

**MINUTES OF MEETING  
PORTOFINO VISTA  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Portofino Vista Community Development District was held on Wednesday, February 26, 2025, at 11:30 a.m. at 3545 Allegra Circle, St. Cloud, Florida.

Present and constituting a quorum were:

Mary Papantonis  
Benjamin Vincent  
Branden Skinner

Chairman  
Assistant Secretary  
Assistant Secretary

Also present were:

Rich Hans  
Jason Showe  
Ginger Wald  
Warren Bloom  
Steven Greenfield  
Larry Abbo  
Lance Scida

District Manager  
Governmental Management Services  
District Counsel (by phone)  
Greenberg Traurig - Trustee's Counsel (by phone)  
Bondholder's Counsel  
Prime Group (by phone)  
Prime Group (by phone)

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Hans called the meeting to order and called roll.

**SECOND ORDER OF BUSINESS**

**Organizational Matters**

**A. Consideration of Appointment of Supervisors to Unexpired Term(s) of Office  
– Seat #5 (11/2026)**

**B. Oath of Office for Newly Appointed Supervisor(s)**

Mr. Hans stated there was now a vacancy on the Board for seat #5 and asked if the Board wished to appoint anyone to that seat.

Mr. Skinner asked if they could carry this item over to the next month.

Mr. Hans stated they could and the oath office for the newly appointed Supervisor would be done at that time.

**C. Discussion of Management Services**

Mr. Hans presented the discussion of management services and explained his office in South Florida was located 3.5 hours south of the District, and the Central Florida office located in Orlando was much closer to handle things for the District. Mr. Hans then introduced Jason Showe, another District Manager who has been working with GMS for 17 years and is highly qualified. Mr. Hans stated they would be transferring the management services from GMS – South Florida to GMS – Central Florida.

Mr. Showe also made some additional comments stating the expectation was they would make the transition as seamless as possible and the Board would not see any real changes in services.

Mr. Hans also stated the accounting would still continue to be done in the South Florida office, and he would also be involved with the transitional history and keep the foreclosure information moving along. He then asked for any comments or questions, and upon hearing none, moved to the next item.

**D. Approval of Agreement for District Management Services with Governmental Management Services – Central Florida LLC**

Mr. Hans presented agreement for District Management Services with Governmental Management Services – Central Florida LLC for approval and gave a brief explanation of the agreement stating all the conditions were standard under the agreement which was on page 3 of the agenda. He then asked for any questions or comments and upon hearing none, asked for a motion to approve.

Mr. Skinner asked if there were any differences between this agreement and the existing agreement.

Mr. Hans stated that some of the insurance and indemnification information had been updated over the years.

Ms. Papantonis then asked if they could table this item and vote on it at the next meeting to give them time to review it.

Mr. Hans stated that would be fine, if that's what the Board preferred, they could table this item to the next meeting.

**E. Consideration of Resolution #2025-03 Electing Officer(s)**

Mr. Hans also stated the election of officers could be tabled and taken up at the next meeting as well since they would be transferring the management offices to GMS - Central Florida and then the Board would be able to put Jason Showe on as secretary.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the  
January 13, 2025 Meeting**

Mr. Hans presented the minutes of the January 13, 2025 meeting indicating the minutes were pretty lengthy and very detailed and due to the fact the Board members just received the agenda package a few hours before the meeting, he would recommend tabling the minutes to be approved at the next meeting as well.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution  
#2025-04 Designating Michael  
J. Pawelczyk as the District's  
Registered Agent**

Mr. Hans presented resolution #2025-04, designating Michael J. Pawelczyk as the District's registered agent stating that Dennis Lyles was currently the registered agent but was retiring and so they needed to designate someone from his office as the District's registered agent, and that person would be Michael Pawelczyk. Mr. Hans then asked for any questions or comments, and upon hearing none, he asked for a motion to adopt the resolution.

On MOTION by Mr. Skinner seconded by Mr. Vicent with all in favor, Resolution #2025-04 designating Michael J. Pawelczyk as the District's Registered Agent was approved.

**FIFTH ORDER OF BUSINESS**

**Authorization to Open an  
Account with State Board of  
Administration**

Mr. Hans presented the authorization to open an account with the State Board of Administration in the State of Florida and gave a brief explanation of this item. He then asked for any comments or questions, and upon hearing none, asked for a motion to approve.

On MOTION by Mr. Skinner seconded by Mr. Vicent with all in favor, authorizing staff to open an account with the State Board of Administration was approved.

## **SIXTH ORDER OF BUSINESS**

### **Staff Reports**

Mr. Hans: Then item No. 6, staff reports, and under attorney we have status of foreclosure action, and Ginger we'll let you take this section.

#### **A. Attorney – Status of Foreclosure Action**

Ms. Wald: Sure. So, we have pending the status conference on the remaining portion of the foreclosure action, which are only on the Prime lots scheduled for March the 19th at 9:00 a.m. what was advised to the court by counsel, myself, and counsel for Prime and also Renrick Bank was that it was our anticipation that it would be resolved prior to coming to the status conference and I have not received direction from the bondholders as or any of the parties as to how to proceed any further.

Mr. Greenfield: This is Steven Greenfield, Ginger, I was just wanting to make sure you were completed with your presentations.

Ms. Wald: Yes, I'm done.

Mr. Greenfield: Ok. So, this is Steve Greenfield, I spoke to the A bondholders and the decision is to proceed obtaining a consent or agreed final judgment of foreclosure on the Prime lots, then bringing the sale of all lots, and in one sale date. By doing it this way, we can get the credit bid and judgment up as high as possible, thereby hopefully keeping any third parties away that would only add intrigue, expense and problems to our process. Is that something that you see a problem with or do you think we can accomplish?

Ms. Wald: Well, you have two issues, one, you already have, the final judgment entered against the other lots scheduled for March the 18th that would have to be changed because entering into an agreed final judgment as to the Prime lots, you have to have 20 days to have a sale, so we would have to push off, which shouldn't be an issue, but we would have to push off that sale date and to have a sale date for the Prime lots as well. Do we have a sale time period that you're looking for because I would need that date?

Mr. Greenfield: Again, sooner rather than later at this point. The ideal picture that we're all looking at, of course is to now obtain the final judgment on the developer lots. Whether we do it through then bring them to the sale together, whether we do that through

a motion to the court to consolidate them or bring them independently, I would prefer to have it be together so that we can get that price. We believe at that point it going to be somewhere north of \$18,000,000 on all the lots at one time, and that's really the goal. Once we complete that aggressively marketing and selling to minimize the cost of maintaining it. So, pushing the sale off on the third party lots so that we can bring a agreed final judgment of the develop lots and then bring them both to sale at a foreclosure sale, that's the big picture process that we'd like to go down.

Ms. Wald: And one potential option, and I obviously would have to talk to other counsel, but one potential option would be maybe to proceed forward with an amended final judgment of foreclosure and add all the lots.

Mr. Greenfield: Sure.

Ms. Wald: I'd have to look and see if that would even be possible, but either way, in doing it that way, so you want us a quicker date as possible, so if we're able to get the court to do that, the quickest would be the 20 days, I mean that's what's required by law, you can't have one prior to the 20 days.

Mr. Greenfield: Agreed. I'm just trying to look at my notes. Is this something we want put for a vote now in terms of process? Is there anyone else that has an opinion they'd like to voice?

Mr. Bloom: Yes, I have some questions if you don't mind.

Mr. Greenfield: Please, yes.

Mr. Abbo: So, the Ginger, I think that when this process is done, and title has taken, I'm supposing there's going to be a SPE set up for the CDD?

Ms. Wald: You guys have to set all this up, nothing has been done.

Mr. Abbo: That's a question.

Ms. Wald: So, my response would be this, if you want to have the SPE be the bidder, or at least the District assigning, if you don't want to have a bid, the District assigning the judgement to the SPE, the rights to the SPE then you have to set the SPE up.

Mr. Abbo: Those are all of the questions that I think need to be, and that's just the first one, but I have others, but, let me roll them out and maybe we can make some sense of it all. Obviously, there are numerous years of real estate taxes with tax certificates that are already sold on the various parcels. So, when the CDD creates an SPE to take title

using its credit bid ability and. I have a question, for GMs, can you confirm what Stephen Greenfield said a moment ago, which is the outstanding amount of the liability of the assessments is \$18,000,000 plus. We extrapolate that from the \$88,000 in the complaint for the judgment, I believe, per unit, and I think there's 204 units that would be aggregated between the developer and non-developer lots. Can you confirm that, Rich?

Mr. Hans: I can confirm the numbers that were in the complaint per unit and there's 204 units, so just multiply that out.

Mr. Abbo: Ok. That's important to know because obviously the judgment that needs to be amended only had a grand total of \$3 million and change and the risk associated with selling that, is that if someone does buy it, we're back to square one where the project is not marketable and as a result, the market value is substantially less than it would otherwise be if it's marketed as a whole. So, if it's credit bidding \$18,000,000 plus or the \$88,000 times 204, and you can confirm that number for sure is the same unit amount per developer lot, that's true, Rich? We can make that assumption in this conversation?

Mr. Hans: All the lots were equal, yes, and that's principal, interests, and penalties, yes, that doesn't include back taxes or other items that are on there.

Mr. Abbo: Exactly. So that's about \$18,000,000. So, then what is the plan with the back taxes? I know we had a calculation, Lance, you may have that available, but I think it's somewhere around \$8,000 to \$10,000 per unit last I checked, and so when the CDD receives the land into the SPE now it is subject to foreclosure on the tax certificates, if someone applies for tax deed and they may already have, I haven't checked. I don't know if you have, but if they do, all of the leftover collateral of the District is at risk. How do we mitigate that risk so that the land is not lost or divided up in pieces, and then there's no more lien to foreclose on by the District, so it has used its wild card.

Ms. Wald: The District is complete once it has done what has been required by the trustee under the indenture, and so the rest is up to the trustee and the bondholders as to what they want to do as to the SPE.

Mr. Abbo: And how about the actual disposition, because if you don't do it very quickly, you can lose the land by not paying the real estate taxes, otherwise someone has to come up with \$2,000,000 to pay real estate tax and keep it going.

Ms. Wald: That's up to the SPE.



Mr. Abbo: And who would control the SPE?

Ms. Wald: Depending on how you decide to set it up, the bondholders, the trustee. The District takes its marching orders, for lack of a better term, pursuant to the trust indenture from the trustee, and that's why the foreclosure action was filed. That's why specifically the direction that was taken in proceeding for with obtaining the final judgement and so again, the District does as to what the trustee states to do. So, if that's the procedure that the trustee is directing the District to do and is going to set up the SPE and have the final judgement of foreclosure, have the assignment to the SPE and then you get the credit bid then that's fine, then the SPE goes along its merry way, and however you fund the SPE you fund the SPE.

Mr. Abbo: Got it, and then how would those rules apply, would they be by majority of the bondholders? Who's going make the decision on calling the \$2,000,000 that is needed to pay off their real estate tax? You say the trustee, but the trustee is the trustee getting direction from the got you?

Ms. Wald: I can't answer any of those questions, that's not a District question.

Mr. Bloom: Right, and this is Warren Bloom, if I could speak.

Mr. Abbo: Hi Warren.

Mr. Bloom: How are you, Larry? Everything that Ginger said is correct. I mean, that's what we're used to is putting it into, take a judgment and hopefully you can coordinate the times with the other lots already for purposes of the sale, you sign it over to a Single Purpose Entity that's created by the District for the purpose of disposing of the land that you just discussed, and then you do it and, yes, the problem on the \$2,000,000 is we don't have it, right?

Mr. Abbo: I know, that's why I'm trying to look ahead because right now the advantage the District has for a degree enjoyed, as difficult as the situation is, is that it is not uniquely liable for the real estate taxes, it is the current owner that is but, the moment it becomes the owner by this foreclosure action, it now is subject to being foreclosed out by the taxes. So, I think this is a speedy process to dispose of the asset and monetize the collateral, right?

Mr. Bloom: Yes, I agree with you on that all the above. Yes, it's kind of, this is no longer politically correct, but it's a bit of a Mexican standoff that as long as you have assessments you're peri-passu with the people who own the certificates and if they take it

by deed your assessments are still out there which is where we are on a lot of these now, the assessments take preeminence, but yes, I mean if we can do this quickly that would be super.

Mr. Abbo: Yes, well, let me ask you, how does it, because it's been such a difficult ride on the A Bond, and we're trying to help the A Bonds in answering some of these questions, the A bondholders and the District, to do the best that we can, if we can, how do we understand how decisions are made afterwards? So, once the foreclosure happens, the SPE is set up how are decisions made in order to dispose so it doesn't sit there and run the risk of being lost? That is the risk I see, by the way.

Mr. Bloom: You have the majority of bondholders, or you know the trustee will generally follow the direction of the majority as long as it doesn't somehow impair the impairment the majority bondholders but if you can't and it's commercially reasonable, which there's no reason wouldn't be, and you're going to share. (inaudible comment) I don't think there's going to be any problem or anything like that.

Mr. Abbo: Ok, great. So, the answer is majority vote by the bondholders, so the A bondholder being the majority will be able to make sure that the process we're discussing can be followed all the way to disposition. Otherwise, there has to be a form of capital call of \$2,000,000 to pay the real estate taxes to avoid the risk. Steven, I just wanted to make sure to point all of those things out so that we can all have the same expectations.

Mr. Greenfield: Sure, of course.

Mr. Bloom: Yes, ok.

Mr. Abbo: So, we got to give the direction to assign the credit bid to the SPE, who goes to the courthouse steps to bid the credit bid at the time of the of the auction?

Mr. Bloom: Generally, the trustee, or if you hire a manager to manage the property and you put them in a, there's usually an agreement between the trustee, the SPE, and you can put the bondholders on there too, and what the expectations are, and who does what to whom. So, and we've got lots of forms on that, if you want, I can work with Steven on it or something but, as long as we're all in agreement. (inaudible comment) I'm on the right line train, which so far great, but for the phone. Yes, so it can be us, we can send one of our attorneys there as long as it's all set out in the agreement that everybody shares and all that, and once the SPE is set up, so I'll send you some forms, Steven and Ginger to look if you want them about these agreements.



Mr. Greenfield: Ok.

Mr. Abbo: That would be wonderful, thank you so much. That answers a lot of questions, and how do we make sure to keep the process going and the District involved in making the decision it needs to make to timely make these decisions? I would ask the following if you're going to join these two, and that possibly postpones the auction, wouldn't it be more prudent to begin the marketing process now? Hire the broker, begin the marketing process, and put in a timeline that ends to identify a buyer near the time of the auction, so that when the SPE receives title, it already has a path to disposition.

Mr. Bloom: It's fine with me, the only thing is, since they don't, and Steven, you know more than I would. Is it ok to hire a broker, and this is going to sound like a silly question, without necessarily having the client see, I mean, maybe it's done all the time, right?

Mr. Greenfield: Well, yes, as long as we're not going under contract with it, and we're fully we're fully disclosing to the broker so he doesn't think we're hiring him to do something we don't own, right? It's full disclosure transparency, no problem, I would imagine, if we hire the right guy or gal, they're going to want to start marketing, and literature whatever they do to get it sold. So, lead time is not a bad thing, and I think we can engage in those discussions and ultimately hire.

Mr. Bloom: Ok, I was just worried about if they're, chilling the bid type thing there, there really won't be any but, I would think it would show up with the ability to out credit bid this group anyway, but go ahead. I'm sorry.

Mr. Abbo: I think the market value is less than half of the \$88,000, so I just don't see anybody buying it, it would be great if they did and this would be done, but I don't see that happening based on my perception of market value. So, if it's that path, then how do we authorize whomever to go forward and take that action and to anticipation? I think we can write a memo that would be attached explaining the legal process to get to the fee, and then disclose that to the broker, and any potential buyers. Steven, I think even the sale contract could be entered into subject to as long as it's disclosed subject to the receiving of the deed.

Mr. Greenfield: Oh, sure. Yes, I mean theoretically, if we all got lucky and there was some, you know, big builder out there coming in and wanted it, yes, we could go to contract with full disclosure subject to conditions precedent that wouldn't be a bar.

Mr. Abbo: Yes, and I would encourage that because the risk there is losing the property to the real estate tax process and that would be devastating to their ultimate outcome. That's the bad part of this whole thing, and I think we should time it appropriately. So Ginger, if you if you can guesstimate what this amendment process timing and then ultimately the recasting of the of the sale date. You know, if you have to decide whether it's best 30 days from now or 90 days from now so that you can market the property and hopefully align the sale right after.

Ms. Wald: Wait, hold on, stop for a second. I can't guesstimate any of those things that you're talking about, I have to be told dates because I'm not setting up an SPE, I'm not setting up any marketing. I have to be told the dates that you folks who are setting this up want.

Mr. Abbo: That's fine, that's even better. So, why don't we build a timeline and what's today's expectation? It sounds like the best thing to do is to authorize the amendment of this order to include all lots rather than now just the non-developer lots, so that we can be in a position to set a sell date and set a sale date once we understand the timing with the broker, minimum marketing time and trying to line up to reduce the risk.

Ms. Wald: All I need from my Board is the motion to proceed with the final judgment on the remaining lots.

Mr. Abbo: And then how would you, I guess you'd be awaiting instructions on setting the sale date as you just said you can't set it yourself?

Ms. Wald: Correct.

Mr. Abbo: That sounds like a good next order of business, and then do we have to have another meeting in order to select that or could you delegate the authority to somebody?

Ms. Wald: No, I don't need that because I'm still at the basically, the instructions from, well, one, I have to have the agreement from the other counsel, the other two attorneys, and specifically as to the trustee of the date when you have everything set up.

Mr. Abbo: So, that the majority bondholder is going to tell the trustee and the trustee is going to advise you as to what the preferred date is for sale. Is that the process?

Ms. Wald: Sounds like you're basically in agreement, it's just the only thing that is still out there is the date, is my understanding, please tell me if I'm wrong, Warren.

Mr. Abbo: Got it.

Mr. Bloom: I think you're correct.

Ms. Wald: Ok, that's all I need is the date, and I need to have you know something before going to court. So, I mean, what I what I would do is start putting together an amended final judgment adding the developer lots thereto, and changing the date, or I might have to do two, I don't know yet. I don't know how I can do it because this is new and I have to ponder it since it's something new, but really all I need from the Board is to proceed forward with the final judgment on the developer lots for today.

Mr. Abbo: Steven, I would imagine you can coordinate that. I just want to know who's authorized to do what. So, on behalf of the SPE who's going to set up the SPE, and who's authorized to talk to the broker without, stepping on over any boundaries to be able to contract them on that future receiving and selling of the of the asset but, to begin the marketing process, who can do that? Could that be delegated authority to someone, and who's that someone? Steven, can you take that on?

Ms. Wald: Warren, in my experience before it was the trustee that usually was handling that.

Mr. Bloom: I mean yes, we can do as the trustee we set up SPEs all the time but, they generally do it with a third party manager. The District do it too as well, with the same type of agreement, it can't be sold without bondholder consent and things like that. I mean, you know, whatever. I haven't talked to the client, unfortunately, about that, but I can get back I think we probably could do it.

Mr. Abbo: Who's the client that you're referring to?

Mr. Bloom: U.S. Bank, the trustee.

Mr. Abbo: I got you. I just want to know that we can be agile in moving forward and not pause until next meeting some and just, if it can be if it can be done in a fast-paced way it reduces the risk. Otherwise, I see a huge risk in sitting with effort in an SPE potentially being foreclosed on or accruing more liabilities for real estate taxes or otherwise. So, Steven, can you take on that responsibility to lead the charge on the broker selection, contracting, writing these things in combination with Warren?

Mr. Greenfield: Yes.

Mr. Abbo: Because it sounds like ultimately, the A bondholder will be the not only the majority but, will be able to move it along to the final steps.

Mr. Greenfield: I'll do what's asked of me, so if this is necessary, yes, I will do it.

Mr. Bloom: Ok, and you know, Ginger has to be a part of all this, cause the District signs on all these agreements as well.

Mr. Greenfield: Ok, so I will do this and coordinate with Ginger, also involve Warren, and somebody give me my parameters please.

Mr. Bloom: If you want, I can set up a regardless of who owns it in the end, we can set up a name, we can call it whatever it is, Newport at Vino Vista, or something ridiculous like that, and we can set that up in a day, that's not a big deal.

Mr. Greenfield: Sure, ok.

Mr. Bloom: Ok, and I'll get you some, both you and Ginger some, and these are usually tri-party agreements and stuff to take a look at but, they say essentially what I said that the trustee tells you what to do based upon majority bondholders' actions.

Mr. Greenfield: Ok.

Mr. Bloom: Ok. So, Ginger, what do you need for a motion for you to move forward?

Ms. Wald: Motion from the Board to proceed with the final judgment as to the remainder developer lots.

Mr. Bloom: Ok, and that would cover lopping them all together for sale date and all that stuff, right?

Ms. Wald: Yes, correct.

Mr. Bloom: Ok, well this is progress for sure.

On MOTION by Mr. Skinner seconded by Mr. Vincent with all in favor, authorizing staff to proceed with the final judgment on the remaining developer lots was approved.

Mr. Hans: Anything else we need to get done here for the attorney, status of foreclosure?

Ms. Wald: No, not for me.

Mr. Hans: Perfect.

Mr. Bloom: I'm going to hop off the call, thank you guys very much, take care.

Mr. Hans: Bye Warren. Ginger, do you have anything else besides that item?

Ms. Wald: No.

**B. Engineer**

There not being any, the next item followed.

**C. Property Manager**

There not being any, the next item followed.

**D. CDD Manager**

Mr. Hans stated the next Board meeting would in March to address the tabled items and start the budget process and assign the contracts to GMS – Central Florida.

**SEVENTH ORDER OF BUSINESS**

**Financial Reports**

**A. Approval of Check Run Summary**

**B. Balance Sheet and Income Statement**

Mr. Hans presented the check register and the balance sheet and income statement and asked for any comments or questions. Upon not hearing any, he asked for a motion to accept the financial reports.

On MOTION by Ms. Papantonis seconded by Mr. Vincent with all in favor, the Check Run Summary, and the balance sheet and income statement were approved.

**EIGHTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

Mr. Hans asked for any Supervisor's requests or audience comments. There were no comments at this time and no audience for any comments.

**NINTH ORDER OF BUSINESS**

**Adjournment**

Mr. Hans asked for a motion to adjourn the meeting.

On MOTION by Ms. Papantonis seconded by Mr. Vincent with all in favor, the Meeting was adjourned.

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman