

# Clearwater Cay Community Development District

12051 Corporate Boulevard, Orlando, FL 32817  
Phone: 407-382-3256; Fax: 407-382-3254

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The next Meeting of the Board of Supervisors of the Clearwater Cay Community Development District is scheduled for **Wednesday, October 17, 2018 at 5:00 p.m.** at the **Main Library, 100 N. Osceola Avenue, Clearwater, FL 33755**. The proposed agenda for this Board Meeting is found below.

For those unable to attend in person, the call-in information for the meeting is as follows:

Number: 1-866-398-2885 (New) Passcode: 275521 (New)

## BOARD OF SUPERVISOR'S MEETING AGENDA

### A. Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period (*Where members of the public desiring to speak on a specific agenda item may address the Board. The public will also be permitted to address the Board during any public hearing(s) scheduled, as well as at the conclusion of the Board Meeting's regular agenda.*)
- Attorney-Client Executive Session
- 1. Consideration of the Minutes of the September 19, 2018 Board of Supervisors' Meeting (*provided under separate cover*)

### B. Business Matters

- Discussion of Status of District Litigation
- 2. Consideration of Temporary Construction Consent and Easement Agreement
- 3. Consideration of Payment Authorization No. 129
- 4. Review of Statements of the District's Financial Position and Budget-to-Actual

### C. Staff Reports

- Attorney
- Manager

### D. Supervisor Requests and/or Audience Comments

### E. Adjournment

**CLEARWATER CAY  
COMMUNITY DEVELOPMENT DISTRICT**

Minutes of the September 19, 2018 Board of  
Supervisors' Meeting

*(provided under separate cover)*

**CLEARWATER CAY  
COMMUNITY DEVELOPMENT DISTRICT**

Temporary Construction Consent and Easement  
Agreement

**TEMPORARY CONSTRUCTION CONSENT**  
**AND**  
**EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION CONSENT AND EASEMENT AGREEMENT (the "**Agreement**") is made and executed this \_\_\_\_\_ day of October, 2018 by Clearwater Cay Community Development District, an independent special district formed under Chapter 190, Florida Statutes ("**District**"), and Harbourside Grande Crossings, LLC, a Florida limited liability company ("**HGC**"). District and HGC may also be referred to herein jointly as Parties or individually as Party.

RECITALS

WHEREAS, DH701HQ, LLC, a Florida limited liability, as "**Parking Owner**," and Miranda Office Partners Clearwater, LLC, a Florida limited liability company, as "**Building Owner**," entered into that certain Easement Agreement dated December 14, 2005, which was recorded at O.R. Book 14813, Page 160 on December 16, 2005, which agreement has been subsequently altered, modified or amended ("**Easement Agreement**"); and

WHEREAS, the District is the owner of that certain parcel of land more particularly described on Exhibit "C" to the Easement Agreement ("**CDD Parcel**"); and

WHEREAS, HGC is a successor in interest to the Building Owner and Parking Owner as such is entitled to certain rights under the Easement Agreement for the use in common with the public at large of any Covered Parking Facility located upon the Parking Property, as that term is defined in the Easement Agreement; and

WHEREAS, the District wishes to provide its consent to HGC to replace the six (6) existing covered spaces on the CDD Parcel and to install an additional fourteen (14) covered parking structures at HGC's sole cost, fee and expense, to be built out of aluminum with stainless steel brackets or similar material in compliance with current industry standards and applicable code requirements, if any, for a Covered Parking Facility (the "**Work**"); and

WHEREAS, HGC desires to use the CDD Property for the construction and use of twenty (20) Covered Parking Facility, which use shall be in common with the public at large; and

WHEREAS, the District is not willing to consent to HGC's actions on the CDD Property except according to the terms, provisions, covenants and conditions as set forth herein.

NOW THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

Section 1. District Consent. The District hereby consents that HGC and its employees, agents and independent contractors may enter upon the CDD Property until May 31, 2019 ("**Consent Expiration Date**") to undertake the construction of the Covered Parking Facility as provided herein ("**Construction Period**").

Section 2. Use of CDD Property. Until the Consent Expiration Date, HGC may use the CDD Property for the construction of the Covered Parking Facility. Without limiting the foregoing, HGC shall not use the CDD Property for: (a) any activities that are not fully covered by the insurance required under Paragraph 5; (b) any use which violates any applicable laws, regulations, or ordinances relating to the CDD Property, including without limitation, local zoning ordinances and regulations; or (c) any purpose in violation of the requirements of public access thereto except during the Construction Period for safety considerations. HGC hereby covenants and agrees that it shall keep the CDD Property in a clean, safe and orderly condition throughout the duration of the Work and subsequently, and shall take immediate action to repair or remedy any unsafe condition that may develop on the CDD Property or become known to HGC, its agents, servants or employees.

Section 3. Duration of Temporary Easement. HGC agrees to complete the Work by the Consent Expiration Date and the other obligations shall expire twenty (20) years thereafter ("**Termination Date**").

Section 4. Covenant Against Liens. HGC shall at all times keep the CDD Parcel free and clear of all liens and claims for services, labor or materials supplied or claimed to have been supplied to HGC or otherwise in connection with the activity by HGC on the CDD Parcel. HGC shall be required to demonstrate that all contractors, subcontractors and materialmen performing work onsite or providing material thereto shall have been paid in full and that no mechanics liens shall arise in conjunction therewith or otherwise attach to the CDD Parcel. HGC shall promptly remove any such lien or encumbrance by bond or otherwise, and if HGC shall fail to do so, the District may pay the amount necessary to remove such lien or encumbrance, without responsibility for investigating the validity thereof. If within thirty (30) days of the request from the District for HGC to reimburse the District, and HGC has failed to timely pay same, the District may lien the HGC Property for the amounts due and shall be entitled to payment for same plus interest at the pre-judgment rate of interest under Florida Statutes and any and all associated attorneys' fees incurred by the District in handling, paying and collecting from HGC.

Section 5. Casualty and Maintenance.

5.1 Casualty. Until the Termination Date, in the event of damage or destruction of all or a portion of the Covered Parking Facility, the HGC shall be obligated to repair, replace or remove the Covered Parking Facility and have ninety (90) days from the date of said damage or casualty within which to complete the repair, replacement or removal of the Covered Parking Facility. The District shall provide HGC with thirty (30) days written notice that the covered parking structure is to be removed at the end of the term.

5.2 Maintenance. HGC shall maintain the Covered Parking Facility in good repair and condition at all times hereunder.

5.3 Alterations. There shall not be any modifications to the Covered Parking Facility under any circumstances from the original permitted design by HGC hereunder without written authorization from District.

5.4 Runs with the Land. The obligations under this Agreement are binding on HGC and the property it owns as described hereto under Exhibit “\_\_\_\_\_” (“**HGC Property**”). Any subsequent owner of the HGC Property shall have the obligations of HGC hereunder until termination or a mutual agreement to end the terms, provisions and covenants of this Agreement. The obligation of HGC to remove and repair the Parking Lot area under the Covered Facility shall survive termination hereof.

5.5 If HGC fails to complete any of the obligations provided in this Agreement and the District is obligated to undertake the completion of those obligations, including but not limited to the repair, replacement or removal of the Covered Parking Facility, then the total costs, fees and expenses incurred by the District in doing so shall be due and payable from HGC immediately upon invoice by the District. The obligation to make such payments shall become a lien on the HGC Property if not paid within thirty (30) days of delivery and shall thereafter bear interest at the pre-judgment statutory rate and shall be enforceable against the HGC Property as a lien upon real estate in Florida. HGC is free to bond off the obligation and release the HGC Property from the lien thereof pending payment in full or other resolution of the dispute.

5.6 Default. In the event the HGC defaults under the terms and conditions of this Agreement, and District incurs any costs including the cost of removal of all or any portion of the Covered Parking Facility, then in addition to the termination of this Agreement, HGC shall be liable to reimburse the District for any costs, fees, expenses or damages incurred by the District, including reasonable attorneys' fees.

Section 6. Indemnification. HGC, for itself and any sub-tenants, agents, servants, employees, staff, volunteers, officers, directors, owners, members, managers, shareholders, partners, invitees, licensees and contractors,

successors and assigns (collectively, “**Indemnitors**”), hereby agrees to indemnify, exonerate, defend by counsel acceptable to the District, and hold harmless District, its agents, officers, directors, employees, members, partners, and successors and assigns (collectively, “**Indemnitees**”) from and against all liabilities, losses, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys’ fees, paralegal fees, and legal costs and expenses incurred by Indemnitees, whether or not judicial proceedings are filed, which may be imposed upon or asserted against or incurred by Indemnitees by reason of any of the following occurring:

any failure to properly use, occupy, or restore the CDD Property or any part thereof;

any negligence on the part of HGC or any of its agents, servants, employees, licensees or invitees;

any accident, injury, or damage of any nature, whether compensatory, consequential, punitive or otherwise, to any person or property occurring in, on or about the CDD Property or any part thereof during the term of this Agreement or during any use or occupation of the CDD Property by or through HGC; or

any failure on the part of HGC to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement or the Easement Agreement on its part to be performed or complied with.

This indemnification shall survive termination of this Agreement and include all costs incurred by Indemnitees in the enforcement of this Agreement. HGC further agrees that the District shall have no responsibility for the loss or theft of, or damage to, HGC’s and any other Indemnitor’s personal property brought onto the CDD Property in connection with the Work or this Agreement.

Section 7. Insurance. HGC, at its sole cost and expense, shall obtain and maintain comprehensive bodily injury and property damage liability insurance with minimum limits of liability in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and with total policy limits of not less than Five Million Dollars (\$5,000,000.00), with a deductible not in excess of Ten Thousand Dollars (\$10,000.00) and including a loss payable clause in favor of the District, naming the District and the other Indemnitees as additional insureds under the policy, and shall provide the District with a certificate evidencing such insurance coverage with an insurer acceptable to the District in its reasonable discretion not later than five (5) days prior to the date of entering the CDD Property to commence the Work.

Section 8. Permits. HGC shall obtain and secure, and shall be subject to abide by, all governmental permits which are required in connection with the Work, whether or not obtained by HGC or its contractors.

Section 9. Assignment. HGC shall not assign this Agreement without the prior written consent of the District, which consent may be unreasonably withheld. No such assignment shall relieve HGC of HGC's obligations and liabilities hereunder and, with respect to such obligations and liabilities.

Section 10. Condition of Property "As Is". District does not make any warranty, whether express or implied, regarding the condition of the CDD Property, the safety or the suitability thereof for the Work. HGC shall satisfy itself regarding all such matters, and hereby accepts the condition of the CDD Property in AS IS condition, WITH ALL FAULTS.

Section 11. Restoration of Property. On or before the expiration or termination of this Agreement, HGC shall be responsible for restoring the CDD Property, including without limitation the surface thereof and any improvements thereon, to the condition that existed prior to the Work. District may repair or remedy, at HGC's sole cost and expense, any damage not fully and properly repaid by HGC to the full and absolute satisfaction of the District at HGC's expense as provided in paragraph 4.5 above.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 13. Litigation and Attorney's Fees. In the event it shall be necessary for either Party to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing Party in any such litigation and any appeals therefrom shall be entitled to recover from the other Party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the court.

Section 14. Entire Agreement. The Agreement contains the entire agreement between the Parties hereto and may not be modified in any manner other than in writing signed by the Parties hereto.

Section 15. Counterparts. This instrument may be executed in any number of counterparts which, when taken as a whole, will be deemed to constitute one complete original of this Agreement.

Section 16. Captions. The captions contained herein are for convenience only and shall in no way be deemed to limit, restrict, or otherwise modify the terms of this Agreement.

[Signatures appear on next page.]



IN WITNESS WHEREOF, District and HGC have caused this Agreement to be executed in manner and form sufficient to bind them as of the day and year first above written.

WITNESSES:

HARBOURSIDE GRANDE  
CROSSINGS, LLC, a Florida limited  
liability company

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTEST:

**DISTRICT**

CLEARWATER CAY COMMUNITY  
DEVELOPMENT DISTRICT, an  
independent special district created  
pursuant to chapter 190, Florida  
Statutes

\_\_\_\_\_  
District Manager

By: \_\_\_\_\_

\_\_\_\_\_, Chairman

**CLEARWATER CAY  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 129

**CLEARWATER CAY  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization # 129

9/17/2018

Item No.	Payee	General Fund
1	<b>Clearwater Board Members</b>	
	Wilson, Jeff. Supervisor Fee	09/19/2018 Meeting \$200.00
	Glidden, Alan. Supervisor Fee	09/19/2018 Meeting \$200.00
	Lancaster, Jerry. Supervisor Fee	09/19/2018 Meeting \$200.00
	Mies, Joel. Supervisor Fee	09/19/2018 Meeting \$200.00
	Accetta, Nino. Supervisor Fee	09/19/2018 Meeting \$200.00
2	<b>Fishkind &amp; Associates</b>	
	District Management September	23332 \$2,762.30
3	<b>Gray Robinson</b>	
	GVCOA vs CCCDD	10811690 \$44,287.35
	General File	10811607 \$885.50
4	<b>Clearwater Police Department</b>	
	Police Officer for Meeting 10/17/18	10172018 \$160.00
5	<b>Times Publishing Company</b>	
	Legal Advertising 10/3/18	\$342.00
<b>TOTAL</b>		<b>\$49,437.15</b>

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

# Clearwater Cay Community Development District

PA 129

Date of Meeting: September 19, 2018

## Board Members:

**New**  
1. Jeff Wilson  
2723 Via Capri, Unit 810  
Clearwater, FL 33764

2. Alan Glidden  
2747 Via Capri Unit 1128  
Clearwater, FL 33764

3. Jerry Lancaster  
2755 Via Capri, Unit 1228  
Clearwater, FL 33764

4. Joel Mies  
67 Dolphin Drive  
Treasure Island, FL 33706

5. Nino Accetta  
2717 Via Cipriani, Unit 614B  
Clearwater, FL 33764

Attendance	Fee
<u>x</u>	<u>\$ 200.00</u> Wait for W-9
<u>x</u>	<u>\$ 200.00</u> ✓ Cyma Paid 9/17/18
<u>x</u>	<u>\$ 200.00</u> ✓ Cyma Paid 9/17/18
<u>x</u>	<u>\$ 200.00</u> ✓ Cyma. Paid 9/17/18
<u>x</u>	<u>\$ 200.00</u> ✓ Cyma. Paid 9/17/18
<b>TOTAL</b>	<b>\$ 1,000.00</b>

Per Jennifer W.  
Cut checks to take to meeting.  
OK to mail check to Jeff Wilson  
after we receive W-9  
Hdt

RECEIVED SEP 17 2018

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817



RECEIVED SEP 17 2018

Clearwater Cay  
Community Development District  
12051 Corporate Blvd.  
Orlando, FL 32817

### Invoice

Invoice #:	23332
9/12/2018	

*Cyma PA 129*

File: Clearw21DM  
District Management

Services:	Amount
District Management Fee: Sept 2018	2,083.33
Website Fee	75.00
Travel Reimbursement	204.00
Hotel Reimbursement	153.68
Copies	235.20
Postage	2.56
UPS	8.53

**Please include the invoice number on your remittance and submit to:**

**Fishkind & Associates, Inc.**  
12051 Corporate Blvd.  
Orlando, FL 32817  
Ph: 407-382-3256  
Fax: 407-382-3254  
www.fishkind.com

Balance Due

\$2,762.30

# Fishkind Aircraft Holdings, Inc.

3816 Rouse Road  
Orlando, Florida

# INVOICE

DATE: August 2018

**Bill To:**

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, Florida  
407-382-3256

DESCRIPTION					AMOUNT	
Flight Date	Transport From	Transport To	Client	Client Acct #	Transportation Fee	Mileage
8/1/2018	Sanford	North Palm Beach	Tradition	TraditionDM	\$4,000	155
	North Palm Beach	Sarasota	University Park	UniveristyPark02H-Meetings		282
	Sarasota	Sanford				
8/3/2018	Sanford	Sarasota	Lakewood Ranch	LakewoodRanchDM	\$4,000	254
	Sarasota	Sanford				
8/8/2018	Sanford	Tampa	Smolker Bartlett	Mizner Court v. Broken Sound	\$4,000	110
8/9/2018	Tampa	Sarasota	Lakewood Ranch	LakewoodRanchDM		169
8/10/2018	Sarasota	Sanford				
8/13/2018	Sanford	Stuart	Tradition	TraditionDM	\$4,000	254
8/14/2018	Stuart	Sanford				
8/15/2018	Sanford	Clearwater/St. Pete	Clearwater Cay CDD	Clearw21DM	\$4,000	204
	Clearwater/St. Pete	Orlando				
8/29/2018	Sanford	Sarasota	Lakewood Ranch	LakewoodRanchDM	\$4,000	254
	Sarasota	Sanford				
8/30/2018	Sanford	Miami	Strook & Strook	Strook01H-Flagstone v. City of Miami	\$4,000	438
	Miami	Sanford				
<b>Total</b>					<b>\$28,000</b>	

# Residence Inn<sup>®</sup> Marriott.

Residence Inn by Marriott  
Residence Inn Clearwater Dtn

940 Court St  
Clearwater FL 33756  
T 727.562.5400

H. Fishkind

Room: 413  
Room Type: STKT  
Number of Guests: 1  
Rate: \$136.00      Clerk:

Arrive: 15Aug18      Time: 03:34PM      Depart: 16Aug18      Time:      Folio Number: 70873

Date	Description	Charges	Credits
15Aug18	Room Charge	136.00	
15Aug18	Occupancy Sales Tax	8.16	
15Aug18	State TAX	9.52	
16Aug18	Visa <i>Card #: VXXXXXXXXXXXX4231/XXXX Amount: 153.68 Auth: 015210 Signature on File This card was electronically swiped on 15Aug18</i>		153.68
	<b>Balance:</b>	<b>0.00</b>	

Rewards Account # XXXXX9283. Your Rewards points/miles earned on your eligible earnings will be credited to your account. Check your Rewards Account Statement or your online Statement for updated activity.

See our "Privacy & Cookie Statement" on Marriott.com.

- Hank's corp card  
- charge to Clearwater 21DM

Copy Count

Account: Clearwater Cay

Amount of Copies: 1,568

Total \$: 235.20

Month: August





### Account Summary Report

Date Range: August 1, 2018 to August 31, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

#### Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

#### Account Summary

Account	Sub Account	Pieces	Total Charged
Clearwater Cay CDD		5	\$2,560
	<b>Grand Total</b>		<b>\$2,560</b>

UPS No: 1Z1Y9R280398666123	Shipper	Receiver	Freight	7.95
Pickup Date: 07/30/2018	FISHKIND & ASSOCIATES	CLEARWATER POLICE	Fuel Surcharge	9.94
Service Level: Commercial Ground	12051 CORPORATE BLVD	DEPARTMENT		0.73
Weight: 1 lb	ORLANDO	645 PIERCE STREET		
Zone: 002	FL 32817	CLEARWATER		
Payer: Shipper	SONALI PATIL	FL 33756		
Bill Reference: Clearwater Cay CDD	Clearwater Cay CDD	ATTN: SUPPORT SERVIC		
			Total	10.67
			Sub Total	10.67
		1 count		8.58

# GRAY ROBINSON

Attorneys At Law  
Post Office Box 3068  
Orlando, Florida 32802

Telephone (407) 843-8880  
Federal ID # 59-1300132

Clearwater Cay Club CDD  
Attn: Dr. Hank Fishkind  
Fishkind & Associates  
12051 Corporate Blvd.  
Orlando, FL 32817

September 10, 2018  
FILE # 40525 - 9

*Cymar*  
*PA 129*

Invoice # 10811690

Re: Grand Venezia COA, Inc. vs. Clearwater Cay CDD

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 43,967.00
CURRENT DISBURSEMENTS:	\$ 320.35
CURRENT BALANCE DUE:	<b>\$ 44,287.35</b>

RECEIVED SEP 13 2018

0077

**CLIENT COPY**  
**PAYMENT IS DUE UPON RECEIPT**

**Professional Services:**

08/01/18	DLS	Review file for pending conference call; Telephone conference with T. Cloud on pending hearing process; Telephone conference with R. Johnson regarding hearing with Judge Jirotko; Review emails with hearing excerpts from B. Barnes; Review B. Barnes letter to GVCOA; Review Fishkind Summary; Prepare email to T. Davison; Review D. Dwyer ad hominem nonsense; Review multiple emails on pending issues; Review process issues.	1.50
08/01/18	RJ	Review correspondence from Trevor Davison; review correspondence from Bruce Barnes; review correspondence from Don Dwyer; conference with counsel; letter to counsel; review correspondence from counsel; telephone Judicial Assistant; review correspondence from Hank Fishkind; review correspondence from Brian Crumbaker; review exhibits; letter to Hank Fishkind	2.60
08/02/18	DLS	Conference regarding cancelled case hearing; Telephone conference with R. Johnson and T. Cloud about rescheduled hearing and strategy; Review email from Judge Jirotko's JA regarding new notice of hearing; Prepare notes on same; Review Plaintiff's Exhibits; Review email from B. Barnes regarding email to Court regarding new notice; Review email to client board; Review email from H. Fishkind regarding hearing issues; Review summary from T. Cloud on process; Prepare email on follow-up; Review transcript excerpts; Fishkind testimony review continued; Prepare outline of same - general; Add details to testimony outline.	3.70
08/02/18	RJ	Review excerpt of closing; conference with counsel; letter to client; review correspondence from Judge Jirotko; conference with counsel; conference with client; letter to counsel; letter to client; review correspondence from opposing attorney; review Amended Notice of Hearing; review aerals; review draft Agenda; conference with counsel; review correspondence from Hank Fishkind	4.40
08/03/18	DLS	Continue outline of Fishkind testimony to correct Barnes' misrepresentations; Review related documents; Prepare summary of documents and items to bring to hearing; Create outline of main points; Review hearing transcript (April 26, 2018); Annotate same; Review and compare Final Judgment in favor of Defendants; Review Partial Summary Judgment.	4.40

10811690

Grand Venezia COA, Inc. vs. Clearwater Cay CDD

08/04/18	RJ	Review correspondence from counsel; letter to counsel; review research	0.80
08/06/18	TAC	Conference call; reviewing agenda	1.00
08/06/18	DLS	Exchange emails on upcoming discussion of pending matters; Conference regarding conference call; Review file preparatory to and participate in conference call; Telephone conference with T. Cloud regarding pending issues; Review email from R. Johnson on status; Prepare email in response; Review of all related items for hearing continued; Review Appraisal and useable aerial of site; Review and annotate Condo Declaration; Review records for Judge Jirotka hearing and Reassessment Hearing; Prepare notes on same; Outline record for Reassessment Hearing; Prepare packet for Board; Review related special assessment procedures; Prepare summary of Statutory Process; Summarize Dr. Jones' analysis.	3.80
08/06/18	RJ	Letter to counsel; review correspondence from counsel	0.30
08/07/18	TAC	Research	1.00
08/07/18	DLS	Review emails regarding hearing preparation; Prepare email to R. Johnson on same; Telephone conference with R. Johnson and J. LaRose to discuss documents needed for hearing; Telephone conference with R. Johnson regarding hearing strategy; Telephone conference with T. Cloud regarding hearing at District; Organize records; Review email from H. Fishkind on strategy; Telephone conference with T. Cloud regarding same; Review email from T. Davison regarding Dwyer and Tsinokas propaganda; Review email on documents for hearing; Review multiple emails on all pending matters.	2.50
08/07/18	RJ	Conference with counsel; research; prepare for hearing; review correspondence from Trevor Davison; review correspondence from Jennifer Walden; review Agenda and Resolutions; letter to Trevor Davison	2.80
08/08/18	TAC	Finishing research; modifying agenda; modifying resolution; conferring by phone with Jennifer Walden	2.00
08/08/18	DLS	Telephone conference with R. Johnson regarding approach to hearing; Review Jones transcript; Review email on Summary Judgment; Review email from R. Johnson regarding documents for hearing; Review emails on agenda; Telephone conference with R. Johnson about preparation for hearing; Telephone conference with R. Johnson and J. LaRose regarding hearing preparation; Prepare notes on issues for hearing; Review Jones transcript continued; Review	2.40

		inside the gates issue and Barnes' misrepresentation; Review testimony on property inside the gates; Prepare notes on same.	
08/08/18	RJ	Research; conference with counsel; prepare for hearing; conference with client; review modifications to Agenda; review correspondence from Jennifer Walden; review correspondence from Hank Fishkind; letter to Brian Crumbaker; review correspondence from Joseph Gaynor	3.40
08/09/18	TAC	Conferring with co-counsel after hearing; reviewing letter to Board	1.00
08/09/18	DLS	Continue review of files created for hearing today; Review issue on GVCOA regarding assessment procedure; Review and organize multiple redwells of documents and exhibits depending upon hearing issues that could arise; Review and revise initial presentation; Review closing and transcript arguments; Prepare larger graphic of 2015 District Property; Review all back-up documents for hearing and index for use in presentation Telephone conference with R. Johnson regarding hearing strategy; Continue preparation for and attend hearing with Judge Jirotko, et al.; Prepare draft order; Conference with B. Crumbaker regarding assessment issues; Telephone conference with R. Johnson and B. Crumbaker regarding hearing results, process from here and Reassessment Hearing; Continue preparation for Reassessment Hearing; Review email from R. Johnson regarding hearing summary to Directors; Prepare email in response.	6.10
08/09/18	RJ	Conference with counsel; attend hearing; review correspondence from counsel; review deeds; conference with counsel; conference with counsel post hearing; letter to Board of Supervisors regarding hearing	3.40
08/10/18	TAC	Preparing for and participating in conference call with Hank Fishkind	1.00
08/10/18	DLS	Telephone conference with R. Johnson regarding pending issues and reassessment hearing; Review email from H. Fishkind re assessment process; Telephone conference with R. Johnson on coordinating efforts; Review for reassessment hearing; Conference regarding Order as entered by the Judge; Review email from B. Crumbaker regarding Engineer's Report; Prepare email in response; Review Chapter 170 issues; Prepare for public hearing.	2.30
08/10/18	RJ	Review correspondence from Hank Fishkind; review	1.30

		correspondence from Trevor Davison; review correspondence from counsel; conference with counsel; review correspondence from client; letter to client; review correspondence from Don Dwyer; review correspondence from Farid Chehaiber; conference with client	
08/13/18	TAC	Reviewing letter from Bruce Barnes; conferring by phone with co-counsel on Wednesday proceedings and how to implement the statute; conferring by phone with Hank Fishkind on hearing	1.30
08/13/18	DLS	Conference regarding District Agenda and additional documents; Telephone conference with T. Cloud regarding hearing and litigation; Prepare notes on same; Review email from A. Glidden and respond; Review emails from R. Johnson and H. Fishkind on pending matters; Exchange emails on engineering data; Telephone conference with H. Fishkind about meeting process; Prepare for board hearing continued.	1.20
08/14/18	DLS	Prepare hearing checklist and related documents; Review file on pending issues; Review file and prepare package for the Board meeting; Review prior transcripts of H. Fishkind testimony, MacLaren's testimony and issue on inside and outside the gates assessments; Exchange emails on COA's fictional accounts.	2.40
08/15/18	DLS	Telephone conference with T. Cloud regarding hearing preparation; Exchange emails with B. Crumbaker regarding meeting and related issues; Review file and documents for meeting and public hearing; Telephone conference with B. Crumbaker about all pending issues; Review letter from Bondholders' counsel; Prepare email to Board Members regarding Bondholders' letter; Telephone conference with H. Fishkind regarding recent developments; Prepare for and attend Board Meeting and public hearing at Clearwater library; Prepare notes on same - internal.	6.90
08/16/18	TAC	Conferring by phone several times with co-counsel on followup from meeting; conferring by phone with Hank Fishkind on assembling record for assessment hearings	1.50
08/16/18	RJ	Review correspondence from Judicial Assistant; review correspondence from client; review correspondence from Dwyer; conference with counsel; letter to client; review correspondence from Alan Glidden; review correspondence from Chere Barton; review correspondence from Hank Fishkind; letter to	3.10

10811690

Grand Venezia COA, Inc. vs. Clearwater Cay CDD

		Judge Jirotko; review correspondence from opposing counsel; review correspondence from Joel Mies; conference with counsel; letter to counsel; review correspondence from counsel	
08/16/18	DLS	Telephone conference with T. Cloud regarding update on hearing and COA's threat and responses, strategy; Review email from and telephone conference with R. Johnson on pending matters; Review email from A. Glidden on pending issues; Telephone conference with T. Cloud and R. Johnson about pending issues; Telephone conference follow-up on pending matters; Exchange emails on hearing transcript; Review email on setting hearings, post mortem, review files and organize next steps.	1.70
08/17/18	RJ	Draft letter to Judge Jirotko regarding completed reassessment and applicable documents; conference with counsel; letter to client; research; conference with counsel	2.70
08/18/18	RJ	Review correspondence from court reporter; letter to court reporter; telephone counsel; review correspondence from Hank Fishkind; review correspondence from Courtney Verhagen; letter to Courtney Verhagen	0.90
08/19/18	RJ	Letter to client; letter to Courtney Verhagen; revise letter to Judge Jirotko; draft proposed Final Judgment; conference with counsel; review correspondence from client	2.20
08/20/18	TAC	Reviewing and providing comments on both last draft of letter to Judge and draft Order to Judge	1.00
08/20/18	RJ	Conference with counsel; review correspondence from counsel; revise Final Judgment; letter to Judge Jirotko; review correspondence from court reporter; letter to client; review correspondence from Trevor Davison; letter to Kim Hancock; conference with counsel; review proposed letter; review documents from Brian Crumbaker	2.90
08/21/18	DLS	Review email from R. Johnson with draft letter to Judge; Review email from H. Fishkind regarding preparing the requisite information; Review multiple additional emails regarding same; Review letter from Hopping Green; Review multiple emails in follow-up; Review emails from Court Reporter regarding clarifications and review responses; Review material from Hopping Green; Review letter to Board.	0.90
08/21/18	RJ	Conference with counsel; conference with client; letter to client regarding case status; review correspondence	2.00



10811690

Grand Venezia COA, Inc. vs. Clearwater Cay CDD

		from Jerry Lancaster; letter to Jerry Lancaster; review correspondence from Hank Fishkind	
08/23/18	TAC	Reviewing 4th Amended Complaint; reviewing correspondence related to matters involving filing with Judge	1.00
08/23/18	DLS	Review emails on short form Final Judgment and strategy on proceeding to conclusion and related exhibits; Review E-filing of Plaintiff's Motion to Amend Complaint; Review Notice of Filing; Review Fourth Amended Complaint and exhibits.	1.00
08/23/18	RJ	Letter to client; review correspondence from client; telephone counsel; review Motion to Amend; conference with counsel; review Complaint; review Second Motion to Amend; research regarding Motion to Amend; letter to counsel and client regarding Motion to Amend	4.00
08/24/18	DLS	Review email - E-filing by B. Barnes - filings related to Fourth Amended Complaint; Review email from R. Johnson regarding anomalous filings and responses; Review email with letter to Board and attachments.	0.30
08/24/18	RJ	Review correspondence from Bruce Barnes; telephone counsel; review correspondence from Gary Perko; review correspondence from client; review correspondence from Bruce Barnes; letter to client regarding Fourth Amended Complaint	2.10
08/25/18	RJ	Review correspondence from Don Dwyer; review correspondence from client; letter to client	0.50
08/26/18	RJ	Review correspondence from client; review draft minutes; review correspondence from Trevor Davison; review correspondence from Jennifer Walden	1.50
08/27/18	RJ	Review transcript; conference with counsel; letter to client; revise correspondence to Judge Jirotko; review correspondence from client; research; prepare index	3.60
08/27/18	DLS	Review email from D. Dwyer - propaganda to COA; Review related emails; Prepare response; Review email from T. Davison - response to D. Dwyer and review email with assessment hearing transcript; Begin review of transcript; Review emails on filings with Judge Jirotko.	2.90
08/28/18	RJ	Review documents; revise letter to Judge Jirotko; conference with counsel; conference with clients; draft Notice of Filing; review correspondence from opposing attorney; review correspondence from Don Dwyer; review correspondence from Trevor Davison; letter to Bruce Barnes and Brian Crumbaker; review	4.60

10811690

Grand Venezia COA, Inc. vs. Clearwater Cay CDD

		correspondence from Brian Crumbaker; conference with counsel; letter to opposing counsel	
08/28/18	DLS	Review pending matters; Telephone conference with R. Johnson regarding status; Review emails on bondholder exhibits; Review Notice of Filing -- minutes, resolutions and appraisal; Review supplemental Notice of Filing; Review indenture provisions filing; Review Notice of Filing Bondholders' Letter at hearing; Review email regarding downloading of files; Review letter to Judge Jirotko and review enclosure to letter; Review email from H. Fishkind; Review emails on hearing questions and related back-up information; Review email to B. Barnes and B. Crumbaker; Review form of Final Judgment and additional emails; Review hearing dates on Motion to Amend.	1.70
08/29/18	RJ	Review correspondence from Dr. Fishkind; prepare notebook; letter to Judge Jirotko; review correspondence from Don Dwyer; review correspondence from Judge Jirotko; draft Notice of Hearing; conference with counsel; review correspondence from Judge Jirotko; draft Notice of Hearing; conference with counsel; review correspondence from Trevor Davison; review Notice of Hearing; review Opposition to Motion to Amend Complaint; research; review correspondence from Jerry Lancaster; review correspondence from Bruce Barnes to Judge Jirotko; conference with counsel	5.20
08/29/18	DLS	Review multiple emails regarding pending developments; Review email from D. Dwyer regarding same; Review Notice of Hearing -- Plaintiff's Notice to Amend; Review email from T. Davison on lawsuit issues; Review email from J. Lancaster, et al.; Review letter - Bruce Barnes; email with filing by B. Barnes; Review Oppenheimer's Opposition to Amended Complaint; Review recent case law on Barnes' due process argument; Prepare email in response.	1.30
08/30/18	RJ	Conference with counsel; review research; letter to Judge Jirotko; review correspondence from Bruce Barnes to Judge Jirotko	1.50
08/30/18	DLS	Telephone conference with R. Johnson about pending issues and potential emergency hearing.	0.30
08/31/18	RJ	Review correspondence from Judge Jirotko; letter to Judge Jirotko	0.30

Current Fees:

\$ 43,967.00

10811690

Grand Venezia COA, Inc. vs. Clearwater Cay CDD

<u>NAME</u>	<u>HOURS</u>	<u>AMOUNT</u>
Cloud, Thomas A.	10.80	\$ 4,158.00
Smith, David L	47.30	\$ 18,210.50
Johnson, Robert	56.10	\$ 21,598.50
	<hr/> 114.20	<hr/> \$ 43,967.00

**Disbursements:**

06/30/18	Courier Service	\$ 34.50
08/08/18	Internal Reproduction Costs (1,150 @ 0.20 Per Copy)	\$ 230.00
08/08/18	Internal Reproduction Costs (138 @ 0.20 Per Copy)	\$ 27.60
08/16/18	Mileage	\$ 25.40
08/20/18	Long Distance Calls	\$ 1.64
08/28/18	Postage and Handling (1 @ 1.21 )	\$ 1.21
	Current Disbursements:	<hr/> \$ 320.35

# GRAYROBINSON

Attorneys At Law  
Post Office Box 3068  
Orlando, Florida 32802

Telephone (407) 843-8880  
Federal ID # 59-1300132

Clearwater Cay Club CDD  
Attn: Dr. Hank Fishkind  
Fishkind & Associates  
12051 Corporate Blvd.  
Orlando, FL 32817

September 10, 2018

FILE # 40525 - 1

Cymav

PA 129

Invoice # 10811607  
Re: General File

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 885.50
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 885.50

RECEIVED SEP 13 2018

0077

**CLIENT COPY**  
**PAYMENT IS DUE UPON RECEIPT**

10811607  
General File

**Professional Services:**

08/07/18	DLS	Review email from J. Gaynor regarding covered parking issue and prepare email in response.	0.20
08/09/18	DLS	Exchange emails on parking consideration, J. Gaynor and T. Cloud; Review email from J. Walden regarding next board meeting; Prepare email in response.	0.40
08/10/18	DLS	Review file and telephone call to J. Gaynor re Harbourside parking; Follow-up telephone conference with J. Gaynor regarding survey, parking and private use.	0.50
08/13/18	DLS	Review email from J. Gaynor regarding As-Built Survey original sketch and revised License; Prepare notes on same; Prepare email to Board and District Manager.	0.40
08/14/18	DLS	Prepare summary of outstanding items.	0.20
08/15/18	DLS	Review email from R. Sullivan regarding pending parking agreement; Prepare email to District Team and Board; Prepare email in response; Exchange emails on same; Review email from J. Gaynor on same by follow-up; Review emails on resignation.	0.50
08/24/18	DLS	Review email from J. Gaynor and respond.	0.10

Current Fees:

\$ 885.50

<u>NAME</u>	<u>HOURS</u>	<u>AMOUNT</u>
Smith, David L	2.30	\$ 885.50
	<u>2.30</u>	<u>\$ 885.50</u>

**GRAY | ROBINSON**  
ATTORNEYS AT LAW

301 EAST PINE STREET  
SUITE 1400  
POST OFFICE BOX 3068 (32802-3068)  
ORLANDO, FLORIDA 32801  
TEL 407-843-8880  
FAX 407-244-5690

BOCA RATON  
FORT LAUDERDALE  
FORT MYERS  
GAINESVILLE  
JACKSONVILLE  
KEY WEST  
LAKELAND  
MELBOURNE  
MIAMI  
NAPLES  
ORLANDO  
TALLAHASSEE  
TAMPA

Thomas A. Cloud, Esquire

407-244-5624

THOMAS.CLOUD@GRAY-ROBINSON.COM

September 11, 2018

Clearwater Cay Club CDD  
Attn: Dr. Hank Fishkind  
Fishkind & Associates  
12051 Corporate Blvd.  
Orlando, FL 32817

Re: Legal Representation through August 31, 2018

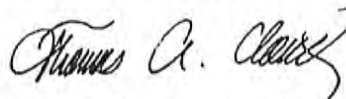
Dear Dr. Fishkind:

Enclosed are our invoices for legal services rendered through August 31, 2018 on the following matters:

- |   |         |
|---|---------|
| 1. General                                  | 40525-1 |
| 2. Grand Venezia Inc. v. Clearwater Cay CDD | 40525-9 |

As always, if you have any questions or concerns regarding our invoices, please do not hesitate to call me.

Very truly yours,



Thomas A. Cloud, Esquire  
GrayRobinson, P.A.

[Signed in Mr. Cloud's absence to prevent delay]

TAC/jg  
Enclosures

# GRAYROBINSON

Attorneys At Law  
Post Office Box 3068  
Orlando, Florida 32802

Telephone (407) 843-8880  
Federal ID # 59-1300132

Clearwater Cay Club CDD  
Attn: Dr. Hank Fishkind  
Fishkind & Associates  
12051 Corporate Blvd.  
Orlando, FL 32817

September 10, 2018  
FILE # 40525 - 9

Invoice # 10811690  
Re: Grand Venezia COA, Inc. vs. Clearwater Cay CDD

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 43,967.00
CURRENT DISBURSEMENTS:	\$ 320.35
<b>CURRENT BALANCE DUE:</b>	<b>\$ 44,287.35</b>

0077

## REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.  
**PAYMENT IS DUE UPON RECEIPT**

# GRAY ROBINSON

Attorneys At Law  
Post Office Box 3068  
Orlando, Florida 32802

Telephone (407) 843-8880  
Federal ID # 59-1300132

Clearwater Cay Club CDD  
Attn: Dr. Hank Fishkind  
Fishkind & Associates  
12051 Corporate Blvd.  
Orlando, FL 32817

September 10, 2018  
FILE # 40525 - 1

Invoice # 10811607  
Re: General File

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 885.50
CURRENT DISBURSEMENTS:	\$ 0.00
<b>CURRENT BALANCE DUE:</b>	<b>\$ 885.50</b>

0077

## REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.  
**PAYMENT IS DUE UPON RECEIPT**



**CLEARWATER POLICE DEPARTMENT EXTRA DUTY PERMIT APPLICATION**

645 Pierce Street Clearwater, FL 33756  
**Phone: 562-4152 or 562-4146, Fax: 562-4466**

NAME OF APPLICANT (Business/ Organization/Individual)	DESIGNATED REPRESENTATIVE	PHONE	FAX NUMBER
Clearwater Cay Community Development District	Dr. Hank Fishkind	(407) 382-3256	(407) 382-3254
AFTER HOURS CONTACT PERSON AND AFTER HOURS PHONE NUMBER	CELLULAR TELEPHONE NUMBER AND E-MAIL ADDRESS		
Hank Fishkind, (407) 234-2952	(407) 234-2952    hankf@fishkind.com		
ADDRESS OF EVENT	BILLING ADDRESS (Permanent Address)		
100 North Osceola Ave., Clearwater, FL 33755	12051 Corporate Blvd., Orlando, FL 32817		
PERMIT SERVICE DATE(S), DAYS AND HOURS TO BE WORKED/NUMBER OF OFFICERS REQUESTED	OFFICERS REPORT TO:	PREDICTED ATTENDANCE	
Wednesday, October 17, 2018; 5:00 p.m. - 9:00 p.m. / 1 Officer	Dr. Hank Fishkind	100	
DESCRIPTION OF SERVICES NEEDED/TYPE AND DESCRIPTION OF EVENT	CRUISER NEEDED:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Security for Board of Supervisors' Meeting	IF YES, HOW MANY		

**PERMIT CANCELLATION**

**THE POLICE DEPARTMENT CAN CANCEL A PERMIT ANY TIME, WITH OR WITHOUT CAUSE. THE PERMITTEE MAY CANCEL A PERMIT BY CONTACTING THE COORDINATOR AT 727-562-4152 / 727-562-4146, 24 HOURS PRIOR TO THE EVENT DURING BUSINESS HOURS, OR NON-BUSINESS HOURS BY CONTACTING THE COMMUNICATIONS FLOOR SUPERVISOR AT 727-562-4235. IF THIS CANCELLATION IS NOT MADE AT LEAST 24 HOURS PRIOR TO THE DATE AND TIME OF THE PERMIT ASSIGNMENT, THE PERMITTEE MAY BE RESPONSIBLE FOR COMPENSATION TO THE DEPARTMENT AT THE MINIMUM NUMBER OF HOURS PAY FOR EACH OFFICER SCHEDULED. THIS MINIMUM MAY VARY ACCORDING TO THE RANK OF THE SCHEDULED OFFICERS.**

I, Hank Fishkind, AS AUTHORIZED REPRESENTATIVE OF AFOREMENTIONED PERMITTEE, HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND EXTRA DUTY AGREEMENT AND THIS PERMIT APPLICATION, AND THE "CONDITIONS OF PERMIT," AND FURTHER AGREE THAT I WILL ABIDE BY AND BE SUBJECT TO THESE CONDITIONS IN ALL RESPECTS;

*Hank Fishkind*

SIGNATURE OF PERMITTEE OR AUTHORIZED REPRESENTATIVE

9/21/18

DATE

**SIGNATURE IS REQUIRED**

**OFFICE USE ONLY**

**GRANTED** THE ABOVE APPLICATION FOR PERMIT IS HEREBY GRANTED, AND THE ABOVE APPLICATION, TOGETHER WITH THE AFOREMENTIONED "CONDITIONS OF PERMIT" ARE HEREBY ADOPTED, BY REFERENCE, AND ARE MADE A PART OF AND CONSTITUTE THE TERMS AND CONDITIONS AND THIS PERMIT.

AUTHORIZED SIGNATURE \_\_\_\_\_

DATE APPROVED \_\_\_\_\_

Jennifer Glasgow

---

**From:** Sonali Patil  
**Sent:** Monday, September 24, 2018 8:43 AM  
**To:** Jennifer Glasgow  
**Cc:** Jennifer Walden  
**Subject:** Clearwater Cay CDD Extra Duty Officer for 10-17-18 Meeting  
**Attachments:** Extra Duty Permit App [10-17-18.pdf](#)

Hi Jen,

Please see the attached application for the Extra Duty Officer for the Clearwater Cay 10-17-18 meeting. The fee is \$160.

Thank you,

*Sonali*

Sonali Patil,  
Assistant District Manager  
Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817  
O.407.382.3256 F.407.382.3254

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& ASSOCIATES  
ESTABLISHED 1987

[www.fishkind.com](http://www.fishkind.com)



**CLEARWATER CAY  
COMMUNITY DEVELOPMENT DISTRICT**

District's Financial Position and Budget-to-Actual

**Clearwater Cay CDD**  
Statement of Activities (YTD) (Columnar, By SubType Landscape)  
As of 9/30/2018

	General Fund	Debt Service Fund Series A	Capital Projects Fund	General Fixed Assets Group	Long Term Debt Group	Total
<b>Revenues</b>						
On-Roll Assessments	\$157,021.25					\$157,021.25
Off-Roll Assessments	272,068.52					272,068.52
On-Roll Assessments		\$569,622.94				569,622.94
Total Revenues	\$429,089.77	\$569,622.94	\$0.00	\$0.00	\$0.00	\$998,712.71
<b>Expenses</b>						
Supervisor Fees	\$5,650.00					\$5,650.00
Travel and Per Diem	619.01					619.01
Insurance	5,096.00					5,096.00
Management	24,999.96					24,999.96
Dissemination Agent	1,000.00					1,000.00
Property Appraiser	5,050.00					5,050.00
District Counsel	9,546.72					9,546.72
District Counsel - Litigation	468,160.01					468,160.01
Financial Advisor	49,725.00					49,725.00
Audit	3,523.00					3,523.00
Telephone	140.04					140.04
Postage & Shipping	571.40					571.40
Copies	852.30					852.30
Legal Advertising	8,290.44					8,290.44
Office Supplies	230.57					230.57
Web Site Maintenance	900.00					900.00
Dues, Licenses, and Fees	175.00					175.00
Security	640.00					640.00
Road Repair	2,980.00					2,980.00
Trustee Services		\$23,628.37				23,628.37
District Counsel		35,586.12				35,586.12
Principal Payment - 2006 A Bond		675,000.00				675,000.00
Interest Payments - 2006 A bond		764,500.00				764,500.00
Total Expenses	\$588,149.45	\$1,489,714.49	\$0.00	\$0.00	\$0.00	\$2,086,863.94
<b>Other Revenues (Expenses) &amp; Gains (Losses)</b>						
Interest Income	\$2.90					\$2.90
Interest Income		\$16,269.45				16,269.45
Interest Income			\$735.57			735.57
Total Other Revenues (Expenses) & Gains (Losses)	\$2.90	\$16,269.45	\$735.57	\$0.00	\$0.00	\$17,007.92

**Clearwater Cay CDD**  
Statement of Activities (YTD) (Columnar, By SubType Landscape)  
As of 9/30/2018

	General Fund	Debt Service Fund Series A	Capital Projects Fund	General Fixed Assets Group	Long Term Debt Group	Total
Change In Net Assets	(\$159,056.78)	(\$912,822.10)	\$735.57	\$0.00	\$0.00	(\$1,071,143.31)
Net Assets At Beginning Of Year	\$103,403.04	(\$10,770,571.21)	\$70,232.31	\$0.00	\$0.00	(\$10,596,935.86)
Net Assets At End Of Year	<u>(\$55,653.74)</u>	<u>(\$11,683,393.31)</u>	<u>\$70,967.88</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>(\$11,668,079.17)</u>



**Clearwater Cay CDD**  
**Statement of Financial Position**  
**(Columnar Landscape)**  
**As of 9/30/2018**

10/8/18  
 2:41:27 PM

	General Fund	Debt Service Fund Series A	Capital Projects Fund	General Fixed Assets Group	Long Term Debt Group	Total
<b><u>Current Assets</u></b>						
General Checking Account	\$2,679.91					\$2,679.91
Assessments Receivable	10,778.98					10,778.98
Prepaid Expenses	5,096.00					5,096.00
Assessments Receivable		\$4,895.32				4,895.32
Debt Service Reserve 2006 A Bond		374,498.96				374,498.96
Revenue 2006 A Bond		1,448,332.41				1,448,332.41
Acquisition/Construction 2006 A Bond			\$14,933.23			14,933.23
Working Capital 2006 A Bond			56,034.65			56,034.65
<b>Total Current Assets</b>	<b>\$18,554.89</b>	<b>\$1,827,726.69</b>	<b>\$70,967.88</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,917,249.46</b>
<b><u>Investments</u></b>						
Amount Available in Debt Service Funds					\$1,827,726.69	\$1,827,726.69
Amount To Be Provided					12,072,273.31	12,072,273.31
<b>Total Investments</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,900,000.00</b>	<b>\$13,900,000.00</b>
<b>Total Assets</b>	<b>\$18,554.89</b>	<b>\$1,827,726.69</b>	<b>\$70,967.88</b>	<b>\$0.00</b>	<b>\$13,900,000.00</b>	<b>\$15,817,249.46</b>
<b><u>Liabilities and Net Assets</u></b>						
<b><u>Current Liabilities</u></b>						
Accounts Payable	\$74,208.63					\$74,208.63
Due to Bondholders		\$13,511,120.00				13,511,120.00
<b>Total Current Liabilities</b>	<b>\$74,208.63</b>	<b>\$13,511,120.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,585,328.63</b>
<b><u>Long Term Liabilities</u></b>						
Revenue Bonds Payable - Long-Term					\$13,900,000.00	\$13,900,000.00
<b>Total Long Term Liabilities</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,900,000.00</b>	<b>\$13,900,000.00</b>
<b>Total Liabilities</b>	<b>\$74,208.63</b>	<b>\$13,511,120.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,900,000.00</b>	<b>\$27,485,328.63</b>

**Clearwater Cay CDD**  
Statement of Financial Position  
(Columnar Landscape)  
As of 9/30/2018

	General Fund	Debt Service Fund Series A	Capital Projects Fund	General Fixed Assets Group	Long Term Debt Group	Total
<b>Net Assets</b>						
Net Assets, Unrestricted	(\$288,536.35)					(\$288,536.35)
Net Assets - General Government	391,939.39					391,939.39
Current Year Net Assets - General Government	(159,056.78)					(159,056.78)
Net Assets, Unrestricted		(\$11,641,722.91)				(11,641,722.91)
Current Year Net Assets, Unrestricted		(912,822.10)				(912,822.10)
Net Assets - General Government		871,151.70				871,151.70
Net Assets, Unrestricted			(\$21,092,527.74)			(21,092,527.74)
Current Year Net Assets, Unrestricted			735.57			735.57
Net Assets - General Government			21,162,760.05			21,162,760.05
<b>Total Net Assets</b>	<b>(\$55,653.74)</b>	<b>(\$11,683,393.31)</b>	<b>\$70,967.88</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$11,668,079.17)</b>
<b>Total Liabilities and Net Assets</b>	<b>\$18,554.89</b>	<b>\$1,827,726.69</b>	<b>\$70,967.88</b>	<b>\$0.00</b>	<b>\$13,900,000.00</b>	<b>\$15,817,249.46</b>



**Clearwater Cay Community Development District**  
**Budget to Actual**  
**For the Period Ended 9/30/2018**

	Actual	Year To Date Budget	Variance	Adopted FY 2018 Budget
<b>Revenues</b>				
General O&M Assessments	\$429,089.77	\$420,175.00	\$8,914.77	\$420,175.00
Carry Forward	\$75,000.00	\$75,000.00	\$0.00	\$75,000.00
Grand Venezia-Specific Assessment	\$75,302.79	\$78,000.00	(\$2,697.21)	\$78,000.00
<b>Net Revenues</b>	<b>\$579,392.56</b>	<b>\$573,175.00</b>	<b>\$6,217.56</b>	<b>\$573,175.00</b>
<b>General O&amp;M Expenses</b>				
First Quarter Operating Reserve	\$0.00	\$8,000.00	(\$8,000.00)	\$8,000.00
Supervisor Fees	\$5,650.00	\$9,000.00	(\$3,350.00)	\$9,000.00
Travel & Per Diem	\$619.01	\$0.00	\$619.01	\$0.00
Management	\$24,999.96	\$50,000.00	(\$25,000.04)	\$50,000.00
Engineering	\$0.00	\$2,500.00	(\$2,500.00)	\$2,500.00
Dissemination Agent	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
Property Appraiser	\$5,050.00	\$50.00	\$5,000.00	\$50.00
General District Counsel	\$9,546.72	\$70,000.00	(\$60,453.28)	\$70,000.00
Legal Counsel - Litigation	\$468,160.01	\$275,000.00	\$193,160.01	\$275,000.00
Financial Advisor	\$49,725.00	\$0.00	\$49,725.00	\$0.00
Audit	\$3,523.00	\$6,000.00	(\$2,477.00)	\$6,000.00
Telephone	\$140.04	\$400.00	(\$259.96)	\$400.00
Postage & Shipping	\$571.40	\$250.00	\$321.40	\$250.00
Copies	\$852.30	\$450.00	\$402.30	\$450.00
Website Maintenance	\$900.00	\$1,000.00	(\$100.00)	\$1,000.00
Legal Advertising	\$8,290.44	\$4,750.00	\$3,540.44	\$4,750.00
Roadway & Other Capital Repair Reserve	\$2,980.00	\$58,000.00	(\$55,020.00)	\$58,000.00
Common Area Maintenance	\$0.00	\$3,500.00	(\$3,500.00)	\$3,500.00
Office Supplies	\$230.57	\$0.00	\$230.57	\$0.00
Dues, Licenses & Fees	\$175.00	\$175.00	\$0.00	\$175.00
Security	\$640.00	\$0.00	\$640.00	\$0.00
General Insurance	\$5,096.00	\$5,100.00	(\$4.00)	\$5,100.00
<b>Total General Expenses</b>	<b>\$588,149.45</b>	<b>\$495,175.00</b>	<b>\$92,974.45</b>	<b>\$495,175.00</b>
<b>Grand Venezia Expenses</b>				
Maintenance of CDD-Owned Property with Grand Venezia	\$75,302.79	\$78,000.00	\$(2,697.21)	\$78,000.00
<b>Total Grand Venezia Expenses</b>	<b>\$75,302.79</b>	<b>\$78,000.00</b>	<b>\$(2,697.21)</b>	<b>\$78,000.00</b>
<b>Grand Total Expenses</b>	<b>\$663,452.24</b>	<b>\$573,175.00</b>	<b>\$90,277.24</b>	<b>\$573,175.00</b>
<b>Net Income (Loss)</b>	<b>\$(84,059.68)</b>	<b>\$0.00</b>	<b>\$(84,059.68)</b>	<b>\$0.00</b>