

Poinciana
Community Development District

Agenda Package

March 21, 2018

AGENDA

Poinciana

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

March 14, 2018

**Board of Supervisors
Poinciana Community
Development District**

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet **Wednesday, March 21, 2018 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
4. Consideration of Engineering Services Agreement with GAI Consultants, Inc.
5. Organizational Matters
 - A. Review of Letters of Interest/Resumes
 - B. Appointment of an Individual to Fulfill the Board Vacancy with a Term Ending November 2018
 - C. Administration of Oath of Office to Newly Appointed Board Member
 - D. Consideration of Resolution 2018-09 Electing Assistant Secretary
6. Approval of Minutes of the February 21, 2018 Meeting
7. Staff Reports
 - A. Attorney
 - i. Litigation Update
 - ii. Policy Regarding Prohibited Uses of District Ponds
 - B. Engineer
 - i. Update on Status of Pond Conveyances
 - C. District Manager
 - i. Action Items List
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - D. Field Manager
 - i. Field Manager's Report
 - ii. Priority Stormwater System Repairs
 - iii. Status of Pilot Aeration Project
 - iv. Customer Complaint Log
 - v. Clarke Environmental Aquatic Treatment Report
 - vi. Clarke Environmental Midge Treatment Report
8. Supervisor's Requests
9. Audience Comments
10. Other Business
11. Next Meeting Date - April 18, 2018
12. 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 consideration of engineering services agreement with GAI Consultants, Inc. A copy of the agreement is enclosed for your review.

The fifth order of business is Organizational Matters. Section A is the review of the letters of interest and resumes received from residents. Copies of the letters and resumes are enclosed for your review. Section B is the appointment of an individual to fulfill the Board vacancy with a Term ending November 2018 and Section C is the administration of the Oath of Office to the newly appointed Board member. Section D is the consideration of Resolution 2018-09 electing an Assistant Secretary. A copy of the Resolution is enclosed for your review.

The sixth order of business is the approval of minutes from the February 21, 2018 meeting. The minutes are enclosed for your review.

The seventh order of business is Staff Reports. Section A is the Attorney's Report and an update on the litigation will be discussed under Sub-Section 1. Sub-Section 2 is the discussion of the policy regarding prohibited uses of the District Ponds. A copy of the current policy is enclosed for your review. Section B is the Engineer's Report. Sub-Section 1 is an update on the status of the pond conveyances. This is an open discussion item. Section C is the District Manager's Report. Sub-Section 1 includes the Action Items List for your review. Sub-Section 2 includes the check register for approval and Sub-Section 3 includes the balance sheet and income statement for your review. Section D is the Field Manager's Report. Sub-Section 1 will provide details of field issues going on in the community. Sub-Section 2 is the discussion of the priority stormwater system repairs and Sub-Section 3 is an update on the status of the Pilot aeration project. These are open discussion items. Sub-Section 4 includes the customer complaint log for review. Sub-Sections 5 and 6 are included in the Field Manager's Report.

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

Sincerely,



George S. Flint
District Manager

CC: Michael Eckert, District Counsel
Kathleen Leo, District Engineer
Brian Smith, Field Manager
Darrin Mossing, GMS

Enclosures

SECTION IV

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 21st day of March, 2018, by and between:

Poinciana Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the “District”); and

GAI Consultants, Inc., a corporation, providing professional engineering services with a mailing address of 618 E. South Street, Suite 700, Orlando, Florida 32801 (“Engineer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the “Act”) as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, finance, constructing, reconstructing, acquiring, and/or maintaining certain public improvements and services within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District’s Board of Supervisors (the “Board”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services including, but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to

the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Representations. The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.

- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization

Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

Article 6. Term of Agreement. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 8. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 9. Ownership of Documents.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor

for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 10. Accounting Records. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 12. Estimate of Cost. Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, and at the District’s option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 16. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the

time and place where the services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

Article 17. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under this Agreement.

Article 18. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement 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.

UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Article 19. Public Records. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer 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 this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer'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 Engineer, the Engineer 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. The Engineer acknowledges that the designated Public Records Custodian for the District is George S. Flint.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407)841-5524, GFLINT@GMSCFL.COM, 135 WEST CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.

Article 20. Notices. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Poinciana Community Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Engineer: GAI Consultants, Inc.
618 E. South Street, Suite 700
Orlando, Florida 32801
Attn: Kathleen Leo

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or

other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Article 21. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 22. Controlling Law. The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Polk County, Florida.

Article 23. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 7 herein.

Article 24. Conflicts of Interest. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

Article 25. Subcontractors. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

Article 26. Independent Contractor. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

Article 27. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this

Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 28. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties and formally approved by the Board

Article 29. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Article 30. Agreement. This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

Article 31. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

GAI CONSULTANTS, INC.

Witness
Print Name: _____

By: _____
Its: _____

SCHEDULE "A"

2017 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Urban Designers, and Landscape Architects. The use of "Engineer" in the titles in the Hourly Rate Schedule applies to professional engineers and geologists.
Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Expert Witness	\$350.00
CSG Senior Director / Principal	\$290.00
CSG Senior Director	\$205.00
CSG Director	\$195.00
CSG Senior Manager / Assistant Director	\$185.00
CSG Manager	\$165.00
CSG Assistant Manager	\$183.00
CSG Senior Project Professional	\$120.00
CSG Project Professional	\$105.00
CSG Senior Professional	\$95.00
CSG Professional	\$85.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
CSG Lead CAD Operator	\$95.00
Senior Engineering Director	\$315.00
Engineering Director/Sr. Director/Director	\$295.00
Senior Engineering Manager	\$230.00
Engineering Manager	\$185.00
Senior Project Manager	\$175.00
Senior Lead Project Engineer	\$170.00
Project Manager	\$165.00
Senior Project Engineer, CEI Project Administrator	\$130.00
Senior Project Designer, Senior Project Technical Specialist	\$130.00
Project Engineer	\$120.00
Senior Lead Designer	\$115.00
Senior Engineer Intern	\$105.00
Lead Designer	\$100.00
Senior CAD Operator	\$85.00
Senior Project Coordinator	\$90.00
Senior Project Controls Associate	\$80.00
Engineer Intern	\$75.00
CAD Operator	\$70.00
Administrative Assistant	\$35.00
Environmental Director	\$170.00
Senior Environmental Specialist	\$140.00
Environmental Project Specialist	\$90.00

March __, 2018

Poinciana Community Development District
Polk County, Florida

Subject: **Work Authorization Number 1**
Poinciana Community Development District

Dear Chairman, Board of Supervisors:

GAI Consultants, Inc., (“Engineer”), is pleased to submit this work authorization to provide engineering services for the Poinciana Community Development District (the “District”). We will provide these services pursuant to our current agreement dated _____, 2018 (“Engineering Agreement”) as follows:

I. Scope of Work. Perform those services as necessary pursuant to the Engineering Agreement including attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors. Prepare an Engineer’s Report to support the District’s bond issuances and attendance at meetings and bond validation proceedings regarding the District’s issuance of bonds.

II. Fees. The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Poinciana Community
Development District

By: _____

Date: _____

SECTION V

A

**Curriculum Vitae
William G. Land
188 Torino Lane
Poinciana, Fl. 34759
513-256-6130
landwmg@yahoo.com**

BACKGROUND AND EDUCATION

I grew up in St. Louis, Missouri. Shortly after graduating high school, I joined the Marine Corps serving from 1962 to 1966. Upon my discharge and after a short stint at St. Louis University, I attended the University of Missouri in Columbia, Mo. I graduated in 1971 earning a BS in Business Administration with a major in Accounting and later earned certificates as a CPA and Certified Management Accountant.

EXPERIENCE

I began my career in 1971 with General Electric on the Financial Management Program. I was assigned to GE Audit Staff and rotated through several financial management positions before leaving GE in 1994 to join Cognis Chemical Company in Cincinnati, Ohio where I was responsible for all accounting, finance and IT departments. I retired from Cognis in 2009, joining Tatum as a partner in financial consulting.

My career experiences include business consolidations, restructuring, cost reduction programs, planning and budgeting, organizational development, joint ventures, business acquisitions, general accounting and information system implementation.

I met my wife, Mary, in Cincinnati and we have been married for 17 years, moving to Solivita in 2009 as snow birds before becoming full time residents in 2011. Mary has a son who currently resides in San Francisco. I have a married daughter in Minneapolis and a son in Charlotte, NC.

I have served on several boards and associations during my career.

World Affairs Council of Greater Cincinnati

Board of directors, Finance Chair

Hermitage Point HOA Board of Directors, Treasurer

Ottawa, Il. Drug Awareness Council

Junior Achievement Counselor

In Solivita: President of Indiana Friends

Treasurer of the Republican Club of Solivita

Solivita Advisory Committee, four years

serving as Chairman in 2017.

Solivita HOA Financial Review and Buildout Budget Review

lead by Craig Carmickle

From: George Flint gflint@gmscfl.com
Subject: Fwd: CDD Board Vacancy
Date: February 8, 2018 at 3:00 PM
To: svanderbilt@gmscfl.com, lvanderveer@gmscfl.com



Sent from my iPhone

Begin forwarded message:

From: Theron Edge <t36384@aol.com>
Date: February 8, 2018 at 12:05:26 PM EST
To: gflint@gmscfl.com
Subject: CDD Board Vacancy

Dear Mr. Flint:

The purpose of this e-mail is to let you know of my interest in filling the current vacancy on the Poinciana CDD.

I am a registered voter in the State of Florida and have live in Solivita full time since 2007. I bought my home in 2003.

My wife and I have lived in four gated communities over the past 30 years. In one of them I served as the President of the HOA for 10 years.

I retired as Director of Quality Assurance Engineering and have earned an MBA.

Thanks You,

Theron Edge
606 Volterra blvd.
863-438-0940
t36384@aol.com

From: George Flint gflint@gmscfl.com
Subject: Fwd: Vacant CDD Board seat
Date: February 11, 2018 at 7:35 PM
To: Stacie Vanderbilt svanderbilt@gmscfl.com, Lauren Vanderveer lvanderveer@gmscfl.com



Begin forwarded message:

From: anthony reed <radnorth@yahoo.com>
Subject: Vacant CDD Board seat
Date: February 11, 2018 at 7:33:38 PM EST
To: "gflint@gmscfl.com" <gflint@gmscfl.com>
Cc: anthony reed <radnorth@yahoo.com>

February 11, 2018

To: Poinciana CDD

District Manager

Mr. Flint,

I am writing to express my interest in the opening for Poinciana CDD Board of Supervisors Seat 3 with a term expiring November 2018.

Considering my professional experience, educational background and community service, I believe I could make a significant contribution, and be a valuable member of the CDD Board of Supervisors. I also have owned my own design, engineering and construction business for twenty plus years. I have served as a consulting engineer on multiple "design and build" contracts and I have served on the Planning Board of the Village of Ballston Spa, New York. I have experience dealing with both sides of issues, one while presenting to the planning boards and two dealing with the public while serving on the planning board itself.

I have also been a Licensed New York State Realtor with experience in both residential and commercial properties. I have also designed and built my own residential apartment building in Ballston Spa, New York. With having more than 40 years of experience both professionally and as a community volunteer I have dealt with some of the same issues faced by the Poinciana CDD board.

Synopsis of Resume includes:

EDUCATION:

Bachelor of Science Degree, Syracuse University, Syracuse, New York

Masters of Science Degree, Union Collage, Schenectady New York

Masters of Business Administration from Rensselaer Polytechnic Institute, Troy,
New York

Graduate Naval Nuclear Engineering Power School

Qualified Naval Nuclear Power Plant Test Engineer

Qualified Reactor Plant Field Engineer

EMPLOYMENT HISTORY:

Knolls Atomic Power Laboratory, 40 years experience

Electrical Engineering Manager

Engineering Department Manager

Long Range Planning and Budgeting Manager

Facilities Engineering Manager

Project Engineering Manager

Qualified Nuclear Plant Test Engineer

Qualified Reactor Plant Field Engineer

US Air Force Honorable Discharge

COMMUNITY SERVICE:

Planning Board seat Planning Board of the Village Of Ballston Spa, New York

Member of KAPL's community relations committee

DOE National Science Bowl Regional Coordinator for Upstate New York

Saratoga County BOCES Gifted Education Council Member

Hudson Valley Community College Technical Preparation Advisory Board Member

LICENSES:

Previously a licensed New York State Realtor

Presently hold a Florida State Security license

In summary;

With my experience and background in management, engineering, project engineering, design, construction and managing real estate. I believe I would be a valuable and contributory member of the CDD

Board of Supervisors.

Having managed my own real estate portfolio of commercial and residential real estate I believe I can provide valuable insight into the various issues to be faced by the CDD presently and in the future. Additionally, with my experience and skills in both designing and managing construction projects I will be useful on the CDD Board when the detailed planning and construction of the new amenities begins in earnest.

Sincerely,

Anthony Reed,
217 Torino Lane
518-860-4903

•

George S. Flint
Vice-President
Governmental Management Services -
Central Florida, LLC
135 West Central BLVD, Suite 320
Orlando, Florida 32801
Tel: (407) 841-5524
Cell: (407) 242-0501
Fax: (407) 839-1526
email: gflint@gmscfl.com

Shaun B Thornton

165 Marabella Loop
Kissimmee, FL 34759, USA

407 592 9388(Mobile)
Email: shaunthornton@cfl.rr.com

February 14, 2018

Outline Résumé

- Qualified Electrical Engineer
- Past career in Sales and General Management in the Capital Equipment Business
- Past President of an Engineering and Manufacturing Company of 100+ employees
- Numerous years of experience in negotiating complex contracts across the globe
- Many years of General Manager P&L responsibility
- Experience with development of business budgets
- Current career as a Business Broker and M&A Intermediary
- Years of experience with analysis of business Financial Statements and Tax Returns
- Holder of a Florida Real Estate Broker License
- Member of International Business Brokers Association and M&A Source
- Awarded prestigious Certified Business Intermediary accreditation by IBBA
- Active member of Orlando FSBDC Advisory Board Council & SBRN
- Honored as FSBDC 2016 Advisory Board Council Central Florida Volunteer of the Year
- Past Member of the Board of the Central Florida British American Chamber of Commerce
- Current Member of the Board of Dreamflight USA Charity
- Solivita resident since August 2004
- Member of the Solivita Racqueteers
- Married with two daughters and four grandchildren

RESOLUTION 2018-09

**A RESOLUTION OF THE POINCIANA COMMUNITY
DEVELOPMENT DISTRICT ELECTING
_____ AS ASSISTANT
SECRETARY OF THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Poinciana Community District desires to elect _____ as an Assistant Secretary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE POINCIANA COMMUNITY
DEVELOPMENT DISTRICT:**

1. _____ is elected Assistant Secretary of the Board of Supervisors.

Adopted this 21st day of March, 2018.

Secretary/ Assistant Secretary

Chairman/Vice Chairman

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, February 21, 2018 at 11:00 a.m. in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Robert Zimbardi	Chairman
Lita Epstein	Assistant Secretary
David Lane	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Eckert	District Counsel
Michael Dell'Isola	District Engineer
Brian Smith	Field Manager
Anthony Iorio	Avatar Properties
Residents	

The following is a summary of the discussions and actions taken at the February 21, 2018 Poinciana Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the January 17, 2018 Board of Supervisors Meeting, December 13, 2017 Joint Board of Supervisors Meeting and Acceptance of Minutes of the January 17, 2018 Audit Committee Meeting

Mr. Zimbardi presented the minutes of the January 17, 2018 Board of Supervisors meeting. There were no corrections.

On MOTION by Mr. Lane, seconded by Ms. Epstein, with all in favor, the Minutes of the January 17, 2018 Board of Supervisors Meeting, were approved, as presented.

Mr. Zimbardi presented the minutes of the December 13, 2017 Joint Board of Supervisors meeting and noted a correction, which would be incorporated.

On MOTION by Ms. Epstein, seconded by Mr. Lane, with all in favor, the Minutes of the December 13, 2017 Joint Board of Supervisors Meeting, were approved, as amended.

Mr. Zimbardi presented the minutes of the January 17, 2018 Audit Committee Meeting. There were no corrections.

On MOTION by Mr. Lane, seconded by Ms. Epstein, with all in favor, the Minutes of the January 17, 2018 Audit Committee Meeting, were accepted, as presented.

FIFTH ORDER OF BUSINESS

Review of RFQ Proposals and Selection of Firm to Provide District Engineering Services

Mr. Flint recalled that previously, the Board authorized staff to issue a request for qualifications (RFQ) for District engineering services, under the Consultants Competitive Negotiations Act (CCNA). GAI Consultants and Hanson, Walter & Associates submitted proposals. Mr. Flint instructed the Board on how to complete the ranking form. Mr. Eckert noted that both firms did not state they qualify as a “*Certified Minority Business Enterprise.*”

The Board ranked GAI Consultants 95 points and Hanson, Walter & Associates 89 points; therefore, GAI Consultants was selected as the most qualified.

On MOTION by Mr. Lane, seconded by Ms. Epstein, with all in favor of ranking GAI Consultants as the number one firm to provide District Engineering Services and Hanson, Walter & Associates number two, and authorizing Staff to negotiate a contract with GAI Consultants, Inc. to bring back for the Board's approval at the March meeting, was approved.

SIXTH ORDER OF BUSINESS

Ratification of Ninth Amendment to Asset Sale and Purchase Agreement with Avatar Properties, Inc.

Mr. Eckert explained that this agreement would extend the District's inspection period, which was done every 30 to 60 days, and provide more time for the District to evaluate the transaction. Since Ms. Epstein did not approve the initial agreement, she would vote no.

On MOTION by Mr. Zimbardi, seconded by Mr. Lane, with Mr. Zimbardi and Mr. Lane in favor, and Ms. Epstein against, the Ninth Amendment to Asset Sale and Purchase Agreement with Avatar Properties, Inc., was approved. (Motion Approved 2-1)

SEVENTH ORDER OF BUSINESS

Ratification of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2017

Mr. Flint presented an agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for Fiscal Year 2017, in a not-to-exceed amount of \$3,590, which was consistent with what the Board approved. The agreement included three years of pricing. The agreement was executed prior to the meeting due to the limited timeframe for commencement of the work.

On MOTION by Ms. Epstein, seconded by Mr. Lane, with all in favor, the execution of the Berger, Toombs, Elam, Gaines & Frank Agreement to Provide Auditing Services for Fiscal Year 2017, was ratified.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Attorney****i. Litigation Update**

Mr. Eckert stated that the parties completed the briefing in the Supreme Court appeal of the first Bond Validation case. The last brief was submitted this week and a decision was pending on whether or not the appeal would be heard; probably, within the next month or two.

The reconciliation for the Inframark billing to AV Homes was 99% complete and would be turned over to Mr. Flint. On a separate note, Mr. Eckert did not agree with Inframark's position on the monies it paid itself and was in contact with their attorney to get a resolution. He anticipated a resolution and was going to preserve the evidence to recover monies that should not have been paid.

B. Engineer**i. Presentation on Stormwater Management System Inspection**

Mr. Dell'Isola presented the Stormwater Management System Annual Inspection Report and a comparison from last year's annual inspection. He concentrated on the mitered end sections, which must be evaluated, separately.

Mr. Zimbardi's asked if there were any costs to the District associated with the repairs at this time and Mr. Dell'Isola noted that there were none currently. Mr. Smith elaborated that it was a good time to repair as many mitered end sections as possible because water levels were currently low and he would obtain a bid or cost summary. Mr. Smith suggested lining the sides with concrete and wrapping the rip rap rubble around them, which he would discuss with the District Engineer. Although it was not aesthetically pleasing, initially, it would fill in over time.

Mr. Lane was surprised about the number of issues, and wondered if anything could have done at the outset, because it was a sizeable expense. Mr. Dell'Isola noted that many mitered end situations were not unusual and suggested continual maintenance and spreading the repairs out over two to three years. Mr. Lane requested a ranking order. Mr. Zimbardi wanted to mitigate damages to the remaining 12 ponds. Mr. Dell'Isola stated that the mitered end sections on the new ponds did not have a flat top, but a pipe with an angle. Ms. Epstein asked if Ms. Kathy Leo should be involved. Mr. Dell'Isola stated that Ms. Leo was copied on all correspondence and reports and would be included in all discussions.

Mr. Zimbardi asked about the engineering transition. Mr. Eckert stated that the Board would consider the new Engineering Agreement at the March meeting. According to Mr. Dell'Isola, the current engineer was ready to turn over all documents to GAI, within a week of the next meeting, or by the latest April 1. Further discussion ensued regarding the mitered end sections.

Mr. Zimbardi asked if the pond designs had to be approved by the County. Mr. Dell'Isola stated that the Water Management District and local jurisdictions would review the ponds. Most of the ponds did not seem unusual, but two ponds against wetland areas had exposed mitered end sections. There must be additional investigation to determine the correct repair. The ponds must be pumped down for a period of time, but recommended waiting until next year.

Mr. Zimbardi stated that, according to Page 9, Pond A-21 was part of an interconnected system. Mr. Dell'Isola indicated that a number of ponds were interconnected and would confirm which ponds were interconnected through a revision. Mr. Zimbardi asked if there was a warranty on the ponds. Mr. Eckert stated that there may be a warranty with the purchase and there could be a warranty in the construction contract. The District could require that the warranty be assigned to the District if the District acquired the pond; however, the warranty is typically only for one year.

Mr. Dell'Isola referred to a pond on the southwest portion of the development, where a stormwater structure, between the wetland area and the lots, had erosion underneath the concrete. He recommended having an engineer or construction specialist determine if it could be filled with sod and fill material. Even though there was no cracking, Mr. Dell'Isola recommended proceeding with this repair. Discussion ensued. Mr. Smith recommended creating a priority list and getting acceptance from the prior and upcoming engineer on the proper way to repair the mitered end sections, in order to get pricing, with the least amount of impact to homes. The priority list and options would be provided at the next meeting.

C. District Manager

i. Action Items List

Mr. Flint presented the Action Items List.

ii. Approval of Check Register

Mr. Flint presented the financial statements through January 31st, which were prepared by Inframark.

On MOTION by Mr. Lane, seconded by Mr. Zimbardi, with all in favor, the January Check Register, with the exception of the Inframark invoices and payments, was approved.

iii. Balance Sheet and Income Statement

Mr. Flint presented the Unaudited Financial Statements through January 31st, which represented the first four months of 2018.

Mr. Zimbardi asked about the budget overages. Mr. Flint would present a variance report at the next meeting; however, there were mailed notices for additional public hearings. Mr. Zimbardi asked if the overages were addressed in the audit. Mr. Flint stated that there would be no finding or recommendation, unless the total fund exceeded the budget. Ms. Epstein felt that, through this year, there were instances that should be funded and voiced concern about further overages. Mr. Eckert was not aware of any further double billings and believed that this matter would be resolved by the next meeting or discussions for recovery would resume. Credits would be issued for Dissemination Agent Reports that were not timely filed. Mr. Zimbardi wanted to recoup the time being spent researching this matter by District Counsel. Mr. Eckert would include this as part of the final discussions. Mr. Flint confirmed that the Dissemination Agent Reports were up to date and on roll assessments were 93%.

On MOTION by Mr. Lane, seconded by Ms. Epstein, with all in favor, the Balance Sheet and Income Statement, subject to verification of the Inframark invoices, was approved.

D. Field Manager

i. Field Manager's Report

Mr. Smith presented the Field Manager's Report. The tunnels need pressure washing and cleaning. Next year, they will need to be painted, sealed and caulked. Since there were no water sources, tanks were needed. He may be able to tie into an irrigation system.

Mr. Zimbardi asked about seepage in the tunnels. Mr. Smith noted that the seepage was from groundwater and after repairs were made, it was much better; however, there was still some seepage. He would discuss with the District Engineer about installing underdrains, caulking or polyurethane underneath the concrete. To save on costs, maintenance crews from GMS could perform the work. Mr. Smith would provide a cost estimate.

Mr. Smith reported that a tree was removed and plant material around the pond would have tree rings, beds and mulch with budget funds. Ms. Epstein asked about mowing services. Mr. Smith felt that Floralawn was doing a good job, but they were not maintaining the beds or keeping stormwater structures clean and clear. Mr. Smith will monitor Floralawn to ensure that they were following the specifications.

ii. Customer Complaint Log

Mr. Smith presented the Customer Complaint Log. All homeowners were contacted, with the exception of one that was left a message, which Mr. Smith will follow up on.

iii. Clarke Environmental Aquatic Treatment Report

Mr. Smith presented the Clarke Environmental Aquatic Treatment Report. The ponds currently looked good, but algae should form after fertilizations occur in March and April.

Mr. Zimbardi stated that it looked like there was snow in the ponds. Mr. Smith stated that those were algae mats, which Clarke should control. Mr. Smith referred to a sinkhole that was caused from a pipe going from one pond to another. The pipe would be sealed and the area excavated, which is fairly inexpensive. Mr. Flint asked that the area be cornered off with caution tape.

Ms. Epstein commented that this report was much better than a year-and-a-half ago. Mr. Smith will speak to Clark about expanding their treatment.

iv. Clarke Environmental Midge Treatment Report

Mr. Smith presented the Clarke Environmental Midge Treatment Report.

v. Presentation on Pond Aeration Pilot System

Mr. Smith received a request for aeration in the ponds. Aeration puts bubbles of oxygen in the pond for algae control and helps with midge control by cutting down on the midge habitat. The first location for the aeration system was Pond E-3. It does not have to run for 24 hours, it is just intended to turn up the volume on the pond. The cost for the system itself was not expensive, but adding the electric could increase the cost significantly. A second option was a

solar system, which was self-contained and did not need power; however, it would only run with sunlight. The solar power would be screened with a Viburnum hedge.

Mr. Zimbardi asked about the cost comparison between the electrical and solar systems. Mr. Smith stated that the cost for the electrical system was \$17,000 for two half horsepower compressors, 12 diffusers, \$12,600 to run power from the north, and \$8,700 for power from the south, for a total of \$38,400. Solar would cost \$19,000 for three locations, with two compressors and double solar panels at each location. Both options included two year parts and labor warranties. Other options were fountains and fish stocking. Discussion ensued.

Mr. Dell’Isola spoke with Clarke about moving the aerator. They would consider keeping the price down, knowing the conflict with one location. Mr. Eckert asked who owned the land. Mr. Smith indicated that the District would own from the pond bank to the top of the slope. Mr. Dell’Isola will review the plats for potential locations. Ms. Epstein preferred a location on CDD property, far from the homes. Mr. Smith suggested the pond bank along the golf course, near tee boxes above the high-water line, if the CDD owned the pond bank. Mr. Dell’Isola stated that Staff would determine the locations. Mr. Flint suggested delegating the final decision of a location to a Board Member. Mr. Smith added that screening was an additional cost.

On MOTION by Ms. Epstein, seconded by Mr. Lane, with all in favor, rescinding the prior motion for aeration on Pond E-3.

On MOTION by Mr. Lane, seconded by Ms. Epstein, with all in favor, approving a not-to-exceed amount of \$25,000 for installing solar aerators at three locations on Pond E-3, was approved.

NINTH ORDER OF BUSINESS

Supervisor’s Requests

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Audience Comments

Ms. Bonnie Young, a resident, witnessed the golf course landscape company dumping grass clippings into the ponds. Mr. Iorio will speak to the Golf Course Superintendent to affirm the Board’s displeasure.

Ms. Patricia McCain, a resident, felt terrible about happened with Ms. Epstein.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Next Meeting Date – March 21, 2018

Mr. Zimbardi announced that the next meeting was on March 21, 2018.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Epstein, seconded by Mr. Lane, with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION VII

A

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2

Policy Regarding Prohibited Uses of Poinciana CDD Infrastructure

Poinciana Community Development District (the “District”) owns certain infrastructure consisting of the following for the sole purpose of water management and storm water attenuation:

- Ponds;
- Canals;
- Culverts; and
- Pond banks and landscaped buffer areas adjacent to such pond banks, as indicated on the relevant plats for the community.

The District also owns the “Bella Viana” and “Venezia” golf cart tunnels.

Any use of said infrastructure for a purpose other than its intended purpose is prohibited unless an additional use is specifically approved by the Board of Supervisors of the District (the “Board”). The only exception to this policy is for use by the District or its contractors and vendors that are authorized to be performing a maintenance function or undertaking work specifically approved by the Board.

The following additional uses have been SPECIFICALLY considered by the Board:

1. Boating on any pond, canal, or culvert for any purpose other than maintenance or repair - PROHIBITED.
2. Use of golf carts on any pond bank or adjacent landscape buffer, or on any District property that is otherwise adjacent to any pond bank, canal or culvert, for any purpose other than maintenance or repair - PROHIBITED.

Date of Adoption: May 20, 2015

Poinciana CDD
ACTION ITEMS

as of 3/14/2018

Item #	Meeting Assigned	Action Item	Assigned To	Date Due	Status	Comments
1	12/13/17	Status of Transition	Eckert		In Process	Final billing pending
2	1/17/18	Pond Aeration Systems	Smith		In Process	Solar powered system approved at 2/21/18 meeting. Equipment has been ordered. Location recommendations to be discussed at 3/21/18 Board meeting.
3	1/17/18	Storm Drain System Repairs	Smith		In Process	Inspection report presented at 2/21/18 meeting. Priority repairs and cost estimates to be discussed at 3/21/18 Board meeting.

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2

Poinciana Community Development District

Summary of Check Register

February 1, 2018 to February 28, 2018

Fund	Date	Check No.'s	Amount
General Fund	2/6/18	2600-2606	\$ 44,511.30
	2/16/18	2607-2608	\$ 18,740.23
	2/22/18	2609-2611	\$ 540.04
	2/24/18	2612	\$ 31,519.61
			\$ 95,311.18
Payroll	<u>January 2018</u>		
	David Lane	50001	\$ 184.70
	LeRue Stellfox	50002	\$ 184.70
	Lita Epstein	50003	\$ 184.70
	Robert Zimbardi	50004	\$ 184.70
			\$ 738.80
	<u>February 2018</u>		
	David Lane	50005	\$ 184.70
	Lita Epstein	50006	\$ 184.70
	Robert Zimbardi	50007	\$ 184.70
		\$ 554.10	
			\$ 96,604.08

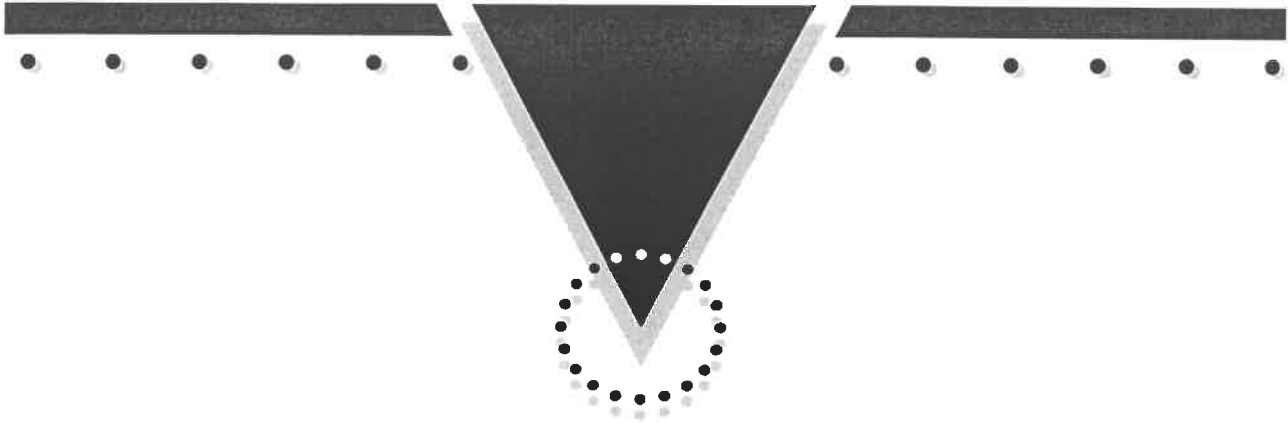
CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
2/06/18	00009	1/16/18	201801	320-53800-47000			AQUATIC SERVICES JAN18	*	8,166.66	8,166.66 002600
2/06/18	00011	2/01/18	6365097	201802 320-53800-47100			MOSQUITO MGMT SERV FEB18	*	11,750.00	11,750.00
2/06/18	00004	2/01/18	2389	201802 320-53800-46200			LAWN MAINTENANCE FEB18	*	11,970.42	11,970.00 002601
2/06/18	00010	1/16/18	6-058-04	201801 310-51300-42000			DELIVERY 01/08/18	*	11.26	11,970.42 002602
2/06/18	00001	1/02/18	1	201801 310-51300-34000			PRORATE MGMT FEES JAN18	*	739.73	11.26 002603
2/06/18	00001	1/02/18	1	201801 310-51300-35200			PRORATE WEBSITE ADMIN JAN	*	24.66	739.73
2/06/18	00001	1/02/18	1	201801 310-51300-31300			PRORATE DISS. FEE JAN18	*	82.19	24.66
2/06/18	00001	1/05/18	2	201801 320-53800-12000			PRORATE FIELD MGMT JAN18	*	164.38	82.19
2/06/18	00001	2/01/18	3	201802 310-51300-34000			MANAGEMENT FEE FEB18	*	3,750.00	164.38
2/06/18	00001	2/01/18	3	201802 310-51300-35200			INFORMATION TECH FEB18	*	125.00	3,750.00
2/06/18	00001	2/01/18	3	201802 310-51300-31300			DISSEMINATION FEE FEB18	*	416.67	125.00
2/06/18	00001	2/01/18	3	201802 310-51300-51000			OFFICE SUPPLIES	*	.15	416.67
2/06/18	00001	2/01/18	3	201802 310-51300-42000			POSTAGE	*	2.35	.15
2/06/18	00001	2/01/18	4	201802 320-53800-12000			COPIES	*	23.55	2.35
2/06/18	00002	1/25/18	98218	201712 310-51300-31500			GENERAL COUNSEL DEC17	*	833.33	23.55
2/06/18	00005	1/09/18	L060G0TB	201801 310-51300-48000			NOT.OF MTG/AUDIT COM. MTG	*		833.33
2/06/18	00005	1/09/18	L060G0TB	201801 310-51300-48000			THE LEDGER	*		
2/06/18	00005	1/09/18	L060G0TB	201801 310-51300-48000			HOPPING GREEN & SAMS	*		
2/06/18	00005	1/09/18	L060G0TB	201801 310-51300-48000			GOVERNMENTAL MANAGEMENT SERVICES-CF	*		
2/06/18	00005	1/09/18	L060G0TB	201801 310-51300-48000			POIN POIN CDD	*		
2/06/18	00005	1/09/18	L060G0TB	201801 310-51300-48000			TVISCARRA	*		

*** CHECK DATES 02/01/2018 - 02/28/2018 ***
 POINCIANA - GENERAL FUND
 BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
2/16/18	00009	2/15/18	201802	320	53800	47000	AQUATIC SERVICES FEB18	CLARKE AQUATIC SERVICES, INC.	*	8,166.66	8,166.66 002607
2/16/18	00002	1/25/18	201712	300	13100	10000	PROJ.CONSTRUCTION DEC17		*	434.00	
1/25/18	98220	201712	300	13100	10000	SALE-REC.FACILITIES DEC17			*	10,139.57	
2/22/18	00010	1/23/18	6-065	-60	201801	310	51300-42000	HOPPING GREEN & SAMS	*	234.23	10,573.57 002608
1/30/18	6-071	-60	201801	310	51300	42000	DELIVERY 01/12-01/16/18		*	19.13	
1/30/18	6-071	-60	201801	310	51300	42000	DELIVERY 01/11/18		*		
2/22/18	00005	2/12/18	L060G01C	201802	310	51300-48000	NOT.OF MEETING 02/21/18	FEDEX	*	257.84	253.36 002609
2/22/18	00010	2/06/18	6-079	-92	201801	310	51300-42000	THE LEDGER	*	28.84	257.84 002610
2/24/18	00013	2/23/18	02232018	201802	300	20700-10000	FY17 EXCESS/FY18 ASSESS	FEDEX	*	31,519.61	28.84 002611
								POINCIANA CDD C/O USBANK			31,519.61 002612

TOTAL FOR BANK A 95,311.18
 TOTAL FOR REGISTER 95,311.18

POIN POIN CDD TVISCARRA



Poinciana
Community Development District

Unaudited Financial Reporting

February 28, 2018



Poinciana
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
February 28, 2018

	General Fund	Debt Service Fund	Totals 2018
ASSETS:			
<u>CASH</u>			
OPERATING ACCOUNT - SUNTRUST	\$611,202	---	\$611,202
MONEY MARKET ACCOUNT	\$52,002	---	\$52,002
CERTIFICATE OF DEPOSIT	\$107,731	---	\$107,731
<u>INVESTMENTS</u>			
SERIES 2012A-1 & A-2			
RESERVE A-1	---	\$535,748	\$535,748
RESERVE A-2	---	\$322,618	\$322,618
REVENUE	---	\$1,591,450	\$1,591,450
REDEMPTION A-1	---	\$4,720	\$4,720
REDEMPTION A-2	---	\$23,545	\$23,545
DUE FROM DEVELOPER	\$122,487	---	\$122,487
TOTAL ASSETS	\$893,424	\$2,478,081	\$3,371,505
LIABILITIES:			
ACCOUNTS PAYABLE	\$94,250	---	\$94,250
FUND EQUITY:			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE 2012A-1 & A-2	---	\$2,478,081	\$2,478,081
OPERATING RESERVE	\$155,224	---	\$155,224
UNASSIGNED	\$643,949	---	\$643,949
TOTAL LIABILITIES & FUND EQUITY	\$893,424	\$2,478,081	\$3,371,505

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3	<u>Debt Service Income Statement</u>
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Poinciana

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending February 28, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
REVENUES:				
ASSESSMENTS - TAX COLLECTOR	\$462,128	\$432,242	\$432,242	\$0
ASSESSMENTS - DIRECT BILLED	\$71,073	\$53,305	\$35,537	(\$17,768)
ASSESSMENTS - DEVELOPER	\$84,960	\$84,960	\$84,960	\$0
INTEREST	\$3,500	\$1,458	\$1,019	(\$439)
TOTAL REVENUES	\$621,661	\$571,966	\$553,758	(\$18,208)
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISOR FEES	\$12,000	\$5,000	\$6,600	(\$1,600)
FICA EXPENSE	\$918	\$383	\$505	(\$122)
ENGINEERING	\$18,000	\$7,500	\$6,084	\$1,416
ATTORNEY	\$30,000	\$12,500	\$25,709	(\$13,209)
ARBITRAGE	\$600	\$0	\$0	\$0
DISSEMINATION	\$5,000	\$5,000	\$5,499	(\$499)
ANNUAL AUDIT	\$4,250	\$0	\$0	\$0
TRUSTEE FEES	\$7,000	\$3,391	\$3,391	\$0
ASSESSMENT ADMINISTRATION	\$11,365	\$11,365	\$11,365	\$0
ASSESSMENT COLLECTION COST	\$9,628	\$0	\$0	\$0
MANAGEMENT FEES	\$55,341	\$23,059	\$18,325	\$4,734
INFORMATION TECHNOLOGY	\$16	\$7	\$150	(\$143)
POSTAGE	\$1,200	\$500	\$3,881	(\$3,381)
PRINTING & BINDING	\$2,700	\$1,125	\$1,874	(\$749)
INSURANCE	\$15,447	\$15,447	\$14,151	\$1,296
LEGAL ADVERTISING	\$2,000	\$833	\$7,713	(\$6,880)
OTHER CURRENT CHARGES	\$0	\$0	\$70	(\$70)
OFFICE SUPPLIES	\$300	\$125	\$127	(\$2)
PROPERTY APPRAISER	\$9,628	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$200	(\$25)
FIELD:				
FIELD MANAGEMENT	\$14,000	\$5,833	\$4,498	\$1,336
ELECTRIC	\$1,500	\$625	\$750	(\$125)
LANDSCAPE MAINTENANCE	\$143,645	\$59,852	\$59,852	(\$0)
AQUATIC CONTROL MAINTENANCE	\$98,000	\$40,833	\$40,833	\$0
AQUATIC MIDGE MANAGEMENT	\$152,800	\$63,667	\$58,750	\$4,917
R&M DRAINAGE	\$3,000	\$1,250	\$0	\$1,250
R&M MULCH	\$4,500	\$1,875	\$0	\$1,875
R&M PLANT REPLACEMENT	\$4,060	\$1,691	\$0	\$1,691
CONTINGENCY	\$14,589	\$6,079	\$1,748	\$4,330
TOTAL EXPENDITURES	\$621,661	\$268,114	\$272,074	(\$3,960)
EXCESS REVENUES (EXPENDITURES)	\$0		\$281,684	
FUND BALANCE - BEGINNING	\$0		\$362,265	
FUND BALANCE - ENDING	\$0		\$643,949	

Poinciana

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2012A-1 & A-2

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending February 28, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
REVENUES:				
ASSESSMENTS - TAX COLLECTOR	\$1,362,219	\$1,274,412	\$1,274,412	\$0
ASSESSMENTS - DIRECT BILLED	\$382,908	\$287,181	\$191,454	(\$95,727)
INTEREST	\$500	\$208	\$1,173	\$965
TOTAL REVENUES	\$1,745,627	\$1,561,802	\$1,467,040	(\$94,762)
EXPENDITURES:				
ADMINISTRATIVE				
PROPERTY APPRAISER	\$28,380	\$0	\$0	\$0
ASSESSMENT COLLECTION COSTS	\$28,380	\$0	\$0	\$0
SERIES 2012A-1				
INTEREST - 11/1	\$218,550	\$218,550	\$218,550	\$0
PRINCIPAL - 11/1	\$580,000	\$0	\$0	\$0
INTEREST - 05/1	\$218,550	\$0	\$0	\$0
SERIES 2012A-2				
INTEREST - 11/1	\$168,781	\$168,781	\$168,781	\$0
PRINCIPAL - 11/1	\$270,000	\$0	\$0	\$0
INTEREST - 05/1	\$168,781	\$0	\$0	\$0
TOTAL EXPENDITURES	\$1,681,423	\$387,331	\$387,331	\$0
EXCESS REVENUES (EXPENDITURES)	\$64,205		\$1,079,708	
FUND BALANCE - BEGINNING	\$1,572,963		\$1,398,373	
FUND BALANCE - ENDING	\$1,637,168		\$2,478,081	

**Poinciana
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX COLLECTOR	\$3	\$37,172	\$863,081	\$22,331	\$9,655	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$432,242
ASSESSMENTS - DIRECT BILLED	\$35,537	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,537
ASSESSMENTS - DEVELOPER	\$84,960	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$84,960
INTEREST	\$111	\$123	\$289	\$326	\$170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,019
TOTAL REVENUES	\$120,611	\$37,295	\$863,370	\$22,657	\$9,825	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$553,758

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$2,000	\$800	\$1,600	\$800	\$1,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,600
FICA EXPENSE	\$153	\$61	\$122	\$61	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$505
ENGINEERING	\$1,225	\$2,322	\$4,315	\$0	\$221	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,084
ATTORNEY	\$3,720	\$7,469	\$6,104	\$8,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,709
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$0	\$5,000	\$0	\$82	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,499
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$3,391	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,391
ASSESSMENT ADMINISTRATION	\$0	\$0	\$11,365	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,365
ASSESSMENT COLLECTION COST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$4,612	\$4,612	\$4,612	\$740	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,325
INFORMATION TECHNOLOGY	\$0	\$0	\$0	\$25	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
POSTAGE	\$119	\$109	\$3,356	\$293	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,881
PRINTING & BINDING	\$69	\$1,105	\$677	\$0	\$24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,874
INSURANCE	\$14,151	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,151
LEGAL ADVERTISING	\$590	\$5,699	\$432	\$735	\$258	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,713
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$70	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70
OFFICE SUPPLIES	\$0	\$88	\$39	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$127
PROPERTY APPRAISER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
FIELD:													
FIELD MANAGEMENT	\$1,167	\$1,167	\$1,167	\$164	\$833	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,498
ELECTRIC	\$133	\$166	\$146	\$144	\$161	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$750
LANDSCAPE MAINTENANCE	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,852
AQUATIC CONTROL MAINTENANCE	\$8,167	\$8,167	\$8,167	\$8,167	\$8,167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,833
AQUATIC MIDGE MANAGEMENT	\$11,750	\$11,750	\$11,750	\$11,750	\$11,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,750
R&M DRAINAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R&M MULCH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R&M PLANT REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$248	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,748
TOTAL EXPENDITURES	\$63,217	\$60,733	\$64,021	\$43,348	\$40,755	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$272,074

EXCESS REVENUES/(EXPENDITURES)	\$57,393	(\$23,438)	\$299,349	(\$20,690)	(\$30,930)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$281,684
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Poinciana Community Development District



March 14, 2018

Brian Smith - Field Services Manager

GMS

Poinciana
Community Development District

Field Management Report

March 14, 2018

To: George Flint
District Manager

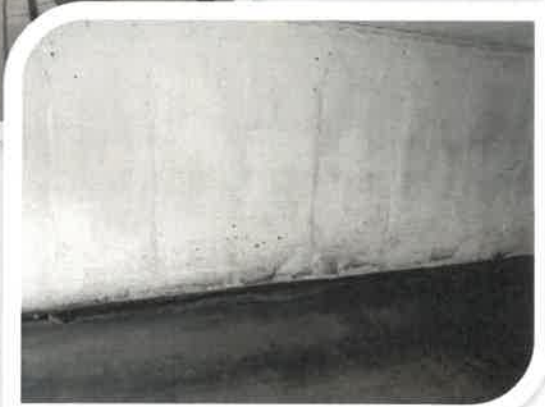
From: Brian Smith
Field Services Manager

RE: Poinciana CDD – March 14,2018

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

Completed Items

Stonegate Tunnel



- + Cleaning of tunnel will be completed by week of 3/16/18.
- + Tunnel will need painted during the next budget season.

Venezia Tunnel

- + Cleaning of tunnel will be completed by week of 3/23/18.
- + Tunnel will need painted during the next budget season.



Completed Items

Dead Oak Tree Removal

- ✚ Removal of dead oak tree behind 232 Sorrento Rd. has been completed.



Storm System Repairs

- ✚ Underground washout has been sectioned off until further repairs can be performed.



Completed Items

Aquatic Weed Control



- ✚ Improvements to pond maintenance using aquatic weed chemicals and hand removal has begun.
- ✚ Contractor performance is satisfactory.
- ✚ Excessive algae was removed.



Pending Items

Pond Bank Maintenance

- ✚ Create and mulch tree rings on all Poinciana CDD pond banks.
- ✚ This work will be completed over the next 6 months as budget permits.
- ✚ Improve pond mowing and pond bank maintenance.



Storm System Repairs/Maintenance



- ✚ Clean and maintain all PCDD pond outfall weirs.
- ✚ Perform additional repairs to storm water systems and structures

Pending Items

Pond Aeration



- ✚ Install Solar aeration in pond for midge control and general healthier pond.

Pond Outfall Structures

- ✚ Improve maintenance and debris removal from all outfall structures.



Pending Items

Under Construction Ponds

- Additional retention ponds pending construction at this time.
- Ponds will be given over to CDD at a later date.



Pond Landscape Maintenance



- Clearing the back of pond C-14 for maintenance access.

Contractor Reports



PCDD Monthly Treatment Report

Date between : 2/1/2018 and 2/28/2018

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

D-5	2/6/18	Clean
D-6	2/6/18	Clean
D-7	2/6/18	Clean
D-8	2/6/18	Clean
D-9	2/7/18	Clean
E-1	2/21/18	Clean
E-11	2/6/18	Clean
E-15	2/6/18	Clean
E-18	2/6/18	Clean
E-19	2/6/18	Clean
E-2	2/21/18	Clean
E-21	2/6/18	Clean
E-3	2/21/18	Clean
E-31	2/6/18	Clean
E-5	2/6/18	Clean
E-6	2/6/18	Clean
E-8	2/6/18	Clean
F-7	2/7/18	Clean



Poinciana Community Development District
Monthly Midge Treatment Report
February 1, 2018- February 28, 2018

Night Truck Spray

- 0 Miles were sprayed

ATV ULV Spray

- 17.8 Miles were sprayed

Backpack Pellet Larvicide

- 21.88 Acres were treated

Boat Larvicide Treatments

- 64.1 Acres were treated

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-451-4047, or by email at brsmith@gmscf.com. Thank you.

Respectfully,
Brian Smith

Customer Complaint Log Poinciana CDD

Date	Resident	Address	Phone #	Complaint	Assigned To	Resolution	Date Resolved
2/13/18	Paul Marquez	849 Glendora Rd	241-483-1201	Tree stump behind house	Brian Smith	Flora Lawn To remove stump on homeowners property	2/13/18
2/1/18	Jack Ragsdale	201 Torino lane	830-370-1176	Pond Not Maintained	Brian Smith	Pond not a CDD pond	2/1/18
1/12/18	Rudy Bautista	232 Sorrento Rd		Remove Dead Oak tree	Brian Smith	Complete	2/14/18
2/14/18	Geraldine Bernardi	156 Rialto Road	863-313-3799	Spraying on property, getting into lanai	Brian Smith	Contact HOA	2/22/18
2/14/18	Carolyn Ziesman	507 Viterra Court	863-427-9484	Midge control behind house	Brian Smith	Spoke to homeowner, contractor sprayed for midges	3/14/18
2/23/18	Johanna Cummins	747 Glendora Rd	631-487-0230	Pond spraying from boat onto lanai	Brian Smith	Called and left message	3/14/18
3/2/18	Rosamarie Ellett	112 Prima Drive	863-427-4914	Pond level low	Brian Smith	Called and left message	3/2/18
3/8/18	Sharon Morin	377 Acadia Drive	407-989-8228	Vegetation on pond surface	Brian Smith	Called and spoke to homeowner, contractor sprayed aquatics	3/14/18

*This item is included in the Field
Manager's Report*

*This item is included in the Field
Manager's Report*