackson believed that Pond P-6 was being treated with a larvicide and was in the contract to be treated and would confirm that they were not switching the ponds, as ponds in the contract were not just sprayed to keep everyone comfortable. Mr. LaRue requested a copy of the current contract. Ms. Adams would provide it to all Board Members. Mr. Blanco reported that Pond P-19A was reviewed in late August or early September and at that time, they noticed that water levels were drastically low. They investigated the stormwater system, which Ms. Leo was involved with and with her guidance, it was concluded that Taylor Morrison's (TM) dewatering of a community across from this one, was causing the low water levels in this pond, as well as erosion that needed to be repaired. As a result, staff contacted them to inform them of what was occurring and they sent out a vendor to evaluate the three areas of erosion and would provide a proposal. Ms. Adams pointed out that staff was in communication with TM and also contacted Lennar, who was partnering with TM on this project, but in order to document the situation, it may be prudent to direct District Counsel to send a letter, to ensure that TM take responsibility for the repairs, because they were not responding in a timely manner.

Ms. Gregory requested that Mr. Clark be involved in this process, rather than continuing to have conversations with TM and that he review any proposal for TM to reimburse the District, to ensure that the CDD was not being slighted by TM. Ms. Adams reported that TM proposed to provide the scope of the repairs and pay the vendor and CDD staff would ensure that the District Engineer approved the scope and inspected the work. In the interim, Mr. Clark would communicate put TM on notice. Ms. Gregory requested that if it was detrimental that the work be performed immediately, the work should be completed, but any contractual obligations between the CDD and TM, should be through Mr. Clark. Dr. Master agreed. Mr. Clark indicated

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that he would speak to Ms. Adams after the meeting, to ensure that he had all of the documents. Ms. Adams pointed out that she forwarded email correspondence to Mr. Clark and would coordinate with him, but had not received the proposal for repairs. Mr. LaRue asked if they were not getting proper water flow into the pond from across the street, due to the dewatering of the pond. Mr. Blanco confirmed that dewatering a pond affected the water table and their excavation of a huge pond in Westview, affected the CDD's water levels. Ms. Gregory questioned whether they needed a permit. Mr. Blanco assumed so. Ms. Gregory believed that there should have been some type of notice to the CDD, based the CDD's proximity to the pond and the fact that they were affecting the water table. Dr. Master felt that SFWMD should be involved. Ms. Gregory requested that Mr. Clark send a cease-and-desist letter. Mr. Clark preferred to know the facts first, as there were permit conditions that they may not be in compliance with.

TENTH ORDER OF BUSINESS

Supervisor's Requests

Dr. Master questioned whether two Board Members needed to be present at all meetings, since there were only three members on the Board, in order to establish a quorum. Mr. Clark confirmed that two Board Members needed to be present; although there were certain things that he did not like to do, when there was a three-member Board, but business could be conducted with two Board Members. Dr. Master wanted to attend a meeting by phone, if two were present and heard that this was not the case. Mr. Clark viewed a quorum of two, when there were only three Board Members, as sufficient and if two Board Members were in the room, one could attend by phone.

Ms. Gregory reported that at the HOA meeting held yesterday, which she attended, HOA counsel, Mr. Norman Gundel, discussed the class action lawsuit and the fact that he personally filed a lawsuit, to turn over of all of the club facilities from TM to the CDD for free. However, it was thrown out by the judge. There was also discussion about the fact that the President of the HOA, Mr. Larry Anson, had conversations with TM and the fact that TM did not want to turn over the facilities for free and wanted the HOA to pay them \$26 million without an appraisal. She and Mr. Jim Edge inquired about closing contingencies, as well as due diligence projects, but another HOA Board Member informed her that there would be none because, *"We've just cured it all as we've gone along these last few years."* Mr. Anson offered to provide full transparency and Ms. Gregory asked him if he would take any potential turnover to a vote of the

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residents, now that all of the homes were completed, but Mr. Anson said no. At that point in time, Mr. Anson informed her that he had numerous conversations with Mr. Tony Reed, Chairman of the Poinciana CDD and there was no objection to paying the \$26 million.

Mr. LaRue pointed out this was not true. Ms. Gregory recalled that Mr. Anson said it twice, which was reflected in the HOA minutes and she thought it would be nice if some of the members of the HOA, could include members of both CDDs on their committee, to discuss the numbers and consequences, since the CDDs were as much a part of this and the HOA had no way to pay for it. She wanted to advise District Counsel on what was coming, since homes were now built. The irony was that the HOA provided TM with a list of items that needed to be completed, which amounted to \$26.5 million, including \$20 million worth of roadwork. Ms. Adams inquired whether the \$26.5 million in pending work, was due to the HOA. Ms. Gregory explained that it was a post-closing document, which she would forward to Ms. Adams when she arrived home. The purpose of this discussion was in order for Mr. Clark to be informed, as they would need to have discussions about this matter and wanted the HOA Board to be aware of the fact that they must include members of both CDD Boards, which Mr. Anson said that he would. Mr. Clark cautioned Ms. Gregory to abide by the Sunshine Law, if multiple Supervisors needed to be involved and pointed out that he was aware of this matter and was involved in a failed deal to force a sale of the amenities but questioned whether part of the deal would be bond funding. Ms. Adams confirmed that it was never been discussed at a meeting. Dr. Master recalled that it was discussed in the past. Ms. Gregory pointed out six years ago, a \$100 million deal was discussed and this issue came about yesterday, when the HOA Board was discussing nonsense about people damaging CDD property.

Ms. Adams questioned whether Ms. Gregory had the perception that the HOA was planning to make the acquisition unilaterally and not involve the CDDs in any way. Ms. Gregory indicated that yesterday was the first time she heard about it, because the President of the HOA stated that he was in negotiations with TM, but she informed him that it was important for the residents to know if TM was going to buy something, when they were going to do so and the amount it was going to cost residents. If they went out for a full vote, the HOA Board would either not get their way or it would not pass, but questioned what TM would do with their facilities, since they did not want to give it to the CDD for free and she did not want another Tax Bill. Dr. Master wanted to give TM a chance to negotiate to a price that may be acceptable to

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residents and questioned whether the HOA had the right to negotiate without the CDDs. Mr. Clark pointed out that they could, if they were going to purchase it with their own money. Ms. Gregory questioned how they would pay for it. Mr. LaRue believed that the CDD could float a bond for them. Mr. Clark advised if the CDD floated the bond, the CDD would become the owner, which caused issues of public access and ownership. Ms. Gregory believed that the easiest way to address this, was for the HOA to sit down and have a discussion to think this through. If they wanted to proceed, they should go out on their own, but not expect the CDD to pay for it, if the CDD would not be part of it. Mr. LaRue assumed if the HOA was going to approach the CDD, it must be at open meetings. Mr. Clark confirmed that discussions must occur at an open public meeting and recommended that the Board appoint a representative to negotiate with the HOA. Dr. Master questioned why the HOA would agree to the CDD paying \$26 million. Ms. Gregory did not know. Ms. Adams believed that it had to do with the \$26 million that was owed in work. Ms. Gregory reminded Mr. Clark to be ready to respond, as this item would be brought to his attention. Mr. Clark appreciated it.

ELEVENTH ORDER OF BUSINESS**General Audience Comments**

Ms. Jackson reported that Clarke treated both sides Pond P-15 but wondered if it was accidentally. Last year, she recommended adding Ponds P-15 and P-16, due to repeat problems, but did not think this was why it was treated, as earlier this year, a resident complained about their pond not being larvicided. Mr. LaRue believed that they treated Pond P-15 instead of Pond P-6.

TWELFTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS**Next Meeting Date – January 15, 2025;
The Gator Room**

Ms. Adams reported that the next meeting was scheduled for January 15, 2025 at 9:30 a.m. in The Gator Room.

FOURTEENTH ORDER OF BUSINESS**Continuance**

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On MOTION by Dr. Master seconded by Mr. LaRue with all in favor recessing the meeting to have an Audit Committee meeting was approved.

Ms. Adams reconvened the meeting at 11:20 a.m.

FIFTEENTH ORDER OF BUSINESS

Acceptance of the Rankings of the Audit Committee Meeting and Authorizing Staff to Send a Notice of Intent to Award

On MOTION by Dr. Master seconded by Mr. LaRue with all in favor accepting the ranking of the Audit Committee with Grau & Associates as the number one firm to provide auditing services and DiBartolomeo, McBee, Hartley & Barnes as number two and authorizing staff to send a notice of intent to award was approved.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Dr. Master seconded by Mr. LaRue with all in favor the meeting was adjourned.

Signed by:

Tricia Adams

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Secretary / Assistant Secretary

Signed by:

Peggy Gregory

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Chair/Vice Chairman