

# **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

### **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

## **MINUTES OF MEETING**

### ***CLEARWATER CAY***

### ***COMMUNITY DEVELOPMENT DISTRICT***

### ***Board of Supervisors Meeting***

***Wednesday, September 19, 2018 at 5:00 pm***

***Main Library, 100 N. Osceola Avenue,***

***Clearwater, FL 33755***

Present and constituting a quorum:

Jeff Wilson	Board Member
Alan Glidden	Vice Chair
Joel Mies	Assistant Secretary
Jerry Lancaster	Assistant Secretary
Nino Accetta	Assistant Secretary

Also present were:

Jennifer Walden	Fishkind & Associates, Inc.
Robert Johnson	Gray Robinson
Kendall Christensen	Chargebacks 911
Ben Bridwell	Chargebacks 911
Bruce Barnes	Bruce Barnes P.A.
Debbie Taylor	Bruce Barnes P.A.
Michael Herd	GVCOA
Ronald Schulte	GVCOA
Don Dwyer	GVCOA
Ann Cameron	GVCOA
Craig Smestad, MD	GVCOA
Nancy Thibodeau	GVCOA
Brian Crumbaker	Trustee's Legal Counsel (via phone)
Dan Tsinokas	GVCOA (via phone)

### **FIRST ORDER OF BUSINESS**

### **Call to Order and Roll Call**

The Clearwater Cay Community Development District Board of Supervisors' Meeting was called to order at approximately 5:00 p.m. Roll was called. The persons in attendance are outlined above.

### **SECOND ORDER OF BUSINESS**

### **Public Comment Period**

Ms. Walden explained that this is the portion of the agenda where if anyone has any questions or comments on any of the agenda items that are listed, now is the time to comment on that. She noted that if the public has any questions or comments for items that are not on the agenda that they hold them until the audience comment section towards the end of the meeting.

Mr. Herd stated that he has been to three meetings and noticed that Mr. Glidden is not asking questions or providing discussion. He asked Mr. Glidden to decide tonight whether he wants to represent the people of Venezia on this Board or resign tonight. Mr. Glidden stated that he is going to stay on the Board.

Mr. Barnes wanted to address the agenda item requesting an Executive Session. He stated that Florida governments are supposed to operate in the sunshine and the CDD is a mini unit of government. He stated that the Sunshine Law requires generally that things be done in the public but there is an exception to the Sunshine Law with regard to pending litigation which allows for the Board Members to meet with Counsel and a certain individual to discuss pending litigation only. He stated that it goes further than that and it only allows discussions related to settlement negotiations or strategy sessions related to litigation expenditures. He stated that the Board is not allowed to meet behind closed doors with its Attorneys to talk about the election, or any other matter besides the pending litigation and it must be specific to settlement negotiations or strategy related to litigation. Mr. Barnes stated that there are no ongoing settlement negotiations between the Grand Venezia and the CDD and there is nothing significant going on in the lawsuit that would require, in his opinion, any Executive Session now. He stated that the first thing that is going on in the court case that is coming up on November 1, 2018, where he has filed a motion on behalf of Grand Venezia, is to amend the lawsuit to challenge the new assessments. He noted that it is a hearing that should not require an Executive Session and on December 3, 2018, there is a motion that he filed on behalf of the Grand Venezia requiring Gray Robinson to disgorge its fees and the CDD filed motions in opposition to that including to strike and try to get Attorney's fees against counsel for the Grand Venezia. He stated that the CDD should not oppose the motion to amend because it is routinely granted and the law requires, generally speaking, that motions to amend be granted. He stated that he is curious to know why anyone would request an Executive Session at this juncture particularly where there will be three new Board Members sitting on the CDD in November. He stated that if the District has an Executive Session it will cause more fees to be incurred. He added that once new Board Members are seated, the newly configured Board can decide that these communications should be made public and any new Board Members would have free access to these communications. He requested that the Board Members ask some hard questions about why they are considering an Executive Session.

### **THIRD ORDER OF BUSINESS**

### **Consideration of the Minutes of the August 15, 2018 Board of Supervisors' Meeting**

The Board reviewed the minutes from the August 15, 2018 Board of Supervisors' Meeting. Mr. Johnson stated that he is not sure he can answer any questions but he brought a transcript of the

last Board meeting. He added that he is not the most pleased with the quality of the record. He stated that it is very difficult for the court reporter to type that up but the Board will have the transcript and it may be filed at some time with Judge Jirotko. Mr. Lancaster stated that it is very difficult to hear and he read the minutes.

On MOTION by Mr. Lancaster, seconded by Mr. Glidden, with all in favor, the Board approved the minutes of the August 15, 2018 Board of Supervisors' Meeting.

#### **FOURTH ORDER OF BUSINESS**

#### **Discussion of Status of District Litigation**

Mr. Johnson explained that District staff requested that Judge Jirotko enter a final judgment without a hearing and suggested that the District would like this to be done before September 15, 2018 when there must be a certification of the tax rolls. Judge Jirotko entered an order denying the District's request which stated that he would not grant an emergency hearing. The Plaintiff, Grand Venezia, had asked for a hearing before any final judgement was entered and he was not ruling on the merits of what was submitted and that the parties will have to do that another day. Mr. Johnson stated that the District has sent off to the Tax Collector for certification, the assessments, which were approved at the last meeting. Mr. Johnson commented that it is a sad situation that the owners within the CDD have spent hundreds of thousands of dollars in Attorney's fees and today, the District is in the exact same position that they were in before this litigation was started and nothing has changed. The assessments remained the same, the District is not dissolved, and in his opinion, it has been a waste of time, effort, and money.

#### **FIFTH ORDER OF BUSINESS**

#### **Request for an Executive Session**

Ms. Walden explained that the District received word from District Counsel that he would like to request an Executive Session. She noted that it was requested for the next Board Meeting which is scheduled for October 17, 2018. Ms. Walden explained that the Executive Session is held pursuant to an exception of the Sunshine Act so it will not be open to the public and the District must provide a published notice for the Executive Session. The Board needs to approve the session at this meeting if it is going to take place and that meeting will be conducted in a manner that complies with the statutory requirements.

Mr. Johnson explained that as District Counsel he is advising the Board that District Counsel desires to have a closed session to advise the Board about pending matters. He noted that those pending matters would be limited to settlement discussions and/or strategy sessions related to litigation expenditures. He believes that it is appropriate to have a closed session. He stated that it will not incur any more expense because a closed session simply means that District staff ask the

public to leave, he and the Board have a meeting, it will be transcribed so there is a record of what occurs, and there is not additional expense unless the Grand Venezia tries to sue again to get access to what occurred at the closed session. Mr. Johnson explained that the reason why he has not requested an Executive Session for a while is because the Grand Venezia caused the District to spend significant money defending against a Writ of Mandamus, which they ultimately lost. Mr. Johnson proposed to have a closed session at which either Ms. Walden or Dr. Fishkind would attend with District Counsel and the Board. Mr. Accetta asked if the goal of the closed session was to give more guidance to Counsel. Mr. Johnson responded that is correct and he will advise the Board of matters that he sees in the litigation and get the Boards advice.

On MOTION by Mr. Lancaster, seconded by Mr. Accetta, with all in favor, the Board approved the Executive Session to be held on October 17, 2018.

#### **SIXTH ORDER OF BUSINESS**

#### **Discussion of Request to Utilize Parking Lot for Additional Usage**

Ms. Walden stated that Mr. Bridwell reached out to the District concerning a request to utilize the parking lot and is here to answer any questions. She explained that his company is a new tenant of the Harborside building and their company sponsors their employees to take part in a Tough Mudder event. They have a trainer working with the group after hours and they want to utilize the corner of the parking lot to do that training. Board Members asked Mr. Bridwell about insurance. Mr. Bridwell stated that his company uses a certified personal trainer that has liability insurance and the company has their own insurance as well. They also had all their employees sign waivers from the personal trainer and the company. Mr. Bridwell explained that the training is light and includes yoga and little cardio. Mr. Accetta asked if the company would be required to allow public to join since they will be using public property or can the company keep it private. Mr. Johnson stated that it does not have to be open to the public since the District is not charging anything and is not making a profit. Mr. Bridwell asked for the address to send binders with information regarding workers comp and the personal trainer. Ms. Walden stated that she will give him her business card after the meeting.

On MOTION by Mr. Accetta, seconded by Mr. Glidden, with all in favor, the Board approved the request to Utilize Parking Lot for Additional Usage, once the insurance has been provided.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Payment Authorization No. 127 – 128**

The Board reviewed Payment Authorization No.127 – 128. Mr. Accetta asked for detail about the Times Publishing Company. Ms. Walden stated that this is the invoice for a legal ad and when the District does a legal ad that is a full-page ad and they are very expensive. She noted that this ad was fairly reasonable compared to some of the other Districts where a legal ad could go up to \$8,000.00. She noted that anytime the District does things related to the assessments it requires a lengthier ad than a normal advertisement for a meeting. Mr. Lancaster reviewed the expenses at the last meeting and the expenses at this meeting and he sees that they are appropriate.

On MOTION by Mr. Lancaster, seconded by Mr. Mies, with all in favor, the Board approved Payment Authorization No. 127 – 128.

#### **EIGHTH ORDER OF BUSINESS**

#### **Review of Statements of the District's Financial Position and Budget-to-Actual**

The Board reviewed the District's financials. Ms. Walden stated that she was talking to the accountant this morning and they noticed that there is a problem with a formula so she is working on fixing that and Ms. Walden will send the updated budget to actual to the Board when it is ready. Mr. Accetta asked what part it is impacting. Ms. Walden stated that it impacts the budget to actual page. Ms. Walden noted that the accountant will work on making sure the formulas are all correct and everything is up to date and then Ms. Walden will send it to the Board so they can see the actual expenses through the end of August.

#### **NINTH ORDER OF BUSINESS**

#### **Staff Reports**

**Attorney –** No Report

**District Manager –** Ms. Walden stated that the District has a new Board Member and the District has not yet placed him as an officer for the District. Ms. Walden prepared Resolution 2018-13 for the Board to nominate Chair, Vice-Chair, and the Assistant Secretaries. Ms. Walden noted that currently there is no one in the Chair position, Mr. Glidden is the Vice-Chair, Mr. Lancaster, Mr. Accetta, and Mr. Mies are all Assistant Secretaries. Ms. Walden recommended keeping Dr. Fishkind as Secretary, Ms. Walden as Assistant Secretary, Dr. Fishkind as the Treasurer, and Ms. Gaarlandt as Assistant Treasurer and then filling in the remaining officers with the members of the Board.

On MOTION by Mr. Lancaster, seconded by Mr. Accetta, with all in favor, the Board approved Resolution 2018-13, Electing Officers as follows: Mr. Nino Accetta as Chair, Mr. Alan Glidden as Vice-Chair, Mr. Jerry Lancaster, Mr. Joel Mies, Mr. Jeff Wilson and Ms. Jennifer Walden as Assistant Secretaries, Dr. Hank Fishkind as Secretary and Treasurer, and Ms. Jane Gaarlandt as Assistant Treasurer.

## **TENTH ORDER OF BUSINESS**

### **Supervisor Requests and/or Audience Comments**

As there were no Supervisor requests, Ms. Walden opened the floor for audience comments.

A resident stated that he finds it appalling that hundred of thousands of dollars have been spent on Attorney's fees with no results from this Board. He stated that he finds it disrespectful that this meeting is held on Yom Kippur and that there are not supposed to be meetings or work held today. He also stated that there was nothing more disconcerting to him than to receive a photograph of vandalism that took place in the community of someone taking a sharp object and cutting open the rooftop of Mr. Dwyer's BMW. The resident stated that his safety and the community's safety is at risk. He accused Board Members of having knowledge of this incident or being somehow involved. He thinks that they should be prosecuted to the fullest extent of the law. It is an outrageous irresponsible childish cowardly act. Mr. Lancaster advised the resident to not make false accusations. Board Members stated that they agree with him and that the members of the Board were unaware that this happened to Mr. Dwyer's car.

Mr. Barnes stated that he would like to briefly respond to Mr. Johnson's comments stating that the litigation is a sad situation and nothing has changed. Mr. Barnes indicated that there have been dramatic changes brought about by the filing of the lawsuit and the fact that the Grand Venezia partially prevailed at trial. Mr. Barnes stated that he has offered to have a workshop with this Board and walk the Board Members through the facts of the case so that they could have an unbiased, objective and educated background before making decisions to assess residents. He stated that it is a sad situation that the District has rung up hundreds of thousands of dollars in fees fighting the constituent landowners who fund this government. Mr. Barnes noted that he asked the CDD on a few occasions to stand on the sidelines and let the GVCOA fight it out with Oppenheimer which Mr. Johnson said has a dog in the assessment fight. He noted that Gray Robinson decided that this CDD Board would align itself with Oppenheimer to the detriment of the unit owners even though the CDD had no obligation to do that. He noted that there have been dramatic changes and prior to that trial unit owners were being assessed for land and infrastructure acquisitions costs outside the gates of the Grand Venezia and the substantial percentage of that is gone. It is the commonwealth property, the Flournoy property, that is now being developed into an apartment complex. He noted that Judge Jirotko struck these assessments down and now the unit owners are being assessed because a strip center was demolished in 2006. He stated that there was an assessment report in 2008 that took the demolition into account and it is based on a claim that there



is extra appreciation in the Grand Venezia units because of the demolition that took place in 2006. He asked the Board Members to talk to Mike and Debra Priolo who bought three units for cash in 2005 and still own the units to see how the appreciation has worked out for them and see how much their units spiked up because of a demolition of the strip center that took place in 2006. He asked the Board to get a second opinion from a legitimate CDD Lawyer to see if some other CDD Lawyer would tell the Board that Non Ad-Valorem Debt Service Special Assessments can be levied for anything other than a Capital Improvement Project and some intangible appreciation.

A resident asked which corner of the parking lot the training was taking place. Mr. Glidden stated that he thinks they are going to the backside of the parking lot on the South East side. The resident asked what they were doing. Mr. Glidden stated that it is closed to only the employees of that company for after work physical education.

Ms. Thibodeau commented for the record that she finds it interesting that after having made the comment at the last meeting how Gray Robinson seems to be conducting the CDD Board and now the District has this young lady who has come in as an assistant. Ms. Thibodeau stated that she would love to come and hear the Board do the talking and be conducting the meeting. Mr. Johnson responded that Ms. Walden is with Fishkind & Associates. Dr. Fishkind cannot travel and participate in business on Yom Kippur and that is why he is not here today and why Ms. Walden is. Mr. Accetta stated that the District has a District Manager which helps them to conduct these meetings. Mr. Accetta stated that he has been on this Board since 2010 and it has always been handled that way. He asked Ms. Thibodeau what she thought would be different should the Board conduct the meeting vs. the District Manager. Ms. Thibodeau stated that the Board was put together so they can handle all of the issues at hand and because there are two people on the Board who act as if they are running the Board she thinks it takes away from herself being part of the community that she comes into the first meeting and she thought that the Fishkind employees were the Board. She stated that it is disturbing to see what their part is in the whole dialog that has been going on and how they interact with the Board. She still feels as if they act as though they are the Board. She feels that the interests of the District Manager are not the same interests as those that are actually on the Board. She feels there is a lot missing and she is upset with the way her money is handled. Mr. Accetta asked Ms. Thibodeau how long she has been an owner. Mr. Accetta stated that he and Mr. Lancaster joined the Board originally to do exactly what most of the residents was hoping for which was to see why the CDD existed and go through the process of understanding better what the opportunities were. He stated that their goal was to get the true understanding of how the CDD came about and he thinks they accomplished their goal. He stated that it became clear to Mr. Lancaster and himself that the law that is in place today is what is causing the CDD to still be in existence and not the Board Members. He added that two Judges already made a decision of the life and future of the CDD, not the Board. Ms. Thibodeau stated that another resident mentioned the CDD has been a colossal failure and perhaps the District needs to change some things of the Board about how it is run and who is running it and who is presenting it.

Mr. Mies stated "we pay 60% of the assessments, that means we pay over \$200,000.00, for the last two years on these Attorney's fees". That is a lot more than anyone else in the room and that is why he is seated at the Board. He stated that the Board wants a resolution, the Board must base

everything on the law and that the Judge ruled on that back in April. Ms. Thibodeau requested that the Board Members speak to her one on one. Mr. Accetta stated he gains nothing for the Grand Venezia to pay a CDD tax and it does not make him happy because he paid that tax for ten years. Ms. Thibodeau stated that the Board votes on where the money goes. Mr. Accetta stated that it is not true and it goes back to what the Board's fiduciary responsibilities are and that helps the Board make their decisions. Ms. Thibodeau stated that the Board needs to conduct their own meeting. Mr. Accetta stated that the District has a professional CDD Manager who does that and asked if she thought that was a better idea than having five laymen who do not understand as much as a CDD Manager. Ms. Thibodeau disagreed with Mr. Accetta.

A resident questioned why the GVCOA is paying all the lawyer fees for the District to fight the Grand Venezia. Mr. Accetta stated that there was a point in time where the District was going to sue Mr. Barnes for filing a frivolous lawsuit. He stated that if the District had done that then the Grand Venezia was going to be suing itself for the payment that they already made. Mr. Accetta stated that it made no sense to him and he asked that in doing that, what is the Grand Venezia going to get back and they realized that the GVCOA would get nothing. Mr. Accetta stated that the fees that are being paid are only to the CDD Attorneys and he thinks that is terrible. Discussion ensued. Mr. Accetta stated that Mr. Barnes keeps coming up with reasons to sue the District to eliminate the CDD and is looking for the one leg up but two Judges said that the CDD is never going away and the Bond has to get paid. Mr. Barnes stated that is not true and reassessments were ordered because they were unlawful. Mr. Barnes added that the Bondholders are the ones who bare the risk of a reassessment and can write their debt down. Mr. Barnes requested a workshop so he can lay it all out for the Board. Mr. Lancaster stated that it is ridiculous to have an Attorney who is suing the District coming in and telling the District how they should do things.

A resident stated that the Court determined that the assessments from 2015 forward were unlawful. This is the reason the Court issued the order for a reassessment. Things have changed as a result of the trial and the changes of a legitimate reassessment of the parcels involved should have been done. He noted that the District claims that it did exactly what has been done and he thinks it is going to be challenged and he thinks the Judge is going to see what the real issue is here. The Judge never intended for the assessments to come out with the same numbers that the residents were already paying and the only improvement what the demolition of a strip center. Mr. Lancaster stated that the Judge did not say they were unlawful but he did say they were arbitrary from that point. The resident noted that arbitrary is unlawful according to the state law. Mr. Lancaster stated that the assessments through 2008 were correct meaning that the Bonds had to be paid. The resident stated that the Court will finally decide. Mr. Lancaster stated that he still believes it is a frivolous lawsuit and a waste of money for the GVCOA having sued the CDD.

Ms. Thibodeau stated that if this keeps spinning as it has for years it would be a good idea if the District could change Management and start looking at things differently and be open to a workshop solely so the public can here the other side and why the other side feels the way they do instead of hearing short little arguments. She asked if the District can do that for the benefit of everyone concerned. Mr. Accetta stated that it is in Court now and the Judge can make that final decision. Ms. Thibodeau thinks it would be a good idea if everyone opened up and had a workshop.

A resident stated it is a method of arbitrage and it allows people to collectively understand more information than they currently have and come to more resolute conclusions and what is best for the community.

Mr. Herd stated that the Venezia and Bellagio multi-Board Meetings are run by the Chair of the Board. He thanked Mr. Glidden for his comments tonight. He commented that the Executive Session comes across as shady because three of the Board Members will not even be here in two months. He asked if there would be another Executive Session in November or December to get the new Board Members caught up.

Mr. Accetta stated that the Executive Session is set up to give the District Attorney direction. He stated that the District Counsel will present certain scenarios and the Board will decide how they make sense and the best way to handle them. Mr. Lancaster stated that the meeting before the Judge is November 1, 2018. Mr. Johnson noted that Mr. Barnes and the Grand Venezia believe that they should now be able to file a new complaint which he thinks is the fifth complaint and in this new complaint they have dropped everything that they pursued before and they now want to start taking depositions again of Dr. Fishkind and others. He stated that the District is back to square one again and starting from the very beginning with a fifth amended complaint. The public is complaining about the cost of defending the lawsuit and it is going to continue on due to this.

Mr. Barnes stated that he wants the record to reflect that Mr. Johnson would like to have a due process rights of the Grand Venezia unit owners disregarded. He stated that the Grand Venezia has an absolute right to challenge these new assessments and that was what the court case was all about, challenging the old ones which were declared unlawful. He stated that the Grand Venezia has a right to challenge the new unlawful assessments. Mr. Lancaster stated that anyone can sue anyone. Mr. Barnes stated that it was not frivolous and the Grand Venezia prevailed in part. He would like to have a workshop with the Board and walk them through the case. Mr. Lancaster said no thank you. Mr. Barnes stated that is evidence to demonstrate how the rights of the residents are disregarded.

Mr. Crumbaker responded that foundationally the land in the existing improvements that the District currently owns, which includes the land and improvement behind the gate surrounding the Grand Venezia, those projects, lands, and improvements were acquired with proceeds from the sale of the Bonds in 2005. The Court on three separate occasions has held that the acquisition of those improvements and the allocation of assessments to pay Debt Services associated with those improvements has been approved by the Court three separate times. The first was in a Bond Validation proceeding in 2005, the second was in litigation with O’Ryan or Iberia Bank in relation to a foreclosure on one of the commercial parcels outside of the gate, then in a response to a motion for Partial Summary Judgement, and finally by the Court in its order in August. Therefore, the assessments were valid and the projects that were acquired, the improvements and the real property was valid all the way through to 2015 and the only question of the Court, the Judge in his order, was the effect of selling or transferring the property that was in the Flournoy site, commercial site of 6.07 acres, to the SPE. Mr. Crumbaker stated that at the time the District canceled \$2.675 million dollars in bonds for purposes of acquiring that 6.07 acres. There was a determination that it was

arbitrary based solely on the fact that there was no documentation or appraisal or otherwise given the circumstances of what that property was worth and as of 2015 it was worth almost half of what the Bondholders ultimately paid for. He stated that was the only issue and that as the parties go back to court on the assessments Mr. Barnes likes to focus on the supplemental that just came out but that supplemental builds on the prior supplementals and what has already been approved by the court. He noted that when the District talks about the validity of the improvements and real property that was acquired and whether the District could assess for it and the allocation of assessments for that, it has already been approved four separate times.

Mr. Barnes stated that he would invite Mr. Crumbaker to attend a workshop that he is willing to hold with the CDD Board to talk it all out. Mr. Crumbaker stated that what Mr. Barnes is trying to gain is to drop prior counts so he does not have a final judgement against those counts so he can try to litigate those again as opposed to amending his complaint and adding an additional count.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Adjournment**

There were no additional agenda items, questions, or comments so a motion to adjourn was suggested.

On MOTION by Mr. Lancaster, seconded by Mr. Accetta, with all in favor, the September 19, 2018 Clearwater Cay CDD Board Meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice-Chairman

**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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
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
<b>1</b>	<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
<b>2</b>	<b>Fishkind &amp; Associates</b>	
	District Management September	23332 \$2,762.30
<b>3</b>	<b>Gray Robinson</b>	
	GVCOA vs CCCDD	10811690 \$44,287.35
	General File	10811607 \$885.50
<b>4</b>	<b>Clearwater Police Department</b>	
	Police Officer for Meeting 10/17/18	10172018 \$160.00
<b>5</b>	<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

---

Chairman / Vice Chairman

# Clearwater Cay Community Development District

PA 129

Date of Meeting: September 19, 2018

## Board Members:

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

x

x

x

x

x

## Fee

\$ 200.00

\$ 200.00

\$ 200.00

\$ 200.00

\$ 200.00

TOTAL \$ 1,000.00

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

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	

File: Clearw21DM  
District Management

*Cyma PA 129*

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® 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		153.68
	Card #: VXXXXXXXXXXXX4231/XXXX		
	Amount: 153.68 Auth: 015210 Signature on File		
	This card was electronically swiped on 15Aug18		
	Balance:	0.00	

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 coop 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
Grand Total			\$2.560

UPS No: 1Z1Y9R280398666123		Shipper	Receiver	Freight	9.94	7.95
Pickup Date	07/30/2018	FISHKIND & ASSOCIATES	CLEARWATER POLICE	Fuel Surcharge	0.73	0.58
Service Level	Commercial Ground	12051 CORPORATE BLVD	DEPARTMENT			
Weight	1 lb	ORLANDO	645 PIERCE STREET			
Zone	002	FL 32817	CLEARWATER			
Payer	Shipper		FL 33756			
		SONALI PATIL	ATTN: SUPPORT SERVIC			
Bill Reference: Clearwater Cay CDD				Total	10.67	8.53
Clearwater Cay CDD			1 count	Sub Total	10.67	8.53

# 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:	\$ 44,287.35

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 Jirotko 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

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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

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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

		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

# 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

Cyma✓

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

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CLIENT COPY  
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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

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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

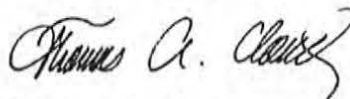
Dear Dr. Fishkind:

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



# 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

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:	\$ 44,287.35

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.



SIGNATURE OF PERMITTEE OR AUTHORIZED REPRESENTATIVE  
SIGNATURE IS REQUIRED

9/21/18  
DATE

## 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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**CUSTOMER**

**M-F 8:00 - 5:00**

# ADVERTISING INVOICE

<b>Advertising Run Dates</b>	<b>Advertiser/Client Name</b>
10/03/18 - 10/03/18	CLEARWATER CAY CDD
<b>Billing Date</b>	<b>Customer Account</b>
10/03/18	78917
<b>Total Amount Due</b>	<b>Ad Number</b>
\$342.00	692775

**PAYMENT DUE UPON RECEIPT**

Start	Stop	Ad Number	Class	Description PO Number	Insertions	Size	Net Amount
10/03/18	10/03/18	692775	405	Clearwater Cay CDD	2	14,53IN	342.00

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**Times Publishing Company**  
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Toll Free Phone: 1 (877) 321-7355

**ADVERTISING INVOICE**

Thank you for your business

CLEARWATER CAY CDD  
C/O FISHKIND & ASSOCIATES  
12051 CORPORATE BLVD  
ORLANDO, FL 32817

Advertising Run Dates		Advertiser/Client Name	
10/03/18 - 10/03/18	CLEARWATER CAY CDD		
Billing Date	Sales Rep	Customer Account	
10/03/18	Jill Harrison	78917	
Total Amount Due	Customer Type	Ad Number	
\$342.00	AO	692775	

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**CLEARWATER CAY  
COMMUNITY DEVELOPMENT DISTRICT**

District's Financial Position and Budget-to-Actual

10/8/18  
2:42:21 PM

**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><u>Revenues</u></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><u>Expenses</u></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	\$1,498,714.49	\$0.00	\$0.00	\$0.00	\$2,086,863.94
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></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

10/8/18  
2:42:21 PM

**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	<u>\$103,403.04</u>	<u>(\$10,770,571.21)</u>	<u>\$70,232.31</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>(\$10,596,935.86)</u>
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>



10/8/18  
2:41:27 PM

**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
<u>Assets</u>						
<u>Current Assets</u>						
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
Total Current Assets	<u>\$18,554.89</u>	<u>\$1,827,726.69</u>	<u>\$70,967.88</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,917,249.46</u>
<u>Investments</u>						
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
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$13,900,000.00</u>	<u>\$13,900,000.00</u>
<b>Total Assets</b>	<u><b>\$18,554.89</b></u>	<u><b>\$1,827,726.69</b></u>	<u><b>\$70,967.88</b></u>	<u><b>\$0.00</b></u>	<u><b>\$13,900,000.00</b></u>	<u><b>\$15,817,249.46</b></u>
<u>Liabilities and Net Assets</u>						
<u>Current Liabilities</u>						
Accounts Payable	\$74,208.63					\$74,208.63
Due to Bondholders		\$13,511,120.00				13,511,120.00
Total Current Liabilities	<u>\$74,208.63</u>	<u>\$13,511,120.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$13,585,328.63</u>
<u>Long Term Liabilities</u>						
Revenue Bonds Payable - Long-Term					\$13,900,000.00	\$13,900,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$13,900,000.00</u>	<u>\$13,900,000.00</u>
<b>Total Liabilities</b>	<u><b>\$74,208.63</b></u>	<u><b>\$13,511,120.00</b></u>	<u><b>\$0.00</b></u>	<u><b>\$0.00</b></u>	<u><b>\$13,900,000.00</b></u>	<u><b>\$27,485,328.63</b></u>

10/8/18  
2:41:27 PM

**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><u>Net Assets</u></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>	<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>
<b>Total Liabilities and Net Assets</b>	<u>\$18,554.89</u>	<u>\$1,827,726.69</u>	<u>\$70,967.88</u>	<u>\$0.00</u>	<u>\$13,900,000.00</u>	<u>\$15,817,249.46</u>

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

	<b>Actual</b>	<b>Year To Date Budget</b>	<b>Variance</b>	<b>Adopted FY 2018 Budget</b>
<b><u>Revenues</u></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><u>General O&amp;M Expenses</u></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><u>Grand Venezia Expenses</u></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>