Poinciana Community Development District

Agenda Package

March 20, 2019

AGENDA

Poinciana

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

March 13, 2019

Board of Supervisors Poinciana Community Development District

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet Wednesday, March 20, 2019 at 11:00 AM at the Starlight Ballroom, 384 Village Drive, Poinciana, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Public Comment Period on Agenda Items
- 4. Approval of Minutes of the January 16, 2019 Meeting
- 5. Consideration of Assessment Administration Services
- 6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - D. Field Manager
 - i. Field Manager's Report
 - ii. Customer Complaint Log
- 7. Supervisor's Requests
- 8. Other Business
- 9. General Audience Comments
- 10. Next Meeting Date April 17, 2019
- 11. Adjournment

The second order of business is the reciting of the Pledge of Allegiance.

The third order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The fourth order of business is the approval of minutes from the January 16, 2019 meeting. The minutes are enclosed for your review.

The fifth order of business is the consideration of assessment administration services. The current agreement with GMS-CF, LLC and a proposed agreement from Fishkind & Associates are enclosed for your review.

The sixth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the check register for approval and Sub-Section 2 includes the balance sheet and income statement for your review. Section D is the Field Manager's Report. The report containing the monthly treatment reports is enclosed for your review. Sub-Section 2 includes the customer complaint log for review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

RJAL

George S. Flint District Manager

CC: Michael Eckert, District Counsel Kathleen Leo, District Engineer Alan Scheerer, Field Manager Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING POINCIANA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Poinciana Community Development District was held on Wednesday, January 16, 2019 at 11:00 a.m. in the Starlight Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Lita Epstein	Chairman
Michael Luddy	Vice Chairman
Robert Zimbardi	Assistant Secretary
Tony Reed	Assistant Secretary
Elizabeth Lambrides	Assistant Secretary
Also present were:	

George Flint	District Manager
Jan Carpenter	District Counsel
Andrew d'Adesky	LSEB
Kathy Leo	District Engineer
Alan Scheerer	Field Manager
Clayton Smith	Assistant Field Manager
Residents	-

The following is a summary of the discussions and actions taken at the January 16, 2019 Poinciana Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Ms. Epstein called the meeting to order and all Board Members identified themselves. A quorum was established.

SECOND ORDER OF BUSNESS

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Norm Gundel, 419 Fountain Valley Lane, noted he is the Corporate Director of the Save Solivita Amenities Funding. He spoke to agenda item 6 on the agenda. He stated two residents prevailed in the bond validation lawsuits and asked the court to order the CDD to pay their out of

Public Comment Period on Agenda Items

Roll Call

Pledge of Allegiance

pocket expenses of approximately \$54,000. He noted it includes \$29,000 for an actual appraisal and the appraiser's testimony and deposition in the trial. It also includes approximately \$9,000 in court recorder fees and \$17,000 in other out of pocket expenses. The amount is reasonable and less than 5% of the 1.2 million in legal fees authorized by the CDD. He noted that the rules are very specific of about what expenses prevailing parties can recover. Mr. Gundel questioned whether the residents can recover their out of pocket expenses for both lawsuits. He pointed out that there is no on point precedent and there is no earlier decision where the supreme court connected two lawsuits by saying the issues appealed from the first lawsuit could only be decided on appeal from the second lawsuit. He mentioned a court ordered payment, that is paid by Poinciana CDD, will be lawsuit expenses covered by the funding agreement between Poinciana and Avatar. The residents expenses arose before the October 29 termination date of the funding agreement. But other legal fees the CDD would incur now would arise after that termination date. Of Course, Poinciana West is not a party to the funding agreement. The resident noted if Poinciana pays and is reimbursed under the funding agreement West may incur no expense. Poinciana has the benefit of the funding agreement, West does not. Let Poinciana take the lead. He stated the CDD should not incur legal expenses not covered by the funding agreement.

Michael Zahn, 118 Cupola Loop, stated his endorsement for Mr. Gundel's comments and supported his position that the residents should be paid back their expenses.

Larry Ebbers, 537 Tapatio Lane, opposed the payment of the legal fee and the item regarding the building of the theater. He stated that the because of the residents' lawsuit fees, they did not have enough money to build. Ms. Epstein stated that he was not providing factual information.

FOURTH ORDER OF BUSINESS Approval of Minutes of the December 19, 2019 Meeting

Ms. Epstein presented the minutes of the December 19, 2018 meeting. Mr. Zimbardi noted that he questioned the financing on Page 3, not Mr. Luddy. Mr. Reed stated that Mr. Luddy asked "if this was justified to paying the District so much" on Page 6, not Mr. Reed. Ms. Lambrides asked for "and preferred ARS" to be taken out of the minutes" on page 4 line 6. Mr. Reed noted that Mr. Luddy asked how bad the sound was on Page 9, not himself. He also corrected Page 10 that Mr. Luddy noted "residents had two and four door golf carts," not

himself. Mr. Flint noted that the transcriptionist had made a few errors because of the new Board Members' voices.

On MOTION by Mr. Reed seconded by Mr. Luddy with all in favor the minutes of the December 19, 2018 meeting were approved, as amended.

FIFTH ORDER OF BUSINESS

Ratification of Engagement Letter from Latham, Shuker, Eden & Beaudine, LLP to Provide Legal Services

Ms. Epstein stated she did sign this letter and it just needed to be ratified.

On MOTION by Ms. Lambrides seconded by Mr. Luddy with all in favor the Engagement Letter from Latham, Shuker, Eden & Beaudine, LLP to Provide Legal Services, was ratified.

SIXTH ORDER OF BUSINESS

Ratification of Motion for Substitution of Counsel for Plaintiff Poinciana CDD; Direction to Counsel for Proceeding in Litigation

Ms. Carpenter explained the ratification to the Board. She noted that the District needs to be represented so they filed a motion substituting LSEB as Counsel. It had to be filed already so this is a ratification.

On MOTION by Ms. Lambrides seconded by Mr. Luddy with all in favor Ratification of Motion for Substitution of Counsel for Plaintiff Poinciana CDD; Direction to Counsel for Proceeding in Litigation was approved.

Ms. Carpenter explained to the Board that a motion to tax costs was issued in the last meeting. She stated that the key issue is that there is a 30-day deadline for filing a motion after a case is dismissed under Rule 1.420. She also mentioned that legally there was no basis for the \$54,000 fee, and she believed the other Board also acknowledged that and there appears to be about \$2,000 that is payable to the residents.

Mr. Luddy asked if the Board does nothing, it is probable that a judge will rule that they have to pay the \$54,000 fee. Ms. Carpenter answered yes. The Board decided it would be in their favor to discuss the litigation with the other District to determine how to break the costs out.

Ms. Carpenter explained that it would be preferable to come to an agreement with them rather than file something and have the court make judgement, because there would be a lot of legal costs that would come with it. Of the \$54,000, about \$52,000 of those costs were incurred in the first litigation case. When the judgement came down and denied validation, they had thirty days under civil procedure to file a motion for costs, and they did not do that. Legally, the District has a strong objection that those fees should not be paid. She stated that part two of the litigation is that there are about \$2,000 of costs attributable to the second case. They did file that motion within thirty days of the dismissal of the second case. She noted it might be less of an expense to pay the costs to make that part of the case go away.

Mr. Flint explained that based on the information he received from Hopping Green & Sams, it did not appear that the Board was going to exceed the 1.8 cap but it is all contingent on resolution of the validation case.

Discussion ensued between Ms. Epstein and Ms. Carpenter regarding whether the expenses came out of residents pockets or if they were legal fees that had not been paid yet. Ms. Carpenter noted as a steward of public funds they have a duty to make sure they're not agreeing to pay something they aren't legally obligated to pay.

Ms. Carpenter clarified the motion is to authorize settlement of up to \$2,000 on the first portion and to file objection on the second portion of the first if the settlement fails, keeping in mind they need to keep legal fees as low as possible, and also to proceed with Taylor Morrison.

On MOTION by Mr. Luddy seconded by Mr. Zimbardi with all in favor Authorization of Settlement up to \$2,000 on the First Portion and File an Objection on the Second Portion if the Settlement Fails.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2019-05 Establishing a Theater Advisory Committee

Ms. Epstein stated that she had a meeting with Brian Brunhofer, President of the Taylor Morrison in Central Florida, along with two other individuals. They explained to Ms. Epstein they may not be capable of making land available. The Board is to get a response in the next two months whether the land will be available and they encouraged the Board to go forward with the committee. In order for the Board to participate in the theater, they would need to have it pass under the Sunshine Law. Ms. Carpenter explained the Sunshine Law stating that any matter that may come before the Board as business cannot be discussed outside of a public meeting. So, if the CDD may end up funding or participating in this or taking advice from this committee then yes it needs to be done in the Sunshine as an advisory committee. Discussion ensued between Board Members and Ms. Carpenter regarding the rules of creating a committee.

The Board decided to put the resolution on hold until there is a commitment from Taylor Morrison. However, there is not control over the residents and they can do what they want as long as a Board Member is not involved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2019-06 Relating to the Acceptance of Dedications of the Plat for Solivita Phase 5H-Unit 1

Ms. Carpenter stated this is a typical resolution, when the developer comes forward if there is any land that the CDD owns or usually may own to be dedicated. The CDD does not have any permitting authority, so they may not make any comments on the number or design of the lots.

Ms. Leo added that the County requires a resolution from the CDD as part of their permitting process. Ms. Carpenter explained the developer has already gone through a preliminary plat, engineering drawings, and now this is the last piece of it. They have already complied with all State and local codes likely to be able to get those construction drawings in place.

Discussion ensued regarding the future of the ponds and whether or not aerators will be needed. Ms. Leo stated she would communicate that the Board had concerns with the design. Ms. Carpenter stated she could get involved if it comes to legal but recommended handling it from the engineering side for now. Ms. Lambrides stated she thinks the Taylor Morrison sales office should know that these lots are going to create unhappy residents in the future if there is a midge problem.

Mr. Flint clarified that the resolution would authorize the Chair to execute the plat. The execution of the plat would be subject to Kathy, Jan, and District Management signing off on the form of the plat because there are still some comments that need to be incorporated.

Ms. Lambrides asked what recommendation could be made on the fingerlings. Ms. Leo noted they have plenty of fingerlings that don't have problems. In her opinion, she does not think there is any design flaw with the pond. On the other side of things is these fingerlings are great amenities, they are beautiful when you look at how they shape and are created within the community. In her opinion, she does not think there is any design direction or change she would give to them as long as they are complying with all state and local codes.

The Board collectively noted that they want Ms. Leo to request electric infrastructure to be put in. Ms. Leo will put a letter together to Taylor Morrison that requests, that as part of the infrastructure design, there is electric provided.

> On MOTION by Ms. Lambrides seconded by Mr. Luddy with all in favor Resolution 2019-06 Relating to the Acceptance of dedications of the Plat for Solivita Phase 5H-Unit 1 was approved.

NINTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Epstein stated she will work on the resolution for the theater committee.

B. Engineer

Ms. Leo noted there was nothing else from a field perspective. She will continue to work with the maintenance team. There have been a couple of other plats come through and she doesn't think any of them are ready to go to the Board yet. She is starting to see some activity and she will continue to bring resolutions to the Board on platting.

Ms. Lambrides asked if this is what is holding up construction. Ms. Leo stated she didn't know but it is part of the requirement to get the construction permit.

C. District Manager

i. Approval of Check Register

Mr. Flint presented the Check Register from December 12th through January 8th in the amount of \$1,059,356.83. The detailed register shows that over \$1,000,000 of the expenses was a transfer of Debt Service Assessment revenue from the General Fund to the Trustee. Mr. Flint made a note that they will circulate the legal and engineering to the Chair and to Mr. Reed before they are processed. Ms. Epstein noted going forward especially on the billings by the hour, they should seek at least one Supervisor that will take responsibility for looking at the bills prior to payment.

On MOTION by Ms. Lambrides seconded by Mr. Luddy with all in favor the Check Register totaling \$1,059,356.83, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint asked for any questions on the balance sheet and income statement.

On MOTION by Mr. Reed seconded by Mr. Luddy with all in favor the Financial Statements were accepted.

D. Field Manager

i. Field Manager's Report

Mr. Smith presented a brief report. He explained that the sound proofing kit was ordered and there was routine maintenance on the aerators. He noted that he and Mr. Scheerer were the only two that had keys to the compressors.

Mr. Flint briefly updated the new Board Members regarding last year, the District Engineer did an inspection of all the ponds and identified a list of repairs that need to be made to the storm water system. Those repairs were prioritized. The Board approved phase 1 of doing that work which is being carried out at this point. Now the next phase is being looked at and bidding it out together with work that was identified in Poinciana West with the hope that there may be some economies of scale. He stated proposals will be brought back in the future for some additional repairs.

ii. Customer Complaint Log

Mr. Flint noted there had only been three complaints logged since the last meeting: two algae complaints and one complaint about littoral plants. He pointed out there were no complaints about midges. Mr. Smith spoke with a homeowner who had a concern that the CDD would be fined for removal of the littoral plants that were not on CDD property. He told her it should not be an issue. Mr. Smith noted he would be more descriptive in his complaints and resolutions.

TENTH ORDER OF BUSINESS Supervisor's Requests

Ms. Epstein presented the request that although Board decided not to go forward with the Theater Committee, she would like to continue working with them. The Board decided to set up a workshop after Board meetings so Ms. Epstein can give interested parties a report on what the Theater Committee is doing. Ms. Carpenter clarified Ms. Lambrides could send information she has gathered to the committee. They can do what they want with it. If the business plan comes before the Board, the Board would discuss it.

7

January 16, 2019

Poinciana CDD

ELEVENTH ORDER OF BUSINESS

There being none, the next item followed.

TWELTH ORDER OF BUSINESS

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Next Meeting Date – February 20, 2019

There is no business for the next meeting. Ms. Carpenter suggested keeping it open until the week before and then George puts out the proposed agenda, if there is nothing then the Board can cancel it then.

FOURTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Lambrides seconded by Mr. Luddy with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

General Audience Comments

Other Business

SECTION V

AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT AND GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC

Date of Agreement (the "Contract"): 13th day of December, 2017.

Between:	Governmental Management Services – Central Florida, LLC 135 W. Central Blvd, Suite 320 Orlando, Florida 32801
	(Hereinafter referred to as "Manager");

And: Poinciana Community Development District A unit of special purpose local government located in Polk County, Florida

(Hereinafter referred to as "District").

GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING SERVICES

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

Meetings, Hearings, Workshops, Etc.

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

<u>Records</u>

• The Manager will maintain "Record of Proceedings" for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract. The Manager will keep and maintain all records of the District, serve as the District's designated "Custodian of Public Records," and ensure the District's compliance with all requirements of Florida's public records laws, pursuant to Chapter 119, Florida Statutes, and all such successor and related laws of Florida.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District's public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- On or before October 1st of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.

- File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
- File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
- Transmit Public Facilities Report and related updates to appropriate agencies.
- Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.
- The Manager will recommend and implement investment policies and procedures pursuant to State law, and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

<u>Audits</u>

 The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

Budgeting

• The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager

will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.

• The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

Maintenance Contract Administration

• The Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.

 The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements. The Management, Administrative, Accounting, Assessment Administration and Field Management Servies shall commence on January 25, 2018.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment shall be made in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: travel, reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies, computer time. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This Contract shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

- 1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
- 2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS

- 1. All invoices are due and payable when received.
- 2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
- 3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- 4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
- 5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees,

representatives, successors and assigns arising out of or in connection with: (i) any services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this Contract; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Managers officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, Contracts, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.

- 6. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- Any amendment or change to this Contract shall be in writing and executed by all parties.

NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Poinciana Community Development District 135 W. Central Blvd, Suite 320 Orlando, Florida 32801 Attn: Chairman

With a copy to:

Poinciana Community Development District c/o Michael Eckert Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

If notice is sent to Manager, it shall be sent to:

Governmental Management Services – Central Florida, LLC 135 W. Central Blvd, Suite 320 Orlando, Florida 32801 Attn: George S. Flint

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

Approved by:

Board of Supervisors Poinciana Community Development District

Secretary/Assistant Secretary

By:

Governmental Management Services – Central Florida, LLC.

George S: Flint, Vice-President

Witness

EXHIBIT A DISTRICT MANAGEMENT FEE SCHEDULE NOVEMBER 2017

Management, Administrative, and Accounting Services

 Annual Fee paid in equal monthly payments (plus reimbursables) 	\$ 45,000
Annual Assessment Administration (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collect	\$ 5,000 tor)
Field Management Services Annual Fee paid in equal monthly payments (plus reimbursables)	\$ 10,000
Other Services*	NT

 Amenity Management 	Negotiated
 Website Administration 	\$ 1,500
 Dissemination Agent (per bond issue) 	\$ 5,000
Bond Issuance	\$ 12,500 (per bond issue)
 Assessment Methodology 	\$ 15,000 (per bond issue)
SERC Preparation	\$ 2,500
Annual Construction Accounting	\$ 3,500 (per bond issue)

*Costs for other services shall be by separate agreement or work authorization and may be adjusted based upon the scope of services provided.



FINANCIAL ADVISORY AGREEMENT

This agreement ("Agreement"), made and entered into this _____ day of _____, 2019, (the "Effective Date") by and between **Poinciana Community Development District** ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called "FA"), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

I. SCOPE OF SERVICES

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

II. WORK SCHEDULE

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as IRMA, including in the written

representation of DISTRICT required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FA. DISTRICT further agrees not to represent that FA is DISTRICT's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FA's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in FA's Disclosure Statement delivered to DISTRICT together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, FA's professional fees shall be paid as provided in <u>Exhibit B</u> to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in <u>Exhibit A</u> as provided below.

1. <u>Reimbursable Expenses</u>

In addition to fees for services, FA will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FA subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in $\underline{\text{Exhibit A}}$ of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective as of the Effective Date until December 31, 2019, unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FA which, in each case, FA fails to cure within 10 days of notice thereof. Upon such termination, FA will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party; provided that upon notice to DISTRICT, (i) FA may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FA, or (ii) to any subsidiary or affiliate of FA or a successor of FA in connection with the sale of all or substantially all of FA's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VII. INFORMATION TO BE FURNISHED TO FA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FA and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FA in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FA provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FA written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FA is relying on the Data in connection with its provision of the services under this Agreement, FA makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

135 W. Central Blvd. Ste. 320 Orlando, FL 32801 Attention: Governmental Management Services Central Florida, LLC

FA 12051 Corporate Boulevard Orlando, FL 32801 Attention: Hank Fishkind, President

Latham, Shuker, Eden & Beaudine, LLP. 111 N. Magnolia Avenue, Ste 14000 Orlando, FL 32801 Attention: Jan Albanese Carpenter, Esq.

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by FA pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FA shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

X. FA'S REPRESENTATIVES

1. Assignment of Named Individuals

Professional employees of FA will provide the services set forth in this Agreement and FA may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

- Hank Fishkind
- Kevin Plenzler
 - 2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, FA to replace any member of the advisory team. Should the DISTRICT make such a request, FA shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

FA shall maintain insurance coverage with policy limits not less than as stated in <u>Exhibit</u> \underline{C} .

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FA or any of its associated persons, neither FA nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FA to DISTRICT.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

FA, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will FA be liable for any act or omission of any third party or for any circumstances beyond FA's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FA and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and FA and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FA shall not in any way be deemed an amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. PUBLIC RECORDS DISCLOSURE.

FA understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, FA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the FA shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records

Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the FA does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in FA's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the FA, the FA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

[Signature Page Follows]

IN WITNESS THEREOF, the DISTRICT and FA have executed this Agreement as of the day and year herein above written.

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

Ву: _		
	Name:	
	Title:	
Date:		
FA		
ΓA		
Ву: _		
	Name:	

Title: President

Date: _____

, Rev. 31.10.2018

EXHIBIT A SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.

- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.
- Conduct strategic modeling and planning and related consulting.
- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/ or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.

- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.
- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
- Assist and advise the DISTRICT with investment of proceeds of debt offerings

3. <u>Special Services</u>. Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

- 1. Impact fee financial analysis
- 2. Rate analysis
- 3. Management analysis
- 4. Referendum assistance
- 5. Legislative initiatives
- 6. Project assessment analysis
- 7. Implementation of revenue enhancement programs
- 8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))
- 9. Arbitrage and rebate services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate)
- 10. Financial analysis of projects being developed by engineer/architect studies
- 11. Negotiate on behalf of the DISTRICT for proposed projects

EXHIBIT B COMPENSATION FOR SERVICES (NEGOTIABLE)

Description	Unit Price	
TRANSACTIONAL FEE SCHEDULE		
A. Conventional Long-Term Fixed Rate Debt Up to \$25 Million	Investment Grade \$ <u>1.00/ \$1,000</u>	Non-investment Grade \$1.00/ \$1,000
\$25 Million up to \$50 Million	\$ <u>0.85/ \$1,000</u>	\$1.00/ \$1,000
Over \$50 Million up to \$75 Million	\$ <u>0.75/ \$1,000</u>	\$0.85/ \$1,000
Over \$75 Million	\$ <u>0.50/ \$1,000</u>	\$0.75/ \$1,000
Above Fees Subject To: Minimum	\$20,000.00	<u>\$25,000.00</u>
Maximum	\$ <u>125,000.00</u>	\$200,000.00
Additional Fee – Refunding Transaction	\$ <u>N/A</u> (excluding escrov requested)	w structuring if

B. Notes, Including but not Limited to TANS and RANS \$15,000.001

¹Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

NON-TRANSACTIONAL FEE SCHEDULE

C. Assessment Methodology Reports and Assessment Consultation

The fee for these services will be negotiated with the District in each assignment. The proposed fixed fee for Assessment Methodology Services is \$12,500.

D. Professional Fees

Managing Director	<u>\$300.00</u> / Hour
Senior Managing Consultant (other senior staff)	<u>\$250.00</u> / Hour
Senior Analyst (Analyst)	<u>\$150.00</u> / Hour
Administrative Staff	<u>\$0.00</u> / Hour
E. Out of Pocket Expenses Not to Exceed

\$2,000.00 per Issue*

Not to Exceed	
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost
Copies	0.10 Black & White; 0.50 for Color
Printing	0.10 Black & White; 0.50 for Color

*FA also offers a flat "overhead" fee of \$1,500 per financing to cover all typical expenses (copies, printing, in state travel, etc). Both structures exclude New York and other out of state travel, which is billed at cost.

Other Services

In addition to advising on bond transactions, FA is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services would be provided via separate contract with the appropriate FA related entity such as FA Asset Management, LLC. If needed or required under this proposal, these services are subject to a separate fee to be negotiated in advance at the time of the service. FA fully discloses all fees related to any transaction.

EXHIBIT C INSURANCE

Fishkind & Associates, Inc. ("FA") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision Cyber Liability \$50,000 General Liability \$0 Professional Liability (E&O) \$1,000,000 Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

insurance company & mit best Rath	5
Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV)
	XL Specialty Insurance Company; (A; XV)
	Continental Casualty Company; (A; XV)
	Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
Cyber Liability	Indian Harbor Insurance Company (A; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation	Great Northern Insurance Company; (A++; XV)
& Employers Liability	

SECTION VI

SECTION C

SECTION 1

5

Poinciana Community Development District

Summary of Check Register

January 8, 2019 to March 12, 2019

Fund	Date	Check No.'s	Amount
General Fund	1/1/19	2736	\$ 5,263.58
	1/11/19	2737-2739	\$ 13,417.59
	1/18/19	2740-2742	\$ 23,699.99
	1/23/19	2743	\$ 61,720.41
	1/24/19	2744-2745	\$ 333.00
	1/31/19	2746	\$ 267.17
	2/1/19	2747	\$ 590.00
	2/7/19	2748-2749	\$ 17,926.25
	2/14/19	2750-2751	\$ 300.00
	2/17/19	2752	\$ 38,662.37
	2/19/19	2753-2754	\$ 21,199.99
	3/7/19	2755	\$ 11,970.42
	3/8/19	2756	\$ 5,363.82
			\$ 200,714.59
Payroll	January 2019		
	Anthony Reed	50051	\$ 84.70
	Lita Epstein	50052	\$ 184.70
	Michael Luddy	50053	\$ 184.70
	Robert Zimbardi	50054	\$ 184.70
			\$ 638.80
			\$ 201,353.39

AP300R YEAR-TO-DATE # *** CHECK DATES 01/08/2019 - 03/12/2019 *** PC B#	CCOUNTS PAYABLE PREPAID/COMPUTER DINCIANA - GENERAL FUND NNK A GENERAL FUND	CHECK REGISTER	RUN 3/12/19	PAGE 1
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
1/08/19 00001 1/01/19 43 201901 310-51300-3	34000	*	3,750.00	
MANAGEMENT FEES-JAN19 1/01/19 43 201901 310-51300-3 INFORMATION TECH-JAN19	35200	*	125.00	
1/01/19 43 201901 310-51300-3	31300	*	416.67	
DISSEMINATION-JAN19 1/01/19 43 201901 310-51300-5 OFFICE SUPPLIES	51000	*	17.80	
1/01/19 43 201901 310-51300-4 POSTAGE	12000	*	47.43	
1/01/19 43 201901 310-51300-4 COPIES	12500	*	73.35	
1/01/19 44 201901 320-53800-1 FIELD MANAGEMENT-JAN19	2000	*	833.33	
FIELD MANAGEMENT~JANIJ	GOVERNMENTAL MANAGEMENT SERVICE	S-CF		5,263.58 002736
1/11/19 00004 1/01/19 3294 201901 320-53800-4 LAWN MAINTENANCE JAN19	16200	*	11,970.42	
LAWN MAINTENANCE JANIS	FLORALAWN 2, LLC			11,970.42 002737
1/11/19 00017 12/31/18 2132877 201812 310-51300-3 INTERIM ENG. SERVS DEC18	31100	*	1,180.00	
	GAI CONSULTANTS, INC			1,180.00 002738
1/11/19 00005 12/11/18 L060G0IP 201812 310-51300-4 NOT.OF MEETING 12/11/18	18000	*	267.17	
	THE LEDGER			267.17 002739
1/18/19 00009 1/15/19 2738 201901 320-53800-4 AQUATIC SERVICES JAN19	17000	*	8,616.66	
	CLARKE AQUATIC SERVICES, INC.			8,616.66 002740
1/18/19 00011 1/15/19 1004756 201901 320-53800-4 MOSQUITO MGMT SERV JAN19	17100	*	12,583.33	
	CLARKE ENVIRONMENTAL MOSQUITO			12,583.33 002741
1/18/19 00028 1/10/19 1169 201901 310-51300-3 ADA COMP/UPDATE SITE	35200	*	2,500.00	
	NEWAGETUTORS LLC			2,500.00 002742
1/23/19 00013 1/23/19 01232019 201901 300-20700-1	0000	*	61,720,41	
FY19 DEBT SERV SER2012	POINCIANA CDD C/O USBANK			61,720.41 002743
1/24/19 00010 1/15/19 6-430-96 201901 310-51300-4 DELIVERY 01/09/19	2000	*	204.00	
	FEDEX			204.00 002744
				~~~~~~

POIN POIN CDD TVISCARRA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTE *** CHECK DATES 01/08/2019 - 03/12/2019 *** POINCIANA - GENERAL FUND BANK A GENERAL FUND	R CHECK REGISTER	RUN 3/12/19	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	AMOUNT #
1/24/19 00029 1/22/19 012219 201901 310-51300-49000 DOCUMENT RECORDING FEE	*	129.00	
DOCUMENT RECORDING FEE POLK COUNTY CLERK OF COURTS 1/31/19 00005 1/07/19 L060G0IQ 201901 310-51300-48000			129.00 002745
1/31/19 00005 1/07/19 L060G0IQ 201901 310-51300-48000 NOT.OF BOS MTG 01/16/19 THE LEDGER 2/01/19 00017 1/24/19 2133761 201901 310-51300-31100	*	267.17	267 17 002746
GAI CONSULTANTS, INC 2/07/19 00001 2/01/19 45 201902 310-51300-34000			590.00 002747
2/07/19 00001 2/01/19 45 201902 310-51300-34000 MANAGEMENT FEES-FEB19	*	3,750.00	
2/01/19 45 201902 310-51300-35200 INFORMATION TECH-FEB19	*	125.00	
2/01/19 45 21902 310-51300-31300 DISSEMINATION-FEB19	*	416.67	
2/01/19 45 201902 310-51300-51000 OFFICE SUPPLIES	*	20.60	
2/01/19 45 201902 310-51300-42000 POSTAGE	*	25.05	
2/01/19 45 201902 310-51300-42500 COPIES	*	136.05	
2/01/19 45 201902 310-51300-41000 TELEPHONE	*	5.01	
2/01/19 46 201902 320-53800-12000 FIELD MANAGEMENT-FEB19	*	833.33	
2/01/19 46 201902 320-53800-48300	*	558.67	
STORM GRATE-TYPE D FDOT 2/01/19 46 201902 310-51300-42500	*	18.01	
STAPLES-MAP COPIES 2/01/19 46 201902 310-51300-51000	*	67.44	
COSCO-BATTERY/NAME SIGNS GOVERNMENTAL MANAGEMENT SERVIC	ES-CF		5,955.83 002748
2/07/19 00004 2/01/19 3405 201902 320-53800-46200		11,970.42	
TAUN MATNERNANCE FFF10			
2/14/19 00004 2/05/19 3433 201902 320-53800-48200	*	300.00	
			300.00 002750
RMV BOTTLEBRUSHES/FILL FLORALAWN 2, LLC 2/14/19 00002 1/22/19 105053 201812 310-51300-31500 GENERAL COUNSEL DEC18	*	4,859.65	

POIN POIN CDD TVISCARRA

AP300R *** CHECK DATES 01/08/2019 - 03/12/2019 *** POINCIANA - GENERAL FUND BANK A GENERAL FUND	CHECK REGISTER	RUN 3/12/19	PAGE 3
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
1/22/19 105053 201812 310-51300-31500	v	4,859.65-	
GENERAL COUNSEL DECIS HOPPING GREEN & SAMS			.00 002751
GENERAL COUNSEL DEC18 HOPPING GREEN & SAMS 2/17/19 00013 2/17/19 02172019 201902 300-20700-10000 FY19 DEBT SERV SER2012	*	38,662.37	
FY19 DEBT SERV SER2012 POINCIANA CDD C/O USBANK			38,662.37 002752
	*	1001 • PROFESSION PROFESSION	
CLARKE AQUATIC SERVICES, INC.			8,616.66 002753
MOCOLITTO MEMT CEPU FEBIO			
CLARKE ENVIRONMENTAL MOSQUITO	•		12,583.33 002754
3/07/19 00004 3/01/19 3515 201903 320-53800-46200 LAWN MAINTENANCE MAR19	*	11,970.42	
LAWN MAINTENANCE MARIY FLORALAWN 2, LLC			11,970.42 002755
3/08/19 00001 3/01/19 47 201903 310-51300-34000	*	3,750.00	
MANAGEMENT FEES-MAR19 3/01/19 47 201903 310-51300-35200	*	125.00	
INFORMATION TECH-MAR19 3/01/19 47 201903 310-51300-31300	*	416.67	
DISSEMINATION-MAR19 3/01/19 47 201903 310-51300-51000	*	.48	
OFFICE SUPPLIES 3/01/19 47 201903 310-51300-42000	*	11.09	
POSTAGE 3/01/19 47 201903 310-51300-42500	*	.15	
COPIES 3/01/19 48 201903 320-53800-12000	*	833.33	
FIELD MANAGEMENT-MAR19 3/01/19 48 201903 310-51300-51000	*	8.99	
NAME PLATE HOLDER 3/01/19 48 201903 310-51300-51000	*	19.11	
NAME PLATE 3/01/19 48 201903 320-53800-49000	*	199.00	
OUTDOOR WATER GOVERNMENTAL MANAGEMENT SERVICES	5-CF		5,363.82 002756
TOTAL FOR BAN	NK A	200,714.59	
TOTAL FOR REC	GISTER	200,714.59	

POIN POIN CDD

TVISCARRA

# SECTION 2



## **Poinciana** Community Development District

Unaudited Financial Reporting December 31, 2018



## **Table of Contents**

1	Balance Sheet
2	General Fund Income Statement
3	Debt Service Income Statement
4	Month to Month
5	FY19 Assessment Receipt Schedule

## Poinciana COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET December 31, 2018

	General Fund	Debt Service Fund	Totals 2019
ASSETS:			
CASH			
OPERATING ACCOUNT - SUNTRUST	\$1,705,664		\$1,705,664
MONEY MARKET ACCOUNT	\$52,438		\$52,438
CERTIFICATE OF DEPOSIT	\$108,996		\$108,996
INVESTMENTS			
SERIES 2012A-1 & A-2			
RESERVE A-1		\$535,748	\$535,748
RESERVE A-2		\$322,618	\$322,618
REVENUE		\$790,372	\$790,372
REDEMPTION A-1		\$926	\$926
REDEMPTION A-2		\$4,285	\$4,285
DUE FROM DEVELOPER	\$126,988		\$126,988
DUE FROM GENERAL FUND		\$1,008,172	\$1,008,172
TOTAL ASSETS	\$1,994,085	\$2,662,120	\$4,656,205
LIABILITIES:			
ACCOUNTS PAYABLE	\$119,884		\$119,884
DUE TO DEBT SERVICE	\$1,008,172		\$1,008,172
FUND EQUITY:			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE 2012A-1 & A-2		\$2,662,120	\$2,662,120
OPERATING RESERVE	\$155,224		\$155,224
UNASSIGNED	\$710,805		\$710,805
TOTAL LIABILITIES & FUND EQUITY	\$1,994,085	\$2,662,120	\$4,656,205

## Poinciana

## COMMUNITY DEVELOPMENT DISTRICT

### **GENERAL FUND**

### Statement of Revenues & Expenditures

For The Period Ending December 31, 2018

	ADOPTED	PRORATED BUDGET	ACTUAL	]
	BUDGET	THRU 12/31/18	THRU 12/31/18	VARIANCE
REVENUES:				
ASSESSMENTS - TAX COLLECTOR	\$465,755	\$412,636	\$412,636	\$0
ASSESSMENTS - DIRECT BILLED	\$58,281	\$58,281	\$58,281	\$0
ASSESSMENTS - DEVELOPER	\$96,604	\$96,604	\$96,604	\$0
INTEREST	\$3,500	\$875	\$700	(\$175)
TOTAL REVENUES	\$624,140	\$568,396	\$568,221	(\$175)
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISOR FEES	\$12,000	\$3,000	\$1,400	\$1,600
FICA EXPENSE	\$918	\$230	\$107	\$122
ENGINEERING	\$18,000	\$4,500	\$738	\$3,763
ATTORNEY	\$30,000	\$7,500	\$13,178	(\$5,678)
ARBITRAGE	\$450	\$0	\$0	\$0
DISSEMINATION	\$5,000	\$1,250	\$1,300	(\$50)
ANNUALAUDIT	\$3,590	\$0	\$0	\$0
TRUSTEE FEES	\$7,000	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$45,000	\$11,250	\$11,250	\$0
INFORMATION TECHNOLOGY	\$1,500	\$375	\$375	\$0
TELEPHONE	\$100	\$25	\$17	\$8
POSTAGE	\$2,400	\$600	\$818	(\$218)
PRINTING & BINDING	\$2,700	\$675	\$247	\$428
INSURANCE	\$15,447	\$15,447	\$13,811	\$1,636
LEGAL ADVERTISING	\$3,500	\$875	\$347	\$529
OTHER CURRENT CHARGES	\$100	\$25	\$0	\$25
OFFICE SUPPLIES	\$300	\$75	\$19	\$56
PROPERTY APPRAISER	\$9,628	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
FIELD:				
FIELD MANAGEMENT	\$10,000	\$2,500	\$2,500	\$0
ELECTRIC	\$2,000	\$500	\$271	\$229
LANDSCAPE MAINTENANCE	\$143,645	\$35,911	\$35,911	(\$0)
AQUATIC CONTROL MAINTENANCE	\$98,000	\$24,500	\$25,850	(\$1,350)
AQUATIC MIDGE MANAGEMENT	\$172,800	\$43,200	\$37,750	\$5,450
R&M DRAINAGE	\$3,000	\$750	\$0	\$750
R&M MULCH	\$4,500	\$1,125	\$0	\$1,125
R&M PLANT REPLACEMENT	\$4,060	\$1,015	\$0	\$1,015
STORM STRUCTURES REPAIRS	\$50,000	\$12,500	\$0	\$12,500
CONTINGENCY	\$10,000	\$2,500	\$0	\$2,500
CAPITAL OUTLAY	\$20,000	\$5,000	\$5,857	(\$857)
TOTAL EXPENDITURES	\$680,813	\$180,503	\$156,920	\$23,582
EXCESS REVENUES (EXPENDITURES)	(\$56,673)		\$411,301	
FUND BALANCE - BEGINNING	\$56,673		\$299,505	
FUND BALANCE - ENDING	\$0		\$710,805	
	2			
	2			

## Poinciana

## COMMUNITY DEVELOPMENT DISTRICT

## SERIES 2012A-1 & A-2 DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending December 31, 2018

	ADOPTED	PRORATED BUDGET	ACTUAL			
	BUDGET	THRU 12/31/18	THRU 12/31/18	VARIANCE		
REVENUES:						
ASSESSMENTS - TAX COLLECTOR	\$1,404,442	\$1,258,242	\$1,258,242	\$0		
ASSESSMENTS - DIRECT BILLED	\$313,990	\$313,990	\$313,990	\$0		
INTEREST	\$0	\$0	\$1,031	\$1,031		
TOTAL REVENUES	\$1,718,432	\$1,572,232	\$1,573,263	\$1,031		
EXPENDITURES:						
ADMINISTRATIVE						
PROPERTY APPRAISER	\$28,380	\$0	\$0	\$0		
SERIES 2012A-1						
SPECIAL CALL - 11/1	\$0	\$0	\$5,000	(\$5,000)		
INTEREST - 11/1	\$209,850	\$209,850	\$209,850	\$0		
PRINCIPAL - 05/1	\$600,000	\$0	\$0	\$0		
INTEREST - 05/1	\$209,850	\$0	\$0	\$0		
SERIES 2012A-2						
INTEREST - 11/1	\$160,425	\$160,425	\$160,419	\$6		
PRINCIPAL - 05/1	\$285,000	\$0	\$0	\$0		
INTEREST - 05/1	\$160,425	\$0	\$0	\$0		
TOTAL EXPENDITURES	\$1,653,930	\$370,275	\$375,269	(\$4,994)		
EXCESS REVENUES (EXPENDITURES)	\$64,502		\$1,197,995			
FUND BALANCE - BEGINNING	\$612,054		\$1,464,125			
FUND BALANCE - ENDING	\$676,556		\$2,662,120			

### Poinciana Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX COLLECTOR	\$0	\$86,967	\$325,669	\$a	\$0	\$0	50	\$0	\$0	\$0	\$0	\$0	\$412,636
ASSESSMENTS - DIRECT BILLED	\$0	\$58,281	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,281
ASSESSMENTS - DEVELOPER	\$0	\$96,604	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$96,604
INTEREST	\$192	\$263	\$244	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700
TOTAL REVENUES	\$192	\$242,116	\$325,913	\$0	\$0	50	50	\$0	\$0	\$0	\$0	\$0	\$568,221
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$200	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,400
FICA EXPENSE	\$0	\$15	\$92	\$0	\$0	\$0	\$ <b>0</b>	\$0	\$0	\$0	\$0	\$0	\$107
ENGINEERING	\$148	\$590	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$738
ATTORNEY	\$454	\$12,724	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,178
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$467	\$417	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$O	\$0	\$0	\$0	\$0	\$0	\$5,000
MANAGEMENT FEES	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,250
INFORMATION TECHNOLOGY	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375
TELEPHONE	\$0	\$13	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17
POSTAGE	\$98	\$537	\$183	\$0	\$0	\$0	\$0	\$D	\$D	\$0	\$0	\$0	\$818
PRINTING & BINDING	\$135	\$11	\$101	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$247
INSURANCE	\$13,811	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,811
LEGAL ADVERTISING	\$0	\$347	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$347
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	50	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$1	\$0	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19
PROPERTY APPRAISER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$D	\$0	\$0	\$175
FIELD;													
FIELD MANAGEMENT	\$833	\$833	\$833	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
ELECTRIC	\$85	\$91	\$94	50	\$0	\$0	\$0	\$0	\$0	ŚD	\$0	\$0	\$271
LANDSCAPE MAINTENANCE	\$11,970	\$11,970	\$11,970	\$0	\$0	\$0	\$0	ŚO	\$0	SO	\$0	\$0	\$35,911
AQUATIC CONTROL MAINTENANCE	\$8,617	\$8,617	\$8,617	50	50	50	\$0	\$0	\$0	\$0	50	\$0	\$25,850
AQUATIC MIDGE MANAGEMENT	\$12,583	\$12,583	\$12,583	\$0	\$0	\$0	\$0	\$0	\$0	\$0	50	\$0	\$37,750
R&M DRAINAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	SO	\$0	ŝo	\$0	\$0
R&M MULCH	\$0	\$0	\$D \$D	\$0	\$0	\$0	\$0	50	SO	\$0	\$0	\$0	\$0
R&M PLANT REPLACEMENT	\$0	\$0	\$0	50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STORM STRUCTURES REPAIRS	\$0	\$0	\$0	\$0	50	\$0	\$0	ŝo	\$0	so	50	so	\$0
CONTINGENCY	\$0 \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	50	\$0	\$0	\$0
CAPITAL OUTLAY	\$5,857	\$0	50	\$0	\$0	\$0 \$0	\$0	\$0 \$0	\$0	\$0	\$0	\$0	\$5,857
GATTALOOIDAT	10001	50	50	<b>3</b> 0	50	30	~	ψŪ	ĴŪ	<b>90</b>	20	40	\$3,637
TOTAL EXPENDITURES	\$64,109	\$52,823	\$39,988	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$156,920
EXCESS REVENUES/(EXPENDITURES)	(\$63,917)	\$189,292	\$285,925	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$411,301

### Poinciana COMMUNITY DEVELOPMENT DISTRICT

### SPECIAL ASSESSMENTS FY2019 RECEIPTS

### MAINTENANCE

GROSS ASSESSMENTS CERTIFIED NET ASSESSMENTS												499,824.26 469,834.80 100%	
DATE	CHECK NO	GROS	SS ASSESSMENTS RECEIVED	D	ISCOUNTS	co	MMISSIONS PAID		INTEREST INCOME	NET	ASSESSMENTS RECEIVED		GENERAL FUND
11/14/10	ACU		907.08	*	36.30		17.42			1.	953.25		053.00
11/14/18	ACH	S		\$		S	173.24	\$	-	5	853.36	S	853.30
11/20/18	ACH	S	9,115.52	\$	453.33	S		\$	-	3	8,488.95	S	8,488.9
11/23/18	ACH	\$	11,187.32	\$	and the second se	\$	214.79	\$	-	\$	10,524.83	5	10,524.8
11/30/18	ACH	\$	71,319.96	\$	2,850.71	\$	1,369.39	\$	-	5	67,099.86	\$	67,099.8
12/11/18	ACH	\$	120,567.10	\$	4,823.00	\$	2,314.88	\$	-	\$	113,429.22	\$	113,429.22
12/28/18	ACH	\$	225,586.96	\$	9,015.68	\$	4,331.43	\$		\$	212,239.85	\$	212,239.8
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	
		\$	-	\$	-	\$	-	\$	-	5		\$	-
		\$	-	\$	-	\$	-	\$	-	\$	- 1	S	-
		\$	-	\$	-	\$	-	\$	-	\$		\$	-
		5	-	S	-	\$	-	5	-	\$	-	\$	-
		\$	-	S	-	\$	-	5	-	\$	-	\$	-
		S	-	\$	-	\$	-	\$	-	\$	-	\$	-
		S	-	S	-	S	-	5	-	5	-	S	_
		5	-	5	-	S	-	5	-	5	-	\$	-
		S	-	S		S	-	5	-	5	-	\$	-
		\$	-	\$	-	s	-	5	-	5	-	\$	-
OTAL COLLE	CTED	\$	438,683.94	\$	17,626.72	\$	8,421.15	\$	-	\$	412,636.07	\$	412,636.02
ERCENTAGE	COLLECTE	D										88%	

### DEBT SERVICE

### GROSS ASSESSMENTS \$ 1,517,469.41

CERTIFIED NET ASSESSMENTS \$ 1,420

1,426,421.25 100%

DATE	CHECK NO	GRO	SS ASSESSMENTS RECEIVED	D	ISCOUNTS	C	PAID		INTEREST INCOME	NET	ASSESSMENTS RECEIVED		DEBT SERVICE FUND
		1						1		1		-	
11/14/18	ACH	5	3,004.74	\$	120.18	\$	57.69	\$	-	\$	2,826.87	\$	2,826.8
11/20/18	ACH	\$	26,524.56	5	1,320.07	\$	504.09	\$	-	S	24,700.40	\$	24,700.4
11/23/18	ACH	\$	33,113.75	\$	1,324.44	\$	635.79	\$	-	S	31,153.52	\$	31,153.5
11/30/18	ACH	\$	203,421.54	\$	8,126.15	\$	3,905.91	\$	-	5	191,389.48	S	191,389.4
12/11/18	ACH	\$	360,736.57	\$	14,422.53	\$	6,926.28	\$	-	S	339,387.76	\$	339,387.7
12/28/18	ACH	\$	710,820.68	\$	28,387.97	\$	13,648.65	\$	-	S	668,784.06	\$	668,784.0
		\$	-	\$	-	\$		\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	S	-	\$	-	\$	-
		\$	-	\$	-	\$	-	5	-	\$	-	\$	
		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
		S	-	\$	-	\$	-	\$	-	S	-	\$	-
		\$	-	\$	-	\$		\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-	\$	-	\$		\$	-
		\$	-	\$	-	\$	-	\$	-	S	-	\$	-
		\$	-	\$	-	\$	-	\$	-	\$		\$	-
		\$	-	\$	-	\$		\$	-	\$	-	\$	
		\$	-	\$	-	5	-	\$	-	\$	*	\$	-
TAL COLLE	CTED	\$	1,337,621.84	5	53,701.34	\$	25,678.41	\$	-	\$	1,258,242.09	\$	1,258,242.0
RCENTAGE	COLLECTE	D											88

### DIRECT BILLED ASSESSMENTS

### TAYLOR MORRISON \$372,271.37 \$58,281.12 \$313,990.25 DATE RECEIVED 11/2/18 11/2/18 CHECK GENERAL AMOUNT DUE NET DEBT DOE DATE 12/1/18 2/1/19 5/1/19 ASSESSED NO. 58234 58234 RECEIVED FUND SERVICE 29,140.56 \$ 14,570.28 \$ 14,570.28 \$ 5 186,135.69 \$ 186,135.69 \$ \$ 93,067.84 \$ 93,067.84 \$ \$ 93,067.84 \$ 93,067.84 \$ 156,995.13 78,497.56 78,497.56 11/2/18 58234 \$ 372,271.37 \$ 372,271.37 \$ 58,281.12 313,990.25 \$

## SECTION D

## SECTION 1

## Poinciana Community Development District





## Poinciana Community Development District

## Field Management Report March 20, 2019

To: George Flint District Manager

From: Clayton Smith

Field Services Manager

RE: Poinciana CDD – March 20, 2019

The following is a summary of items related to the field operations and management of the Poinciana Community Development District.

## Completed

## Soundproofing Kit Test



 Soundproofing kit has been installed on single unit for testing.

## **Aerator Maintenance**

 A pump compressor was replaced under warranty.



3

## In Progress

## Engineer's Report

 Many of the most urgent items have been assessed and will be priced to complete these action items.





- All work is dependent on water levels.
- All work is expected to be completed by the end of the dry season.



## Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at <u>csmith@gmscfl.com</u> Thank you.

Respectfully,

**Clayton Smith** 

## CLOCKE PCDD Monthly Treatment Report

Date between : 1/1/2019 and 1/31/2019

Customer Site ID	Treatment Date	Condition/Weeds Treated			
10-A	1/7/19	Clean			
10-B	1/7/19	Clean			
A-1	1/28/19	Clean			
A-11	1/7/19	Clean			
A-12	1/28/19	Clean			
A-13	1/28/19	Clean			
A-2	1/8/19	Clean			
A-20	1/8/19	Clean			
A-21	1/23/19	Filamentous			
A-22	1/8/19	Clean			
A-3	1/7/19	Clean			
A-4	1/7/19	Clean			
A-5	1/21/19	Clean			
A-6	1/8/19	Clean			
A-7	1/8/19	Clean			
A-8	1/23/19	Filamentous			
A-9	1/7/19	Clean			
B-1	1/23/19	Filamentous			
B-11	1/8/19	Clean			
B-15	1/8/19	Clean			
B-16	1/8/19	Clean			
B-6	1/21/19	Clean			
C-1	1/21/19	Clean			
C-10	1/23/19	Filamentous			
C-11	1/23/19	Filamentous			
C-12	1/8/19	Clean			
C-13	1/8/19	Clean			
C-14	1/8/19	Clean			
C-15	1/28/19	Clean			
C-16	1/8/19	Clean			
C-17	1/21/19	Clean			
C-18	1/8/19	Clean			
C-19	1/23/19	Filamentous			
C-2	1/21/19	Clean			
C-20	1/7/19	Filamentous			
C-3	1/21/19	Clean			
C-6	1/23/19	Clean			
C-6B	1/23/19	Filamentous			
C-8	1/23/19	Clean			
C-9	1/21/19	Clean			
D-1	1/8/19	Clean			
D-10	1/8/19	Clean			
D-11	1/8/19	Clean			
D-2	1/8/19	Clean			

### Clarke Monthly Treatment Report September 2014

D-3	1/8/19	Clean
D-4	1/8/19	Clean
D-5	1/7/19	Baby Tears
D-5	1/7/19	Planktonic
D-6	1/8/19	Clean
D-7	1/8/19	Clean
D-8	1/8/19	Clean
D-9	1/8/19	Clean
E-1	1/8/19	Clean
E-11	1/8/19	Clean
E-18	1/8/19	Clean
E-19	1/8/19	Clean
E-2	1/8/19	Clean
E-21	1/15/19	Planktonic
E-3	1/15/19	Planktonic
E-31	1/8/19	Clean
E-5	1/8/19	Clean
E-6	1/8/19	Clean
E-8	1/8/19	Clean
F-7	1/21/19	Clean
POND B-5	1/21/19	Clean

## COCIC PCDD Monthly Treatment Report

Date between : 2/1/2019 and 2/28/2019

Customer Site ID	Treatment Date	Condition/Weeds Treated			
10-A	2/6/19	Clean			
10-B	2/28/19	Clean			
A-1	2/28/19	Clean			
A-11	2/6/19	Clean			
A-12	2/7/19	Filamentous			
A-12	2/7/19	Planktonic			
A-13	2/7/19	Filamentous			
A-13	2/7/19	Planktonic			
A-2	2/28/19	Clean			
A-20	2/28/19	Clean			
A-21	2/28/19	Clean			
A-22	2/21/19	Clean			
A-3	2/6/19	Clean			
A-4	2/6/19	Clean			
A-5	2/6/19	Clean			
A-6	2/6/19	Clean			
A-7	2/6/19	Clean			
A-8	2/7/19	Duckweed			
A-8	2/7/19	Filamentous			
A-8	2/7/19	Spike Rush			
A-9	2/6/19	Clean			
B-1	2/28/19	Clean			
B-11	2/6/19	Clean			
B-15	2/6/19	Clean			
B-16	2/28/19	Clean			
B-6	2/28/19	Clean			
C-1	2/21/19	Clean			
C-10	2/28/19	Filamentous			
C-10	2/28/19	Hydrilla			
C-11	2/28/19	Clean			
C-12	2/28/19	Filamentous			
C-12	2/28/19	Hydrilla			
C-13	2/6/19	Clean			
C-14	2/6/19	Clean			
C-15	2/28/19	Clean			
C-16	2/6/19	Clean			
C-17	2/6/19	Clean			
C-18	2/6/19	Clean			
C-19	2/28/19	Clean			
C-2	2/21/19	Clean			
C-20	2/28/19	Filamentous			
C-20	2/28/19	Hydrilla			
C-20	2/28/19	Clean			
C-6	2/21/19	Clean			

C-6B	2/28/19	Clean			
C-8	2/28/19	Clean			
C-9	2/28/19	Clean			
D-1	2/6/19	Clean			
D-10	2/6/19	Clean			
D-11	2/6/19	Clean			
D-2	2/6/19	Clean			
D-3	2/6/19	Clean			
D-4	2/6/19	Clean			
D-5	2/28/19	Clean			
D-6	2/28/19	Clean			
D-7	2/6/19	Clean			
D-8	2/6/19	Clean			
D-9	2/6/19	Clean			
E-1	2/21/19	Clean			
E-11	2/21/19	Clean			
E-18	2/21/19	Clean			
E-19	2/21/19	Clean			
E-2	2/21/19	Planktonic			
E-21	2/21/19	Clean			
E-3	2/21/19	Planktonic			
E-31	2/28/19	Clean			
E-5	2/21/19	Clean			
E-6	2/21/19	Clean			
E-8	2/21/19	Clean			
F-7	2/21/19	Clean			
POND B-5	2/28/19	Clean			



### PPCDD Monthly Midge Treatment Report January 2019

Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	<b>Chemical Used Quantity</b>	Unit of Measure
		No ULV service	es performed	in January; treatr	nents will resume i	n March	
Το	tal For The Month of	of January		0.00	mi	0.00	gal
Abate 5% Pellets	arvicide Ponds	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
NONE FOR	JANUARY						
Total For The Month				0.00	ac	0.00	lb

Abate 4E Larvicide Ponds	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
NONE FOR JANUARY				ac		oz
				ac		oz
				ac		oz
Total For The Month of	0.00	ac	0.00	OZ		



## PCDD Monthly Midge Treatment Report February 2019

	Fotal For The Month			40.63	ac	325.00	lb
					ac		lb
B1, E3, Venizia Pone	ds (A9-A13), F7	2/21/19	2/21/19	40.63	ac	325	lb
Abate 5% Pellets La	rvicide Ponds	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
	Total For The M	onth of Febru	lary	1.60	mi	0.26	gal
			-		mi		gal
PCDD ATV ULV	ATV-E3	2/21/19	2/21/19	0.3	mi	0.06	gal
PCDD ATV ULV	ATV-Complaint Areas	2/8/19	2/8/19	1.3	mi	0.2	gal
Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure

Abate 4E Larvicide Ponds	Start Date	End Date	<b>Used Quantity</b>	Unit of Measure	Chemical Used Quantity	Unit of Measure
NONE FOR FEBRUARY				ac		oz
				ac		oz
				ac		OZ
Total For The M	0.00	ac	0.00	oz		

Harborage Treatments for Complaints	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
	2/8/19	2/8/19	0.31	ac	2.5	gal
	2/21/19	2/21/19	0.94	ac	7.5	gal
	2/27/19	2/27/19	0.63	ac	5	gal
Total For The M	1.88	ac	15.00	gal		



## Poinciana Community Development District Monthly Midge Treatment Report January 1, 2019- January 31, 2019

Night Truck Spray

O Miles were sprayed

## ATV ULV Spray

O Miles were sprayed

## Backpack Pellet Larvicide

• _0___ Acres were treated

## **Boat Larvicide Treatments**

O Acres were treated



## Poinciana Community Development District Monthly Midge Treatment Report February 1, 2019- February 28, 2019

Night Truck Spray

O Miles were sprayed

## ATV ULV Spray

• <u>1.6</u> Miles were sprayed

Backpack Pellet Larvacide

• 40.63 Acres were treated

**Boat Larvacide Treatments** 

O Acres were treated

# SECTION 2

				Customer	Complaint Log Poinciana CDD			
Date	Resident	Address	Pond	Contact	Complaint	Assigned To	Resolution	Date Resolv
2/4/1	19 Love Torresi	376 Acadia Drive	C-20	863-427-2148	Algae on pond	Clayton Smith	Sprayed	2/6/19
2/4/1	19 Patrick Carroll	364 Acadia Drive	C-20	863-496-5626	Algae on pond	<b>Clayton Smith</b>	Sprayed	2/6/19
2/5/1	19 Bill Lynch	921 Grand Canal Drive	A-1213	863-439-9577	Algae on pond	Clayton Smith	Sprayed	2/6/19
2/6/1	9 Chuck Alaimo	238 Acadia Drive	C-20	chuckalaimo@verizon.net	Algae on pond	Clayton Smith	Sprayed	2/6/19
2/7/2	19 Patrick Dowsen	744 Volterra Blvd	A-20	407-922-3364	Algae on pond	Clayton Smith	Sprayed	2/21/19
2/19/3	19 Teresa Kenney	292 Acadia Drive	C-20	605-390-0963	Algae on pond	Clayton Smith	Sprayed	2/21/19
2/19/1	19 Michael Moschitta	225 Sorrento Road	E-3	845-494-3415	Midge control	Clayton Smith	Sprayed	2/21/19
	19 Mitch White	626 Vineyard Way	C-20	630-524-8256	Algae on pond	Clayton Smith	Sprayed	2/21/19
2/19/1	19 Patrick Carroll	364 Acadia Drive	C-20	863-496-5626	Algae on pond & grass clippings	Clayton Smith	Sprayed	2/21/19
2/19/1	19 William Killroy	120 Amalfi Lane	E-3	863-439-8329	Solar panel across from 117 Amalfi not working	Clayton Smith	Blown fuse, repaired	2/25/19
	19 Patrick Dowsen	744 Volterra Blvd	A-20	407-922-3364	Midge control	Clayton Smith	Sprayed	3/7/19
2/28/2	L9 Gene Burch	121 Sorrento Road		gburch29@vahoo.com	Mitered End Update	Clayton Smith	Being repaired as water levels allow	2/28/19
3/1/:	9 Carol Vanderheyden	399 Lake Butler Drive	A-8	863-427-2055	Algae on pond	Clayton Smith	Treated	3/5/19
3/4/:	19 Sheila Wiles	256 Acadia Drive	C-20	smwiles1@verizon.net	Algae on pond	Clayton Smith	Treated	2/28/19
3/4/2	19 Pat Knepper	417 Lake Butler Drive	A-8	863-547-4134	Algae on pond	Clayton Smith	Treated	3/5/19
3/6/1	19 Carol Blaze	541 Genoa Drive	E-1	863-313-3317	Midge control	Clayton Smith	Sprayed	3/7/19
3/11/1	19 Berry Welch	645 Portofino Drive	D-11	407-449-6806	Pond level low, occasional weed overgrowth	Clayton Smith	TBD	
3/11/2	19 Gwen Burchins	785 Grand Canal Drive	A-1213	863-852-8371	Midge control	Clayton Smith	To be sprayed	3/14/19
3/11/1	19 Deanna Cannata	231 New River Drive	B-15	863-427-2625	Three trees across from house, on pond, seem dead	Clayton Smith	TBD	