

*Poinciana*  
*Community Development District*

*Agenda Package*

*August 21, 2019*

# AGENDA

# *Poinciana*

## *Community Development District*

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

August 14, 2019

**Board of Supervisors  
Poinciana Community  
Development District**

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet **Wednesday, August 21, 2019 at 11:00 AM at the Starlite Ballroom, 384 Village Drive, Poinciana, FL.** 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 June 19, 2019 Meeting
5. Consideration of Proposal from Clarke Environmental to Provide Additional Aquatic Midge Control Services
6. Ratification of Pond Repair Agreement with All Terrain Tractor Service, Inc.
7. Ratification of Erosion Repair Agreement with Lake & Wetland Management Orlando, Inc.
8. Consideration of Resolution 2019-11 Adopting Revised Master Assessment Methodology
9. Public Hearing
  - A. Consideration of Resolution 2019-12 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations
  - B. Consideration of Resolution 2019-13 Imposing Special Assessments and Certifying an Assessment Roll
10. Staff Reports
  - A. Attorney
    - i. Ratification of Motion for Substitution of Counsel
  - B. Engineer
  - C. District Manager
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Approval of Fiscal Year 2020 Meeting Schedule
  - D. Field Manager
    - i. Field Manager's Report
    - ii. Customer Complaint Log
11. Supervisor's Requests
12. Other Business
13. General Audience Comments
14. Next Meeting Date – September 18, 2019
15. 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 June 19, 2019 meeting. The minutes are enclosed for your review.

The fifth order of business is the discussion and consideration of proposal from Clarke Environmental to provide additional aquatic midge control services. The proposal is enclosed for your review.

The sixth order of business is the ratification of the pond repair agreement with All Terrain Tractor Service, Inc. A copy of the agreement is enclosed for your review.

The seventh order of business is the ratification of the erosion repair agreement with Lake & Wetland Management Orlando, Inc. A copy of the agreement is enclosed for your review.

The eighth order of business is the consideration of Resolution 2019-11 adopting an amended assessment methodology. A copy of the Resolution and methodology will be provided under separate cover.

The ninth order of business opens the public hearing for the Fiscal Year 2020 budget and assessments. Section A is the consideration of Resolution 2019-12 adopting the Fiscal Year 2020 budget and relating to the annual appropriations. A copy of the Resolution and proposed budget are enclosed for your review. Section B is the consideration of Resolution 2019-13 imposing special assessments and certifying an assessment roll. A copy of the Resolution is enclosed for your review and a copy of the assessment roll will be available at the meeting for review.

The tenth order of business is Staff Reports. Section A is the Attorney's Report. Sub-Section 1 includes a copy of the Motion for Substitution of Counsel for your review. 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. Sub-Section 3 is the approval of the Fiscal Year 2020 meeting schedule. A sample meeting notice is enclosed 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,

A handwritten signature in blue ink, appearing to read "G. S. Flint".

George S. Flint  
District Manager

CC: Jan A. Carpenter, District Counsel  
Kathleen Leo, District Engineer  
Clayton Smith, 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, June 19, 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
Kathy Leo	District Engineer
Clayton Smith	Field Manager
Clarke Representative	
Residents	

*The following is a summary of the discussions and actions taken at the June 19, 2019 Poinciana Community Development District's Board of Supervisors Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Public Comment Period on Agenda Items**

Ms. Epstein asked for any public comments. There being no other comments, the public comment period was closed.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the May 15, 2019**

Ms. Epstein presented the minutes of the May 15, 2019 meeting and asked for any changes, comments, or deletions.

Ms. Carpenter advised on page two the word “plot” should be “plat” and gave a couple changes to Mr. Flint to incorporate into the final minutes.

Ms. Epstein clarified the sentence on page five, which should be, “I did not feel comfortable making a decision on a settlement of \$35,000 without the full Board present.”

On MOTION by Mr. Reed seconded by Mr. Zimbardi with all in favor, the minutes of the May 15, 2019 meeting were approved, as amended.

**FIFTH ORDER OF BUSINESS**

**Review and Acceptance of Draft Fiscal Year 2018 Audit Report**

Mr. Flint discussed the draft Fiscal Year 2018 Audit Report. The report needs to be sent to the State of Florida by June 30<sup>th</sup> of each year. There were no current year or prior year findings or recommendations. They have concluded that we have complied with all of the provisions of the Auditor General of the State of Florida. It is a clean audit.

On MOTION by Mr. Reed seconded by Mr. Luddy all in favor the Draft Fiscal Year 2018 Audit Report was accepted.

**SIXTH ORDER OF BUSINESS**

**Consideration of Renewed Offer of Settlement of Motion to Tax Costs**

Ms. Carpenter discussed the background information for the case. They have sent in a new offer of \$54,146.66 and they are looking at 70% under the interlocal agreement, which is \$38,178.81. It may be smart for the Board to wait until we get the discovery. You can turn this down and see what the actual invoices are first.

On MOTION by Mr. Lambrides seconded by Mr. Reed with all in favor, to turn down the renewed offer of settlement of Motion to Tax Costs, was approved.

On MOTION by Mr. Lambrides seconded by Mr. Luddy with all in favor, to not consider any settlement until discovery responses are received was approved.

**SEVENTH ORDER OF BUSINESS****Consideration of Proposal from Clarke Environmental to Provide Additional Aquatic Midge Control Services**

Mr. Smith presented the proposal from Clarke Environmental to provide aquatic midge control services on pond B5 for a cost of \$600 per month. He advised that there is currently no midge treatment on pond B5. A resident complained on the customer complaint log about the midges. Clarke Environmental came out and did two courtesy treatments about two weeks apart. No other complaints have been made since the treatments. Mr. Zimbardi believes the condition of the pond is the reason why the midges are there. Staff will first verify whether pond B5 is a CDD pond or not and whether a quit claim deed was received for it or not. A representative from Clarke Environmental advised the pond is on the aquatic weed contract but not the midge contract. The representative and Tony will take a closer look at the midge problem with this pond and this item will be brought back for discussion at the next Board meeting.

**EIGHTH ORDER OF BUSINESS****Discussion of Proposed Fiscal Year 2020 Budget**

The proposed Fiscal Year 2020 budget was discussed at the last meeting, but it was put back on the agenda in case anyone had additional questions, comments or concerns. Mr. Flint revised the budget since the last meeting and emailed it to everyone. An adjustment was made to eliminate the Developer subsidy and to remove any carry forward surplus and adding anticipated expenses in regard to the 10 additional ponds. The current assessment is \$151.18 but because of the adjustments being made, there would be an increase of \$32.86. There was a lot of discussion about establishing a capital reserve fund to start saving for future capital replacements. Mr. Flint will get a quote from Florida Insurance Alliance for public risk insurance. The narrative section for District Counsel should be amended to reflect the new firm. Engineering fees were discussed. The District Manager recommended amending the proposed budget to incorporate the changes discussed. A mailed notice will be sent to all residents, along with a separate letter explaining the changes being proposed in the budget.

On MOTION by Mr. Zimbardi seconded by Mr. Reed with all in favor to Resolution 2019-10 Amending the Proposed Budget for Fiscal Year 2020 was approved.

**NINTH ORDER OF BUSINESS****Staff Reports**

**A. Attorney**

Ms. Carpenter discussed the settlement of the funding agreement. At the last meeting the Board agreed to pay the cost through which is December 31, 2018. Documentation was sent to them supporting those costs and changes were received back from them. They have agreed to pay the costs and they have also agreed to pay the construction costs. GMS will provide an updated invoice to them.

**B. Engineer**

Ms. Leo discussed a follow up about the plat from the last meeting. There were a couple of errors in it where the tract ownership was not appropriate. Those corrections were made, and the Chair signed off on the plat.

**C. District Manager****i. Approval of Check Register**

Mr. Flint presented the Check Register from May 8<sup>th</sup> through June 11<sup>th</sup> in the amount of \$48,150.53. The Board had no questions.

On MOTION by Mr. Zimbardi seconded by Mr. Reed with all in favor the check register, was approved.

**ii. Balance Sheet and Income Statement**

Mr. Flint presented the unaudited financial statements through May 31, 2019. The Board had no questions. Mr. Zimbardi asked about the difference between landscape maintenance and repairs and maintenance plant replacement. Mr. Flint explained the landscape maintenance line item is for a contract with a specified scope with a vendor but in addition to that, if we choose to do any plant replacement, we budget that under a separate line item. Mr. Zimbardi asked if the \$143,000 line item was the same amount as last year. Mr. Flint advised there is \$155,000 in the budget for next year.

On MOTION by Mr. Luddy seconded by Mr. Reed with all in favor, the balance sheet and income statement, was accepted.

**D. Field Manager****i. Field Manager's Report**

Mr. Smith gave a brief report to the Board. There was discussion on why the fuses keep blowing. Clayton will get with the manufacturer on the issue.

**ii. Customer Complaint Log**

Mr. Smith discussed the customer complaint log. There were a couple of algae complaints, but they have been addressed.

**TENTH ORDER OF BUSINESS**

**Supervisor's Requests**

Mr. Zimbardi suggested having a blog on the District's website. Mr. Flint advised that because of ADA guidelines on the websites, that cannot be done. Ms. Carpenter explained the District would run into Sunshine Law issues, a lot of maintenance and expense. Staff will look into adding an email address link next to the announcement of the next meeting for people that may have comments or concerns.

Mr. Reed suggested Taylor Morrison attend the Board meetings and make presentations on what they are asking the Board to approve. Mr. Flint sent an email to Taylor Morrison about someone attending the meetings and they agreed they would attend but a follow up will be done to see why a representative didn't attend.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TWELTH ORDER OF BUSINESS**

**General Audience Comments**

Ms. Ott (377 Acadia Drive) expressed concern about the algae in the pond by her house. The Board clarified for a homeowner that CDD meeting dates are announced on the District's website. Homeowners should also be receiving email notifications of the Board meetings.

**THIRTEENTH ORDER OF BUSINESS**

**Next Meeting Date – July 17, 2019**

The next meeting is scheduled to be held on July 17, 2019 at 11:00 a.m.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Reed seconded by Mr. Zimbardi with all in favor the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman



## SECTION V

Clayton,

The price for midge control on pond B-5 is as follows:

**\$600 per month.**

Please contact me with any questions. Thanks!

Pete

**Pete Deglomine**

*Control Consultant*



Mobile: 407-509-1004

[pdegloimine@clarke.com](mailto:pdegloimine@clarke.com)

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## SECTION VI

**POND REPAIR AGREEMENT**  
**(POINCIANA CDD)**

**THIS POND REPAIR AGREEMENT** ("Agreement") is made and enter into effective as of the 18<sup>th</sup> day of May, 2019 (the "Effective Date"), between the **POINCIANA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services – CFL, LLC, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801, and **ALL TERRAIN TRACTOR SERVICE, INC.**, a Florida corporation (hereinafter referred to as "Contractor"), whose address is 949 Shadick Drive, Orange City, Florida 32763

**W I T N E S S E T H:**

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. **DEFINITIONS.**

(a) **Agreement.** The Agreement consists of this Pond Repair Agreement and All Terrain Tractor Service, Inc.'s Proposal. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14.

(b) **Services.** The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit 1, the removal and replacement in accordance with the Proposal in Exhibit 1 and all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. **SCOPE OF WORK.**

(a) A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows: Installation as described in Exhibit 1, attached hereto and incorporated herein by reference.

(b) The following List of Exhibits, all of which are attached hereto and incorporated herein, is applicable to the Services:

- i. Exhibit 1, Proposal

3. **COMMENCEMENT OF SERVICES.** Contractor shall commence its Services immediately upon receipt of a Notice to Proceed sent by the District Manager, as defined below, and shall perform the same in accordance with any schedules set forth in the Agreement.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – CFL, LLC, whose mailing address is 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District; provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION AND PAYMENTS.

(a) The District agrees to pay Contractor for the Services, as set forth herein and in Exhibit 1. All payments by the District to Contractor shall be subject to review, and approval by the District, including, but not limited to the District Engineer.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2. Should this occur, a revised Scope of Work will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this

Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.

7. EMPLOYEES: INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or

requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

#### 9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

#### 10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services – CFL, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

- (b) Keep and maintain public records required by District to perform services.
- (c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
- (d) 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 Contractor does not transfer the records to the Public Records Custodian of the District; and
- (e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

**IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 407-841-5524, OR BY EMAIL AT [GFLINT@GMSCFL.COM](mailto:GFLINT@GMSCFL.COM) OR BY REGULAR MAIL AT 135 W. CENTRAL BOULEVARDS, SUITE 320, ORLANDO, FLORIDA 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.**

**11. INSURANCE.**

- (a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:
  - (i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
  - (ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence; and
  - (iii) Employers liability, with a minimum coverage level of \$1,000,000.



(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in

connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

#### 16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition,

without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. TERM. The term of this Agreement commences on the Effective Date and shall proceed until the completion of the Services in accordance with the Proposal Summary, as determined by the sole reasonable satisfaction of the District which shall be evidenced by the written approval of the District.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: POINCIANA COMMUNITY DEVELOPMENT  
DISTRICT  
135 W. Central Boulevard, Suite 320  
Orlando, Florida 32801  
Attn: George Flint, District Manager

Copy to: LATHAM, SHUKER, EDEN & BEAUDINE  
111 N. Magnolia Ave, Suite 1400  
Orlando, FL 32801  
Attn: Andrew d'Adesky, District Counsel

If to Contractor: ALL TERRAIN TRACTOR SERVICE, INC.  
949 Shadick Drive  
Orange City , Florida  
Attn: John Masiarczyk

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**SIGNATURE PAGE TO  
POND REPAIR AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

**WITNESSES:**

Print: \_\_\_\_\_

JAN CARPENTER

Print: \_\_\_\_\_

**DISTRICT:**

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT**

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

Name: Lois Byrd

Chairman /Vice-Chair, Board of Supervisors

**CONTRACTOR:**

**ALL TERRAIN TRACTOR SERVICE,  
INC., a Florida corporation**

**WITNESSES:**

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

Print: \_\_\_\_\_

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

**SIGNATURE PAGE TO  
POND REPAIR AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

**DISTRICT:**

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT**

**WITNESSES:**

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

Chairman /Vice-Chair, Board of Supervisors

**CONTRACTOR:**

**ALL TERRAIN TRACTOR SERVICE,  
INC., a Florida corporation**

**WITNESSES:**

Melissa R. Joseph  
Print: Melissa R Tompkins

Nicole Noble  
Print: Nicole Noble

By: [Signature]  
Print: John MacLarczyk

Title: Director of Operations

**EXHIBIT 1**

**PROPOSAL**

*[ATTACHED]*





949 Shadick Dr.  
Orange City, FL 32763  
P: (386) 218-6969 F: (386) 218-6970  
www.allterraintractorservice.com

## REVISED PROPOSAL

Project Name:	Solivita
Project Phase:	Pond Repairs - Engineers Report Summary 12/12/18
Job Number:	

Project Address:  
City, State, Zip: Poinciana, FL  
Proposal Date: Thursday, May 23, 2019  
Proposal price good for 30 days from  
the date of this proposal.

Prepared for: GMS

Address:

City, State, Zip:

Contact: Clayton Smith

Phone:

Cell: 407-913-2960

Email: Csmith@gmsfl.com

### Scope of Work

- Supply Labor, equipment and materials to make repairs per report Given: Engineers Summary Report Dated 12/12/2018 . 5/24/19 - Deleted: Pond E-31 Erosion Control and Pond D-2 Repair Pond Slopes DUE TO ON HOLD

### Qualifications & Exclusions

- There are no bonds included in this proposal. If any are required, they will be at an additional cost.
- There is no handling of contaminated, hazardous, or unsuitable materials included in this proposal. If any is required, it will be at an additional cost.
- There are no permits included in this proposal. If any are required, they will be at an additional cost.
- Proposal price is based on the assumption that this project will require red-lined as-builts only. If certified as-builts are required, they will be at an additional cost.
- There is no testing included in this proposal. If any is required, it will be at an additional cost.
- Any electrical, power, gas, CATV, telephone, utilities relocated or removed by others.
- Any electrical work associated with site work scope is by others.

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
Mobilization	1	LS	\$2,500.00	\$2,500.00
POND D-6 Fill Void around and under wier using nonexcavable flowable fill				
Flowable Fill	30	CY	\$154.00	\$4,620.00
Concrete Pump	1	LS	\$1,500.00	\$1,500.00
labor	20	HRS	\$38.50	\$770.00
R & R 6" Sidewalk	75	SF	\$9.50	\$712.50
Bahia Sod	400	SF	\$0.55	\$220.00
POND B-3 Back Fill MES				
Fill	18	CY	\$10.75	\$193.50
Skidsteer	4	HRS	\$95.00	\$380.00
Labor	8	HRS	\$38.50	\$308.00
Bahia Sod	800	SF	\$0.55	\$440.00
R & R Sidewalk	120	SF	\$9.50	\$1,140.00
Clean Out MES	1	LS	\$350.00	\$350.00
POND D-4 Repair Wier				
6" Pump	1	LS	\$3,250.00	\$3,250.00
Pipe Plugs	2	EA	\$1,850.00	\$3,700.00
Mini Excavator	20	HRS	\$115.00	\$2,300.00
Concrete 3000psi	30	CY	\$160.00	\$4,800.00
Concrete Pump	1	LS	\$1,500.00	\$1,500.00
labor	120	HRS	\$38.50	\$4,620.00
Bahia Sod	4,000	SF	\$0.55	\$2,200.00
Skimmer	1	LS	\$7,340.00	\$7,340.00

Proposed Total				\$42,844.00

**John Masiarczyk**

All Terrain Tractor Service, Inc.

**Clayton Smith**

GMS

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Authorized Signature                      Date

Price is subject to change, pending receipt of 'Final Construction Drawings'.

## SECTION VII

**EROSION REPAIR AGREEMENT**  
**(POINCIANA CDD)**

**THIS EROSION REPAIR AGREEMENT** ("Agreement") is made and enter into effective as of the 18 day of May, 2019 (the "Effective Date"), between the **POINCIANA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services – CFL, LLC, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801, and **LAKE & WETLAND MANAGEMENT ORLANDO, INC.**, a Florida corporation (hereinafter referred to as "Contractor"), whose address is 815 Sawdust Trail, Kissimmee, FL 34744.

**WITNESSETH:**

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. **DEFINITIONS.**

(a) **Agreement.** The Agreement consists of this Erosion Repair Agreement and Lake & Wetland Management, Inc.'s Proposal. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14.

(b) **Services.** The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit 1, the removal and replacement in accordance with the Proposal in Exhibit 1 and all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. **SCOPE OF WORK.**

(a) A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows: Installation as described in Exhibit 1, attached hereto and incorporated herein by reference.

(b) The following List of Exhibits, all of which are attached hereto and incorporated herein, is applicable to the Services:

- i. Exhibit 1, Proposal

3. **COMMENCEMENT OF SERVICES.** Contractor shall commence its Services immediately upon receipt of a Notice to Proceed sent by the District Manager, as defined below, and shall perform the same in accordance with any schedules set forth in the Agreement.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – CFL, LLC, whose mailing address is 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District; provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION AND PAYMENTS.

(a) The District agrees to pay Contractor for the Services, as set forth herein and in Exhibit 1. All payments by the District to Contractor shall be subject to review, and approval by the District, including, but not limited to the District Engineer.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2. Should this occur, a revised Scope of Work will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this

Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.

**7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.**

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

**8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.**

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or



requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

#### 9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

#### 10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services – CFL, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

- (b) Keep and maintain public records required by District to perform services.
- (c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
- (d) 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 Contractor does not transfer the records to the Public Records Custodian of the District; and
- (e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

**IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 407-841-5524, OR BY EMAIL AT [GFLINT@GMSOFL.COM](mailto:GFLINT@GMSOFL.COM) OR BY REGULAR MAIL AT 135 W. CENTRAL BOULEVARDS, SUITE 320, ORLANDO, FLORIDA 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.**

#### **11. INSURANCE.**

- (a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:
  - (i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and
  - (ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence; and
  - (iii) Employers liability, with a minimum coverage level of \$1,000,000.



(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in

connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

## 16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition,

without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. TERM. The term of this Agreement commences on the Effective Date and shall proceed until the completion of the Services in accordance with the Proposal Summary, as determined by the sole reasonable satisfaction of the District which shall be evidenced by the written approval of the District.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: POINCIANA COMMUNITY DEVELOPMENT  
DISTRICT  
135 W. Central Boulevard, Suite 320  
Orlando, Florida 32801  
Attn: George Flint, District Manager

Copy to: LATHAM, SHUKER, EDEN & BEAUDINE  
111 N. Magnolia Ave, Suite 1400  
Orlando, FL 32801  
Attn: Andrew d'Adesky, District Counsel

If to Contractor: LAKE & WETLAND MANAGEMENT  
ORLANDO, INC.  
5301 N. Federal Highway Suite 204  
Boca Raton, Florida 33487  
Attn: Charles Lacroix

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. **ATTORNEYS' FEES.** If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. **SEVERABILITY.** In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. **NO WAIVER.** No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**


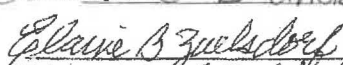
**SIGNATURE PAGE TO  
EROSION REPAIR AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the day and year first above written.

**DISTRICT:**

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT**

**WITNESSES:**

  
Print: Carole L. Underwood  
  
Print: Elaine B. Zuckersdorf

By: 



Name: Lita Epstein

Chairman /Vice-Chair, Board of Supervisors

**CONTRACTOR:**

**LAKE & WETLAND MANAGEMENT  
ORLANDO, INC., a Florida corporation**

**WITNESSES:**

  
Print: Jennifer Klein  
  
Print: Emily Luna

By: 

Print: Charles Haccovix

Title: Secretary

**EXHIBIT 1**

**PROPOSAL**

**[ATTACHED]**





CERTIFIED  
INSTALLERS

# Poinciana CDD

## Custom Dredgesox Erosion Repair Proposal

May 21, 2019 • Osceola County • Florida

Prepared for:

Mr. Clayton Smith

Governmental Management Services

135 West Central Boulevard, Suite 320

Orlando, FL 32801



Prepared by:

Chad Bass

Lake and Wetland Management Orlando, Inc.

815 Sawdust Trail

Kissimmee, Florida 32744

(407) 595-3648 Phone • (407) 483-7812 Fax

[c.bass@lakeandwetland.com](mailto:c.bass@lakeandwetland.com) • [www.lakeandwetland.com](http://www.lakeandwetland.com)

Lake and Wetland Management Orlando, Inc. • 815 Sawdust Trail • Kissimmee, FL 34744  
(407) 350-5909 Office • (407) 483-7812 Fax • [c.bass@lakeandwetland.com](mailto:c.bass@lakeandwetland.com) • [www.lakeandwetland.com](http://www.lakeandwetland.com)





May 21, 2019

Mr. Clayton Smith  
Poinciana CDD  
Governmental Management Services  
135 West Central Boulevard, Suite 320  
Orlando, FL 32801

Dear Mr. Smith,

We greatly appreciate the opportunity to bid on this project for you! Attached is the Agreement for the Dredgesox erosion repair at Poinciana CDD.

Our patented SOX system is bioengineered, and immediately halts soil erosion and stabilizes shorelines. The SOX system offers these unique attributes;

- Long lasting results that continue to improve over time
- Superior buffering and filtering results in improved waterway and ecosystem
- Exceptional water retention for vigorous growth of new vegetation
- The only erosion control system that literally becomes part of the earth
- Uses locally sourced organic fill
- Attaches directly to intact shore bank NOT to unstable shore bed
- Allows SOX to be re-tensioned whenever necessary
- Subsurface ground stakes virtually eliminate injury liability to humans and animals
- System self-tightens due to its ability to manage incredible weight displacement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

LAKE AND WETLAND MANAGEMENT ORLANDO, INC.

*Chad Bass*

Chad Bass



### **EROSION CONTROL AGREEMENT**

This agreement, dated May 21, 2019, is made between LAKE AND WETLAND MANAGEMENT ORLANDO, INC. (LWM) and CUSTOMER:

Mr. Clayton Smith  
Poinciana CDD  
Governmental Management Services  
135 West Central Boulevard, Suite 320  
Orlando, FL 32801

[csmith@gmscfl.com](mailto:csmith@gmscfl.com)  
(407) 841-5524 Office  
(407) 839-1526 Fax

Both *Poinciana CDD* and *Lake and Wetland Management Orlando, Inc.* agree to the following terms and conditions:

#### **Description:**

#### **D-2**

Dredgesox (12' wide) Erosion Repair / Bank Restoration services for 100'.

#### **(1) Lakes/Areas:**

- Repair approximately 120 linear feet of lake bank at \$74.00 / per foot.
- Prep areas of debris/trash for Dredgesox.
- Fill Dredgesox with imported coarse sand.
- Materials consist of the following: Dredgesox, wooden stakes, anchor rope, and coarse sand.
- Includes sod installation.

**Investment: \$8,880.00**

Service includes material, equipment, and labor to complete the project.

**CUSTOMER is responsible for the cost of any necessary permits that may be required prior to commencement of work.**

**If chosen, it will be the responsibility of the Homeowners Association to irrigate the new sod/planted area once installed.**

Sprinkler heads will be marked by the landscaper; otherwise LWM not be responsible for damage to them during the course of work. LWM will repair any exposed sprinkler heads damaged during erosion work in a timely manner.

A staging area for materials and equipment will be required. LWM will access the lake at designated areas and sod these areas to bring the property back to complete restoration. **(NOTE: CUSTOMER is responsible for maintenance of sod once installed)**

LWM is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees or any lines not noted on the as-builts or not located by Sunshine Locating Services (where digging is necessary).

The warranty/guarantee for Dredgesox material is for a ten (10) year period. The labor warranty for any manual adjustments needed is for a one (1) year period. Our guarantee does not include the loss of material due to 'acts of God' such as floods, fire, hurricanes, or other catastrophic events, nor does it include losses due to theft, lack of adequate irrigation, vandalism or negligence by others, or other factors outside the control of our organization.

**SCHEDULE OF PAYMENT:**

- 40% Mobilization Deposit
- 40% Upon Installation of Dredgesox
- 20% Balance Due Upon Completion of Sod

**Conditions:**

1. Ownership of property is implied by CUSTOMER with acceptance of this Agreement. In the event that CUSTOMER does not expressly own the areas where the above stated services are to be provided, CUSTOMER represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, CUSTOMER agrees to hold harmless LWM for the consequences of such services.

2. LWM shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. CUSTOMER further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.

3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days.
6. If LWM is required to enroll in any third-party compliance programs, invoicing or payment plans that assess fees in order to perform work for CUSTOMER, those charges will be invoiced back to CUSTOMER as invoiced to LWM.
7. LWM will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both LWM and the CUSTOMER.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Chad Bass

Chad Bass  
Lake and Wetland Management  
Orlando, Inc.

[Signature]  
Authorized Signature  
Poinciana CDD

6/28/2019  
Date





CERTIFIED  
INSTALLERS

## Poinciana CDD

### Custom Dredgesox Erosion Repair Proposal

May 21, 2019 • Osceola County • Florida

Prepared for:

Mr. Clayton Smith  
Governmental Management Services  
135 West Central Boulevard, Suite 320  
Orlando, FL 32801



Prepared by:

Chad Bass  
Lake and Wetland Management Orlando, Inc.  
815 Sawdust Trail  
Kissimmee, Florida 32744  
(407) 595-3648 Phone • (407) 483-7812 Fax  
[c.bass@lakeandwetland.com](mailto:c.bass@lakeandwetland.com) • [www.lakeandwetland.com](http://www.lakeandwetland.com)

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May 21, 2019

Mr. Clayton Smith  
Poinciana CDD  
Governmental Management Services  
135 West Central Boulevard, Suite 320  
Orlando, FL 32801

Dear Mr. Smith,

We greatly appreciate the opportunity to bid on this project for you! Attached is the Agreement for the Dredgesox erosion repair at Poinciana CDD.

Our patented SOX system is bioengineered, and immediately halts soil erosion and stabilizes shorelines. The SOX system offers these unique attributes;

- Long lasting results that continue to improve over time
- Superior buffering and filtering results in Improved waterway and ecosystem
- Exceptional water retention for vigorous growth of new vegetation
- The only erosion control system that literally becomes part of the earth
- Uses locally sourced organic fill
- Attaches directly to intact shore bank NOT to unstable shore bed
- Allows SOX to be re-tensioned whenever necessary
- Subsurface ground stakes virtually eliminate injury liability to humans and animals
- System self-tightens due to its ability to manage incredible weight displacement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

LAKE AND WETLAND MANAGEMENT ORLANDO, INC.

*Chad Bass*

Chad Bass



### **EROSION CONTROL AGREEMENT**

This agreement, dated May 21, 2019, is made between LAKE AND WETLAND MANAGEMENT ORLANDO, INC. (LWM) and CUSTOMER:

Mr. Clayton Smith  
Poinciana CDD  
Governmental Management Services  
135 West Central Boulevard, Suite 320  
Orlando, FL 32801

[csmith@gmscfl.com](mailto:csmith@gmscfl.com)  
(407) 841-5524 Office  
(407) 839-1526 Fax

Both *Poinciana CDD* and *Lake and Wetland Management Orlando, Inc.* agree to the following terms and conditions:

Proceed with Option 2



**Description: Option 2, Entire pond**

Dredgesox (12' wide) Erosion Repair / Bank Restoration services for 100'.

**(E-31) Lakes/Areas:**

- Repair approximately 580 linear feet of lake bank at \$62.00 / per foot.
- Prep areas of debris/trash for Dredgesox.
- Fill Dredgesox with imported coarse sand.
- Materials consist of the following: Dredgesox, wooden stakes, anchor rope, and will import and backfill coarse sand.
- Includes sod installation.

**Option 2 Dredgesox Investment: \$35,960.00**

Service includes material, equipment, and labor to complete the project.

**CUSTOMER is responsible for the cost of any necessary permits that may be required prior to commencement of work.**

**If chosen, it will be the responsibility of the Homeowners Association to irrigate the new sod/planted area once installed.**

Sprinkler heads will be marked by the landscaper; otherwise LWM not be responsible for damage to them during the course of work. LWM will repair any exposed sprinkler heads damaged during erosion work in a timely manner.

A staging area for materials and equipment will be required. LWM will access the lake at designated areas and sod these areas to bring the property back to complete restoration. **(NOTE: CUSTOMER is responsible for maintenance of sod once installed)**

LWM is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees or any lines not noted on the as-builts or not located by Sunshine Locating Services (where digging is necessary).

The warranty/guarantee for Dredgesox material is for a ten (10) year period. The labor warranty for any manual adjustments needed is for a one (1) year period. Our guarantee does not include the loss of material due to 'acts of God' such as floods, fire, hurricanes, or other catastrophic events, nor does it include losses due to theft, lack of adequate irrigation, vandalism or negligence by others, or other factors outside the control of our organization.

**SCHEDULE OF PAYMENT:**

- 40% Mobilization Deposit
- 40% Upon Installation of Dredgesox
- 20% Balance Due Upon Completion of Sod



Conditions:

1. Ownership of property is implied by CUSTOMER with acceptance of this Agreement. In the event that CUSTOMER does not expressly own the areas where the above stated services are to be provided, CUSTOMER represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, CUSTOMER agrees to hold harmless LWM for the consequences of such services.
2. LWM shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. CUSTOMER further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days.
6. If LWM is required to enroll in any third-party compliance programs, invoicing or payment plans that assess fees in order to perform work for CUSTOMER, those charges will be invoiced back to CUSTOMER as invoiced to LWM.
7. LWM will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both LWM and the CUSTOMER.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Chad Bass  
Chad Bass  
Lake and Wetland Management  
Orlando, Inc.

John C. ...  
Authorized Signature  
Poinciana CDD

6/20/2019  
Date

## SECTION VIII

*This item will be provided under  
separate cover*

## SECTION IX

# SECTION A

## **RESOLUTION 2019-12**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE POINCIANA COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2019, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Poinciana Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the proposed annual budget (the "Proposed Budget"), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set August 21, 2019, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **Section 1. Budget**

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager's Proposed Budget, attached hereto as Exhibit "A," as amended by the Board, is hereby adopted in accordance with the provisions of

Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2019 and/or revised projections for Fiscal Year 2020.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Poinciana Community Development District for the Fiscal Year Ending September 30, 2020," as adopted by the Board of Supervisors on August 21, 2019.

## **Section 2. Appropriations**

There is hereby appropriated out of the revenues of the Poinciana Community Development District, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND – SERIES 2012A-1 & A-2	\$ _____
TOTAL ALL FUNDS	\$ _____

## **Section 3. Supplemental Appropriations**

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously

approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 21<sup>st</sup> day of August, 2019.

ATTEST:

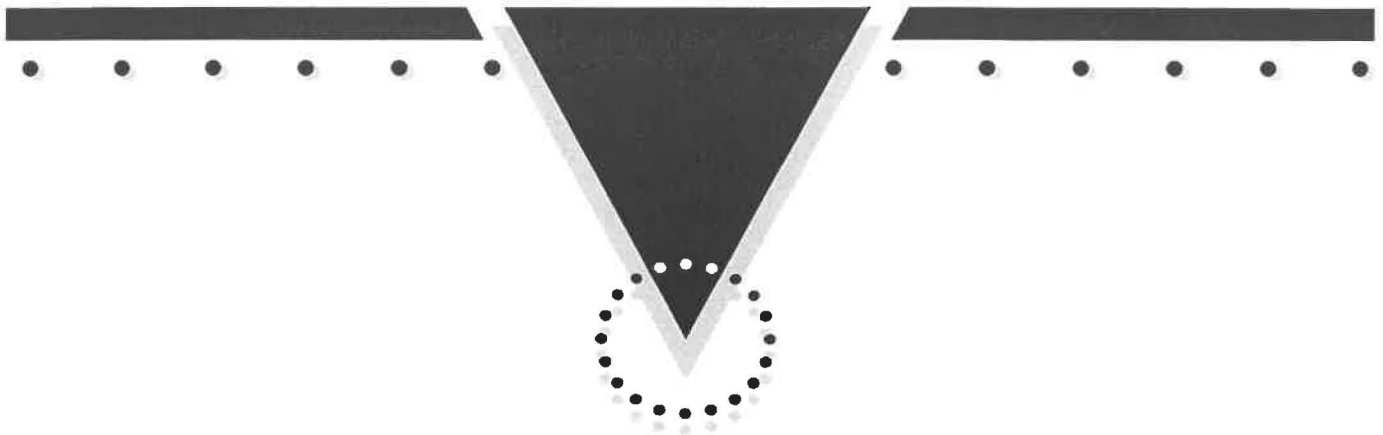
**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

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

Its: \_\_\_\_\_





**Poinciana  
Community Development District**

**FY2019 Amended Budget**

**&**

**FY2020 Proposed Budget**



# Table of Contents

<b>1</b>	<b>General Fund</b>
<b>2-6</b>	<b>General Fund Narrative</b>
<b>7</b>	<b>Debt Service Fund Series 2012A-1 &amp; A-2</b>
<b>8</b>	<b>Amortization Schedule Series 2012A-1</b>
<b>9</b>	<b>Amortization Schedule Series 2012A-2</b>

**Poinciana**  
Community Development District

Fiscal Year 2020  
General Fund

Description	Adopted Budget FY2019	Increase/ (Decrease)	Amended Budget FY2019	Actual Thru 7/31/19	Projected Next 2 Months	Total Thru 9/30/19	Proposed Budget FY2020
<b>Revenues</b>							
Special Assessments	\$524,036	\$0	\$524,036	\$534,287	\$0	\$534,287	\$694,941
Special Assessments - Developer	\$96,604	\$0	\$96,604	\$96,604	\$0	\$96,604	\$0
Interest	\$3,500	\$0	\$3,500	\$2,651	\$295	\$2,946	\$2,000
Misellaneous Income	\$0	\$0	\$0	\$100	\$0	\$100	\$0
Carry Forward Surplus	\$56,673	\$69,150	\$125,823	\$85,797	\$0	\$85,797	\$0
<b>Total Revenues</b>	<b>\$680,813</b>	<b>\$69,150</b>	<b>\$749,963</b>	<b>\$719,439</b>	<b>\$295</b>	<b>\$719,734</b>	<b>\$696,941</b>
<b>Expenditures</b>							
<b>Administrative</b>							
Supervisors Fees	\$12,000	\$0	\$12,000	\$6,400	\$2,000	\$8,400	\$12,000
FICA Expense	\$918	\$0	\$918	\$490	\$153	\$643	\$918
Engineering	\$18,000	\$0	\$18,000	\$10,082	\$0	\$10,082	\$18,000
Attorney	\$30,000	\$0	\$30,000	\$31,431	\$0	\$31,431	\$30,000
Arbitrage	\$450	\$0	\$450	\$0	\$450	\$450	\$450
Dissemination	\$5,000	\$150	\$5,150	\$4,317	\$0	\$4,317	\$5,000
Annual Audit	\$3,590	\$0	\$3,590	\$3,590	\$3,590	\$7,180	\$3,590
Trustee Fees	\$7,000	\$0	\$7,000	\$7,020	\$0	\$7,020	\$7,000
Assessment Administration	\$5,000	\$0	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Management Fees	\$45,000	\$0	\$45,000	\$37,500	\$7,500	\$45,000	\$45,000
Information Technology	\$1,500	\$2,500	\$4,000	\$3,750	\$250	\$4,000	\$2,700
Telephone	\$100	\$0	\$100	\$50	\$25	\$75	\$100
Postage	\$2,400	\$200	\$2,600	\$2,111	\$489	\$2,600	\$2,600
Printing & Binding	\$2,700	\$700	\$3,400	\$733	\$517	\$1,250	\$2,000
Insurance	\$15,447	\$0	\$15,447	\$13,811	\$0	\$13,811	\$15,422
Legal Advertising	\$3,500	\$0	\$3,500	\$2,371	\$711	\$3,082	\$3,500
Other Current Charges	\$100	\$200	\$300	\$444	\$117	\$561	\$550
Office Supplies	\$300	\$0	\$300	\$472	\$53	\$525	\$400
Property Appraiser	\$9,628	\$0	\$9,628	\$0	\$6,274	\$6,274	\$7,000
Dues, Licenses & Subscriptions	\$175	\$0	\$175	\$175	\$0	\$175	\$175
<b>Administrative Expenses</b>	<b>\$162,808</b>	<b>\$3,750</b>	<b>\$166,558</b>	<b>\$129,744</b>	<b>\$22,129</b>	<b>\$151,873</b>	<b>\$161,405</b>
<b>Operation &amp; Maintenance</b>							
Field Services	\$10,000	\$0	\$10,000	\$8,333	\$1,667	\$10,000	\$10,000
Electric	\$2,000	\$0	\$2,000	\$1,012	\$233	\$1,245	\$2,000
Landscape Maintenance	\$143,645	\$0	\$143,645	\$119,704	\$23,941	\$143,645	\$155,000
Aquatic Control Maintenance	\$98,000	\$5,400	\$103,400	\$86,167	\$17,233	\$103,400	\$115,000
Aquatic Midge Management	\$172,800	\$0	\$172,800	\$125,833	\$25,167	\$151,000	\$160,000
R&M - Drainage	\$3,000	\$0	\$3,000	\$0	\$500	\$500	\$5,000
R&M - Mulch	\$4,500	\$0	\$4,500	\$0	\$750	\$750	\$6,000
R&M Plant Replacement	\$4,060	\$0	\$4,060	\$1,400	\$2,660	\$4,060	\$6,000
Storm Structure Repairs	\$50,000	\$60,000	\$110,000	\$18,495	\$91,505	\$110,000	\$50,000
Contingency	\$10,000	\$0	\$10,000	\$199	\$500	\$699	\$10,000
Capital Outlay	\$20,000	\$0	\$20,000	\$5,885	\$2,000	\$7,885	\$16,536
<b>Operation &amp; Maintenance Expenses</b>	<b>\$518,005</b>	<b>\$65,400</b>	<b>\$583,405</b>	<b>\$367,028</b>	<b>\$166,155</b>	<b>\$533,184</b>	<b>\$535,536</b>
<b>Total Expenditures</b>	<b>\$680,813</b>	<b>\$69,150</b>	<b>\$749,963</b>	<b>\$496,773</b>	<b>\$188,284</b>	<b>\$685,057</b>	<b>\$696,941</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$222,666</b>	<b>(\$187,989)</b>	<b>\$34,677</b>	<b>\$0</b>

Net Assessment \$694,941  
Collection Cost (6%) \$44,358  
Gross Assessment \$739,299

Projected FY20 O&M Assessments				
Property Type	Unit Count	Per Unit Net	Per Unit Gross	Gross Total
Platted Residential	3337	\$173.00	\$184.04	\$614,150
Town Center Commercial	72	\$173.00	\$184.04	\$13,251
Unplatted Residential	608	\$173.00	\$184.04	\$111,898
<b>Total</b>	<b>4017</b>			<b>\$739,299</b>

FY19 vs FY20 Per Unit Gross Assessment Comparison					
Property Type	Unit Count	FY19 Gross	FY20 Gross	Difference	% Increase
Platted Residential	3337	151.18	\$184.04	\$32.86	22%
Town Center Commercial	72	151.18	\$184.04	\$32.86	22%
Unplatted Residential	608	151.18	\$184.04	\$32.86	22%
<b>Total</b>	<b>4017</b>				

**Poinciana**  
**Community Development District**  
GENERAL FUND BUDGET

**REVENUES:**

*Special Assessments – Tax Collector*

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

*Special Assessments – Direct Billed*

The District will levy a non-ad valorem assessment on all assessable property within the District in order to pay for the operating expenditures during the fiscal year. The District levies these assessments directly to the property owners.

*Interest*

The District earns interest income on their operating accounts and other investments.

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**EXPENDITURES:**

**Administrative:**

*Supervisors Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount is based on 5 supervisors attending 12 meetings during the fiscal year.

*FICA Expense*

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

*Engineering*

The District's engineer, GAI Consultants, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

*Attorney*

The District's legal counsel, Hopping, Green & Sams, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

*Arbitrage*

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2012A-1 & A-2 Special Assessment Refunding Bonds. The District has contracted with AMTEC for this service.

**Poinciana**  
**Community Development District**  
GENERAL FUND BUDGET

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District has contracted with Berger, Toombs, Elam, Gaines & Frank for this service.

Trustee Fees

The District will pay annual trustee fees for the Series 2012A-1 & A-2 Special Assessment Refunding Bonds that are deposited with a Trustee at USBank.

Assessment Administration

The District has contracted with Governmental Management Services-CF, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

Information Technology

Represents costs related to District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

Postage

The District incurs charges for mailing of agenda packages, overnight deliveries, checks for vendors and other required correspondence.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

The District's general liability and public officials liability insurance coverage is provided by Public Risk Insurance. Public Risk Insurance specializes in providing insurance coverage to governmental agencies.

**Poinciana**  
**Community Development District**  
GENERAL FUND BUDGET

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Represents any miscellaneous expenses incurred during the fiscal year such as bank fees, deposit slips, stop payments, etc.

Office Supplies

The District incurs charges for office supplies that need to be purchased during the fiscal year.

Property Appraiser

Represents a fee charged by Polk County Property Appraiser's office for assessment administration services.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

**Operations & Maintenance:**

Field Services

Provide onsite field management of contracts for the District such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Electric

Represents cost of electric services for item lights. District currently has two accounts with Duke Energy.

Account #	Service Address	Monthly	Annual
48750 39182	1051 Cypress Pky, 9 Tunnel Lights	\$30	\$360
87555 08008	1051 Cypress Pky, Lites/Golf Tunnel 33	\$125	\$1,500
	Contingency		\$140
	<b>Total</b>		<b>\$2,000</b>

# Poinciana

## Community Development District

### GENERAL FUND BUDGET

#### Landscape Maintenance

The District will maintain the lake bank maintenance that include mowing of no less than once every 7 days during the months of April 1<sup>st</sup> to October 31<sup>st</sup> and no less than once every 14 days from November 1<sup>st</sup> to March 31<sup>st</sup>. The District has contracted with Floralawn 2, LLC for this service.

Description	Monthly	Annual
Landscape Maintenance	\$11,970	\$143,645
Contingency		\$11,355
<b>Total</b>		<b>\$155,000</b>

#### Aquatic Control Maintenance

Represents cost for maintenance to the ponds located within the District. Services include, but are not limited to, treatment removal and offsite disposal of nuisance vegetation and algae treatment. The District has contracted with Clarke Aquatic Services, Inc. for these services.

Description	Monthly	Annual
Aquatic Maintenance	\$8,617	\$103,400
Contingency		\$11,600
<b>Total</b>		<b>\$115,000</b>

#### Aquatic Midge Management

Represents costs for aquatic midge control (blind mosquitoes, weekly ATV aerosol & monthly aerial larva side.)

Description	Monthly	Annual
Aquatic Midge Control	\$12,583	\$151,000
Contingency		\$9,000
<b>Total</b>		<b>\$160,000</b>

#### R&M - Drainage

Represents estimated repair and maintenance cost to the drainage structures maintained by the District.

#### R&M - Mulch

Represents estimated cost for mulch.

#### R&M – Plant Replacement

Represents estimated cost for the replacement of aquatic plants and tree replacement around the ponds.

#### Contingency

Represents any additional field expense that may not have been provided for in the budget.

**Poinciana**  
**Community Development District**  
GENERAL FUND BUDGET

Capital Outlay

Represents estimated cost for Aeration Systems.



**Poinciana**  
Community Development District

**Fiscal Year 2020  
Debt Service Fund**

Adopted Budget FY2019	Actual Thru 7/31/19	Projected Next 2 Months	Total Thru 9/30/19	Proposed Budget FY2020
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**Revenues**

Special Assessments - Tax Collector	\$1,404,442	\$1,430,481	\$0	\$1,430,481	\$1,361,339
Special Assessments - Direct Billed	\$313,990	\$313,990	\$0	\$313,990	\$258,779
Special Assessments - Prepayments	\$0	\$14,651	\$0	\$14,651	\$0
Interest Income	\$0	\$4,854	\$396	\$5,250	\$0
Carry Forward Surplus	\$612,054	\$605,760	\$0	\$605,760	\$720,196

<b>Total Revenues</b>	<b>\$2,330,486</b>	<b>\$2,369,736</b>	<b>\$396</b>	<b>\$2,370,132</b>	<b>\$2,340,314</b>
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**Expenses**

<b>Administrative</b>					
Property Appraiser	\$15,500	\$0	\$14,495	\$14,495	\$15,500

**Series 2012A-1**

Special Call - 11/1	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Interest - 11/1	\$209,850	\$209,850	\$0	\$209,850	\$199,909
Principal - 5/1	\$600,000	\$600,000	\$0	\$600,000	\$620,000
Interest - 5/1	\$209,850	\$209,753	\$0	\$209,753	\$199,909
Special Call - 5/1	\$5,000	\$5,000	\$0	\$5,000	\$0

**Series 2012A-2**

Special Call - 11/1	\$0	\$0	\$0	\$0	\$10,000
Interest - 11/1	\$160,425	\$160,419	\$0	\$160,419	\$152,231
Principal - 05/1	\$285,000	\$285,000	\$0	\$285,000	\$300,000
Interest - 5/1	\$160,425	\$160,419	\$0	\$160,419	\$152,231

<b>Total Expenditures</b>	<b>\$1,651,050</b>	<b>\$1,635,441</b>	<b>\$14,495</b>	<b>\$1,649,936</b>	<b>\$1,654,781</b>
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<b>Excess Revenues/(Expenditures)</b>	<b>\$679,436</b>	<b>\$734,296</b>	<b>(\$14,099)</b>	<b>\$720,196</b>	<b>\$685,533</b>
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**Series 2012A-1**

Interest - 11/1/2020	\$189,059
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**Series 2012A-2**

Interest - 11/1/2020	\$143,606
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Net Assessment	\$1,361,339
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Collection Cost (6%)	\$86,894
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Gross Assessment	\$1,448,233
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Property Type	Platted Units	Gross Per Unit	Gross Total
Platted Residential	2792	\$438.05	\$1,223,036
Platted Residential - Assessment Area 2019	423	\$457.66	\$193,590
Platted Residential - Prepaid	122	\$0.00	\$0
Town Center Commercial	72	\$438.05	\$31,607
Unplatted Residential	608	\$457.66	\$278,257
<b>Total</b>	<b>4017</b>		<b>\$1,726,490</b>

**Poinciana**  
**Community Development District**

SERIES 2012A-1  
**AMORTIZATION SCHEDULE**

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/1/19	\$ 9,405,000.00	\$ -	\$ 199,909.38	\$ 199,909.38
5/1/20	\$ 9,405,000.00	\$ 620,000.00	\$ 199,909.38	\$ -
11/1/20	\$ 8,785,000.00	\$ -	\$ 189,059.38	\$ 1,008,968.75
5/1/21	\$ 8,785,000.00	\$ 640,000.00	\$ 189,059.38	\$ -
11/1/21	\$ 8,145,000.00	\$ -	\$ 177,059.38	\$ 1,006,118.75
5/1/22	\$ 8,145,000.00	\$ 665,000.00	\$ 177,059.38	\$ -
11/1/22	\$ 7,480,000.00	\$ -	\$ 164,175.00	\$ 1,006,234.38
5/1/23	\$ 7,480,000.00	\$ 695,000.00	\$ 164,175.00	\$ -
11/1/23	\$ 6,785,000.00	\$ -	\$ 150,275.00	\$ 1,009,450.00
5/1/24	\$ 6,785,000.00	\$ 725,000.00	\$ 150,275.00	\$ -
11/1/24	\$ 6,060,000.00	\$ -	\$ 134,868.75	\$ 1,010,143.75
5/1/25	\$ 6,060,000.00	\$ 755,000.00	\$ 134,868.75	\$ -
11/1/25	\$ 5,305,000.00	\$ -	\$ 118,353.13	\$ 1,008,221.88
5/1/26	\$ 5,305,000.00	\$ 790,000.00	\$ 118,353.13	\$ -
11/1/26	\$ 4,515,000.00	\$ -	\$ 101,071.88	\$ 1,009,425.00
5/1/27	\$ 4,515,000.00	\$ 825,000.00	\$ 101,071.88	\$ -
11/1/27	\$ 3,690,000.00	\$ -	\$ 83,025.00	\$ 1,009,096.88
5/1/28	\$ 3,690,000.00	\$ 860,000.00	\$ 83,025.00	\$ -
11/1/28	\$ 2,830,000.00	\$ -	\$ 63,675.00	\$ 1,006,700.00
5/1/29	\$ 2,830,000.00	\$ 900,000.00	\$ 63,675.00	\$ -
11/1/29	\$ 1,930,000.00	\$ -	\$ 43,425.00	\$ 1,007,100.00
5/1/30	\$ 1,930,000.00	\$ 945,000.00	\$ 43,425.00	\$ -
11/1/30	\$ 985,000.00	\$ -	\$ 22,162.50	\$ 1,010,587.50
5/1/31	\$ 985,000.00	\$ 985,000.00	\$ 22,162.50	\$ 1,007,162.50
		\$ 9,405,000.00	\$ 2,894,118.75	\$ 12,299,118.75

# Poinciana

## Community Development District

### SERIES 2012A-2 AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/1/19	\$ 5,100,000.00	\$ -	\$ 152,231.25	\$ 152,231.25
5/1/20	\$ 5,100,000.00	\$ 300,000.00	\$ 152,231.25	\$ -
11/1/20	\$ 4,800,000.00	\$ -	\$ 143,606.25	\$ 595,837.50
5/1/21	\$ 4,800,000.00	\$ 315,000.00	\$ 143,606.25	\$ -
11/1/21	\$ 4,485,000.00	\$ -	\$ 134,550.00	\$ 593,156.25
5/1/22	\$ 4,485,000.00	\$ 335,000.00	\$ 134,550.00	\$ -
11/1/22	\$ 4,150,000.00	\$ -	\$ 124,500.00	\$ 594,050.00
5/1/23	\$ 4,150,000.00	\$ 355,000.00	\$ 124,500.00	\$ -
11/1/23	\$ 3,795,000.00	\$ -	\$ 113,850.00	\$ 593,350.00
5/1/24	\$ 3,795,000.00	\$ 380,000.00	\$ 113,850.00	\$ -
11/1/24	\$ 3,415,000.00	\$ -	\$ 102,450.00	\$ 596,300.00
5/1/25	\$ 3,415,000.00	\$ 405,000.00	\$ 102,450.00	\$ -
11/1/25	\$ 3,010,000.00	\$ -	\$ 90,300.00	\$ 597,750.00
5/1/26	\$ 3,010,000.00	\$ 430,000.00	\$ 90,300.00	\$ -
11/1/26	\$ 2,580,000.00	\$ -	\$ 77,400.00	\$ 597,700.00
5/1/27	\$ 2,580,000.00	\$ 455,000.00	\$ 77,400.00	\$ -
11/1/27	\$ 2,125,000.00	\$ -	\$ 63,750.00	\$ 596,150.00
5/1/28	\$ 2,125,000.00	\$ 485,000.00	\$ 63,750.00	\$ -
11/1/28	\$ 1,640,000.00	\$ -	\$ 49,200.00	\$ 597,950.00
5/1/29	\$ 1,640,000.00	\$ 515,000.00	\$ 49,200.00	\$ -
11/1/29	\$ 1,125,000.00	\$ -	\$ 33,750.00	\$ 597,950.00
5/1/30	\$ 1,125,000.00	\$ 545,000.00	\$ 33,750.00	\$ -
11/1/30	\$ 580,000.00	\$ -	\$ 17,400.00	\$ 596,150.00
5/1/31	\$ 580,000.00	\$ 580,000.00	\$ 17,400.00	\$ 597,400.00
		\$ 5,100,000.00	\$ 2,205,975.00	\$ 7,305,975.00

## SECTION B

## **RESOLUTION 2019-13**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POINCIANA COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Poinciana Community Development District (“the District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Polk County, Florida (the “County”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted Improvement Plan and Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) hereby determines to undertake various operations and maintenance activities described in the District’s budget for Fiscal Year 2019-2020 (“Operations and Maintenance Budget”), attached hereto as Exhibit “A” and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District’s budget for Fiscal Year 2019-2020; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, the District has previously levied an assessment for debt service, a portion of which the District desires to collect on the tax roll for platted lots, pursuant to the Uniform Method (defined below) and which is also indicated on Exhibit “A”, and the remaining portion of which the District desires to levy and directly collect on the remaining unplatted lands; and

**WHEREAS**, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“Uniform Method”); and

**WHEREAS**, the District has previously evidenced its intention to utilize this Uniform Method and has approved an Agreement with the County Tax Collector to provide for the collection of the special assessments under the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to collected special assessments for operations and maintenance on platted lots using the Uniform Method and to directly collect from the remaining unplatted property reflecting their portion of the District's operations and maintenance expenses, as set forth in the budget; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Poinciana Community Development District (the "Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the portion of the Assessment Roll on platted property to the County Tax Collector pursuant to the Uniform Method and to directly collect the remaining portion on the unplatted property; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend, from time to time, the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. INCORPORATION OF RECITALS AND AUTHORITY.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Resolution. The Resolution is adopted pursuant to the provisions of Florida Law, including Chapter 170, 190 and 197, *Florida Statutes*.

**SECTION 2. BENEFIT.** The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibits "A" and "B."

**SECTION 3. ASSESSMENT IMPOSITION.** A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibit "B." The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 4. COLLECTION.** The collection of the previously levied debt service assessments and operation and maintenance special assessments on platted lots and developed lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B." The previously levied debt services assessments and operations and maintenance assessments on undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in Exhibits "A" and "B." Assessments directly collected by the District are due according to the flowing schedule: 50% due no later then November 1, 2019, 25% due no later than February 1, 2020 and 25% due no later than May 1, 2020. In the event that an assessment payment is not made in

accordance with the schedule stated above, such assessment and any future scheduled assessment payments due for Fiscal Year 2020 shall be delinquent and shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. In the event as assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments. Notwithstanding the foregoing, any assessments which, by operation of law or otherwise, have been accelerated for non-payment, are not certified by this Resolution.

**SECTION 5. CERTIFICATION OF ASSESSMENT ROLL.** The District's Assessment Roll, attached to this Resolution as Exhibit "B," is hereby certified. That portion of the District's Assessment Roll which includes developed lands and platted lots is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds there from shall be paid to the Poinciana Community Development District.

**SECTION 6. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep appraised of all updates made to the County property roll by Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**SECTION 7. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Poinciana Community Development District.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of August, 2019.

ATTEST:

**POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary

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

Its:\_\_\_\_\_

# SECTION X



# SECTION A

# SECTION 1

**IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA  
CIVIL DIVISION**

POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT, a local unit of  
special-purpose government organized and  
existing under the laws of the State of Florida,

CASE NO.: 2017-CA-003547

and

POINCIANA WEST COMMUNITY  
DEVELOPMENT DISTRICT, a local unit of  
special-purpose government organized and  
existing under the laws of the State of Florida,

Plaintiffs,

v.

THE STATE OF FLORIDA, AND THE  
TAXPAYERS, PROPERTY OWNERS AND  
CITIZENS OF POINCIANA COMMUNITY  
DEVELOPMENT DISTRICT AND  
POINCIANA WEST COMMUNITY  
DEVELOPMENT DISTRICT, INCLUDING  
NON-RESIDENTS OWNING PROPERTY OR  
SUBJECT TO TAXATION THEREIN, AND  
OTHERS HAVING OR CLAIMING ANY  
RIGHTS, TITLE OR INTEREST IN  
PROPERTY TO BE AFFECTED BY THE  
ISSUANCE OF THE BONDS HEREIN  
DESCRIBED, OR TO BE AFFECTED IN ANY  
WAY THEREBY,

Defendants.

\_\_\_\_\_/

**MOTION FOR SUBSTITUTION OF COUNSEL**

**COMES NOW** Plaintiff, POINCIANA COMMUNITY DEVELOPMENT DISTRICT  
("PCDD"), and pursuant to Rule 2.505(f)(2), Fla. R. Jud. Admin., respectfully requests that  
Michael J. Beaudine, Esq. be substituted as co-counsel of record for PCDD in this action, and

further requests that the Court enter an order relieving Jonathan A. Stimler, Esq., from all further responsibility as co-counsel of record for PCDD in this case, and in support thereof states as follows:

1. Michael J. Beaudine, Esq., of the law firm of Latham, Shuker, Eden & Beaudine, LLP, will be substituted as co-counsel for PCDD in the place of Jonathan A. Stimler, Esq. (who is no longer with said firm).

2. Michael J. Beaudine, Esq. previously filed a Notice of Appearance as Co-Counsel (dated July 16, 2019).

3. This substitution will not result in any delay or otherwise prejudice any party.

4. Pursuant to *Florida Rule of Judicial Administration 2.505(f)(2)*, Plaintiff's written consent is attached hereto as Exhibit "A."

DATED this \_\_\_\_ day of July, 2019.

/s/ Michael J. Beaudine  
**Michael J. Beaudine, Esq.**  
Florida Bar No. 0772763  
**Jan Albanese Carpenter, Esq.**  
Florida Bar No. 767158  
**LATHAM, SHUKER, EDEN &  
BEAUDINE, LLP**  
111 N. Magnolia Avenue, Suite 1400  
Orlando, Florida 32801  
Telephone: (407) 481-5800  
Facsimile: (407) 481-5801

*Attorneys for Plaintiff PCDD*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on July \_\_, 2019, a true and correct copy of the foregoing was electronically filed with the Clerk of Court via the Florida e-Portal system which will send a notice of electronic filing to all counsel of record.

/s/ Michael J. Beaudine

**Michael J. Beaudine, Esq.**

**EXHIBIT "A"**

**CONSENT TO SUBSTITUTION**

I, Lita Epstein, as authorized representative for Plaintiff, POINCIANA COMMUNITY DEVELOPMENT DISTRICT, and on behalf of such Plaintiff, do hereby authorize and consent to the substitution of counsel in this matter from Jonathan A. Stimler, Esq. to Michael J. Beaudine, Esq., of the law firm of Latham, Shuker, Eden & Beaudine, LLP.

**POINCIANA COMMUNITY DEVELOPMENT DISTRICT**

By: Lita Epstein

Name: Lita Epstein

Title: Chair

Date: 7/17/2019

## SECTION C

# SECTION 1



**Poinciana**  
**Community Development District**

Summary of Check Register

July 10, 2019 to August 13, 2019

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>	<b>Amount</b>	
General Fund	7/18/19	2794-2800	\$	39,331.56
	7/30/19	2801	\$	17,936.00
	8/6/19	2802-2803	\$	12,242.26
	8/12/19	2804	\$	5,183.64
	8/13/19	2805-2806	\$	21,411.59
			\$	96,105.05
			\$	96,105.05

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/18/19	00024	6/26/19 346063	201906 310-51300-32200	FY18 AUDIT SERVICES	*	3,590.00	
				BERGER TOOMBS ELAM GAINES & FRANK			3,590.00 002794
7/18/19	00009	7/15/19 4384	201907 320-53800-47000	AQUATIC SERVICES JUL19	*	8,616.66	
				CLARKE AQUATIC SERVICES, INC.			8,616.66 002795
7/18/19	00011	7/15/19 1007415	201907 320-53800-47100	MOSQUITO MGMT SERV JUL19	*	12,583.33	
				CLARKE ENVIRONMENTAL MOSQUITO			12,583.33 002796
7/18/19	00004	7/01/19 4022-R	201907 320-53800-46200	LAWN MAINTENANCE JUL19	*	11,970.42	
				FLORALAWN 2, LLC			11,970.42 002797
7/18/19	00010	7/02/19 6-600-16	201906 310-51300-42000	DELIVERY 06/27/19	*	45.08	
				FEDEX			45.08 002798
7/18/19	00017	7/03/19 2139665	201906 310-51300-31100	INTERIM ENG. SERVS JUN19	*	2,258.90	
				GAI CONSULTANTS, INC			2,258.90 002799
7/18/19	00005	6/30/19 L060G0IW	201906 310-51300-48000	NOT.OF MEETING 06/19/19	*	267.17	
				THE LEDGER			267.17 002800
7/30/19	00030	7/30/19 1287	201907 320-53800-48300	40% MOB.DEP-EROSION RPR	*	17,936.00	
				LAKE & WETLAND MANAGEMENT ORLANDO			17,936.00 002801
8/06/19	00004	8/01/19 4115	201908 320-53800-46200	LAWN MAINTENANCE AUG19	*	11,970.42	
				FLORALAWN 2, LLC			11,970.42 002802
8/06/19	00005	7/05/19 L060G0IX	201907 310-51300-48000	NOT.OF MEETING 07/17/19	*	271.84	
				THE LEDGER			271.84 002803
8/12/19	00001	8/01/19 60	201908 310-51300-34000	MANAGEMENT FEES-AUG19	*	3,750.00	
		8/01/19 60	201908 310-51300-35200	INFORMATION TECH-AUG19	*	125.00	
		8/01/19 60	201908 310-51300-31300	DISSEMINATION FEE-AUG19	*	416.67	

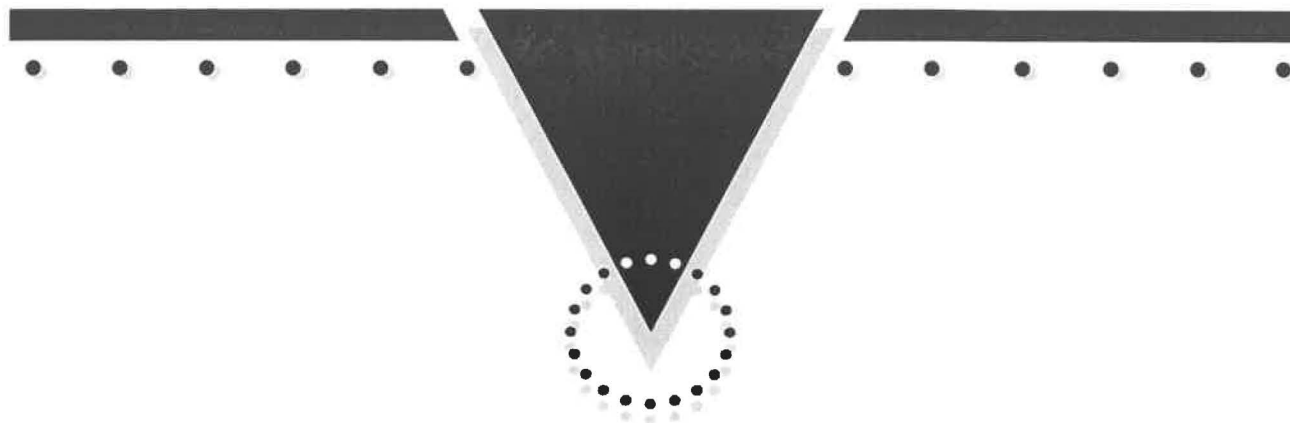
POIN POIN CDD TVISCARRA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		8/01/19 60	201908 310-51300-51000		*	.36	
			OFFICE SUPPLIES				
		8/01/19 60	201908 310-51300-42000		*	57.08	
			POSTAGE				
		8/01/19 60	201908 310-51300-42500		*	1.20	
			COPIES				
		8/01/19 61	201908 320-53800-12000		*	833.33	
			FIELD MANAGEMENT-AUG19				
				GOVERNMENTAL MANAGEMENT SERVICES-CF			5,183.64 002804
8/13/19 00017		7/31/19 2140821	201906 310-51300-31100		*	52.20	
			INTERIM ENG. SERVS JUN19				
		7/31/19 2140821A	201907 310-51300-31100		*	590.00	
			INTERIM ENG. SERVS JUL19				
				GAI CONSULTANTS, INC			642.20 002805
8/13/19 00025		8/07/19 4651670	201908 300-20700-10000		*	14,495.47	
			PROP. APPRAISER FEE				
		8/07/19 4651670	201908 310-51300-49100		*	6,273.92	
			PROP. APPRAISER FEE				
				POLK COUNTY PROPERTY APPRAISER			20,769.39 002806
TOTAL FOR BANK A						96,105.05	
TOTAL FOR REGISTER						96,105.05	

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TVISCARRA

## SECTION 2



# **Poinciana**

## **Community Development District**

**Unaudited Financial Reporting**  
**July 31, 2019**



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**Poinciana**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**July 31, 2019**

	General Fund	Debt Service Fund	Totals 2019
<b><u>ASSETS:</u></b>			
<b><u>CASH</u></b>			
OPERATING ACCOUNT - SUNTRUST	\$453,652	---	\$453,652
MONEY MARKET ACCOUNT	\$52,697	---	\$52,697
CERTIFICATE OF DEPOSIT	\$109,720	---	\$109,720
<b><u>INVESTMENTS</u></b>			
SERIES 2012A-1 & A-2			
RESERVE A-1	---	\$535,748	\$535,748
RESERVE A-2	---	\$322,618	\$322,618
REVENUE	---	\$704,888	\$704,888
GENERAL REDEMPTION	---	\$7,326	\$7,326
REDEMPTION A-1	---	\$547	\$547
REDEMPTION A-2	---	\$8,525	\$8,525
DUE FROM DEVELOPER	\$155,632	---	\$155,632
DUE FROM GENERAL FUND	---	\$13,010	\$13,010
<b>TOTAL ASSETS</b>	<b>\$771,702</b>	<b>\$1,592,661</b>	<b>\$2,364,363</b>
<b><u>LIABILITIES:</u></b>			
ACCOUNTS PAYABLE	\$167,094	---	\$167,094
DUE TO DEBT SERVICE	\$13,010	---	\$13,010
<b><u>FUND EQUITY:</u></b>			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE 2012A-1 & A-2	---	\$1,592,661	\$1,592,661
OPERATING RESERVE	\$155,224	---	\$155,224
UNASSIGNED	\$436,374	---	\$436,374
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$771,702</b>	<b>\$1,592,661</b>	<b>\$2,364,363</b>

# Poinciana

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending July 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/19	ACTUAL THRU 7/31/19	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS - TAX COLLECTOR	\$465,755	\$465,755	\$476,005	\$10,251
ASSESSMENTS - DIRECT BILLED	\$58,281	\$58,281	\$58,281	\$0
ASSESSMENTS - DEVELOPER	\$96,604	\$96,604	\$96,604	\$0
INTEREST	\$3,500	\$2,917	\$2,651	(\$265)
MISCELLANEOUS INCOME	\$0	\$0	\$100	\$100
<b>TOTAL REVENUES</b>	<b>\$624,140</b>	<b>\$623,557</b>	<b>\$633,642</b>	<b>\$10,085</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE:</b>				
SUPERVISOR FEES	\$12,000	\$10,000	\$6,400	\$3,600
FICA EXPENSE	\$918	\$765	\$490	\$275
ENGINEERING	\$18,000	\$15,000	\$10,082	\$4,918
ATTORNEY	\$30,000	\$25,000	\$31,431	(\$6,431)
ARBITRAGE	\$450	\$0	\$0	\$0
DISSEMINATION	\$5,000	\$4,167	\$4,317	(\$150)
ANNUAL AUDIT	\$3,590	\$3,590	\$3,590	\$0
TRUSTEE FEES	\$7,000	\$7,000	\$7,020	(\$20)
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$45,000	\$37,500	\$37,500	\$0
INFORMATION TECHNOLOGY	\$1,500	\$1,250	\$3,750	(\$2,500)
TELEPHONE	\$100	\$83	\$50	\$34
POSTAGE	\$2,400	\$2,000	\$2,111	(\$111)
PRINTING & BINDING	\$2,700	\$2,250	\$733	\$1,517
INSURANCE	\$15,447	\$15,447	\$13,811	\$1,636
LEGAL ADVERTISING	\$3,500	\$2,917	\$2,371	\$546
OTHER CURRENT CHARGES	\$100	\$83	\$444	(\$360)
OFFICE SUPPLIES	\$300	\$250	\$472	(\$222)
PROPERTY APPRAISER	\$9,628	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<b>FIELD:</b>				
FIELD MANAGEMENT	\$10,000	\$8,333	\$8,333	\$0
ELECTRIC	\$2,000	\$1,667	\$1,012	\$655
LANDSCAPE MAINTENANCE	\$143,645	\$119,704	\$119,704	(\$0)
AQUATIC CONTROL MAINTENANCE	\$98,000	\$81,667	\$86,167	(\$4,500)
AQUATIC MIDGE MANAGEMENT	\$172,800	\$144,000	\$125,833	\$18,167
R&M DRAINAGE	\$3,000	\$2,500	\$0	\$2,500
R&M MULCH	\$4,500	\$3,750	\$0	\$3,750
R&M PLANT REPLACEMENT	\$4,060	\$3,383	\$1,400	\$1,983
STORM STRUCTURES REPAIRS	\$50,000	\$41,667	\$18,495	\$23,172
CONTINGENCY	\$10,000	\$8,333	\$199	\$8,134
CAPITAL OUTLAY	\$20,000	\$16,667	\$5,885	\$10,782
<b>TOTAL EXPENDITURES</b>	<b>\$680,813</b>	<b>\$564,147</b>	<b>\$496,773</b>	<b>\$67,375</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$56,673)</b>		<b>\$136,869</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$56,673</b>		<b>\$454,729</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$591,598</b>	



# Poinciana

## COMMUNITY DEVELOPMENT DISTRICT

### SERIES 2012A-1 & A-2

### DEBT SERVICE FUND

#### Statement of Revenues & Expenditures

For The Period Ending July 31, 2019

#### REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/19	ACTUAL THRU 7/31/19	VARIANCE
ASSESSMENTS - TAX COLLECTOR	\$1,404,442	\$1,404,442	\$1,430,481	\$26,039
ASSESSMENTS - DIRECT BILLED	\$313,990	\$313,990	\$313,990	\$0
ASSESSMENTS - PREPAYMENT	\$0	\$0	\$14,651	\$14,651
INTEREST	\$0	\$0	\$4,854	\$4,854
<b>TOTAL REVENUES</b>	<b>\$1,718,432</b>	<b>\$1,718,432</b>	<b>\$1,763,977</b>	<b>\$45,545</b>

#### EXPENDITURES:

#### ADMINISTRATIVE PROPERTY APPRAISER

	\$28,380	\$0	\$0	\$0
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#### 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	\$600,000	\$600,000	\$0
INTEREST - 05/1	\$209,850	\$209,850	\$209,753	\$97
SPECIAL CALL - 05/1	\$0	\$0	\$5,000	(\$5,000)

#### SERIES 2012A-2

INTEREST - 11/1	\$160,425	\$160,425	\$160,419	\$6
PRINCIPAL - 05/1	\$285,000	\$285,000	\$285,000	\$0
INTEREST - 05/1	\$160,425	\$160,425	\$160,419	\$6

<b>TOTAL EXPENDITURES</b>	<b>\$1,653,930</b>	<b>\$1,625,550</b>	<b>\$1,635,441</b>	<b>(\$9,891)</b>
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#### EXCESS REVENUES (EXPENDITURES)

	\$64,502	\$128,536
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#### FUND BALANCE - BEGINNING

	\$612,054	\$1,464,125
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#### FUND BALANCE - ENDING

	\$676,556	\$1,592,661
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**Poinciana**  
**Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>REVENUES:</b>													
ASSESSMENTS - TAX COLLECTOR	\$0	\$86,967	\$325,669	\$21,628	\$12,428	\$5,538	\$14,407	\$5,764	\$3,593	\$12	\$0	\$0	\$476,005
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	\$334	\$362	\$265	\$266	\$264	\$257	\$248	\$199	\$0	\$0	\$2,651
MISCELLANEOUS INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$100
<b>TOTAL REVENUES</b>	<b>\$192</b>	<b>\$242,116</b>	<b>\$326,003</b>	<b>\$21,990</b>	<b>\$12,693</b>	<b>\$5,804</b>	<b>\$14,771</b>	<b>\$6,022</b>	<b>\$3,841</b>	<b>\$211</b>	<b>\$0</b>	<b>\$0</b>	<b>\$633,642</b>
<b>EXPENDITURES:</b>													
<b>ADMINISTRATIVE:</b>													
SUPERVISOR FEES	\$0	\$200	\$1,200	\$800	\$0	\$1,600	\$1,000	\$600	\$1,000	\$0	\$0	\$0	\$6,400
FICA EXPENSE	\$0	\$15	\$92	\$61	\$0	\$122	\$77	\$46	\$77	\$0	\$0	\$0	\$490
ENGINEERING	\$148	\$590	\$1,180	\$590	\$468	\$1,180	\$1,698	\$1,328	\$2,311	\$590	\$0	\$0	\$10,082
ATTORNEY	\$454	\$11,867	\$4,860	\$3,249	\$601	\$2,043	\$3,051	\$2,751	\$2,556	\$0	\$0	\$0	\$31,431
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$467	\$417	\$417	\$417	\$417	\$517	\$417	\$417	\$417	\$417	\$0	\$0	\$4,317
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,590	\$0	\$0	\$0	\$3,590
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$7,020	\$0	\$0	\$0	\$0	\$0	\$7,020
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
MANAGEMENT FEES	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$37,500
INFORMATION TECHNOLOGY	\$125	\$125	\$125	\$2,625	\$125	\$125	\$125	\$125	\$125	\$125	\$0	\$0	\$3,750
TELEPHONE	\$0	\$13	\$5	\$0	\$5	\$0	\$0	\$10	\$0	\$17	\$0	\$0	\$50
POSTAGE	\$98	\$597	\$183	\$251	\$25	\$218	\$264	\$266	\$255	\$14	\$0	\$0	\$2,111
PRINTING & BINDING	\$135	\$11	\$101	\$73	\$154	\$0	\$73	\$42	\$88	\$56	\$0	\$0	\$733
INSURANCE	\$13,811	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,811
LEGAL ADVERTISING	\$0	\$347	\$267	\$267	\$0	\$267	\$417	\$267	\$267	\$272	\$0	\$0	\$2,371
OTHER CURRENT CHARGES	\$0	\$0	\$36	\$167	\$45	\$45	\$74	\$39	\$39	\$0	\$0	\$0	\$444
OFFICE SUPPLIES	\$1	\$0	\$18	\$18	\$88	\$29	\$0	\$278	\$21	\$20	\$0	\$0	\$472
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	\$0	\$0	\$0	\$175
<b>FIELD:</b>													
FIELD MANAGEMENT	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$0	\$0	\$8,333
ELECTRIC	\$86	\$91	\$94	\$90	\$101	\$116	\$114	\$110	\$105	\$106	\$0	\$0	\$1,012
LANDSCAPE MAINTENANCE	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$0	\$0	\$119,704
AQUATIC CONTROL MAINTENANCE	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$0	\$0	\$86,167
AQUATIC MIDGE MANAGEMENT	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$0	\$0	\$125,833
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	\$350	\$0	\$0	\$1,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,400
STORM STRUCTURES REPAIRS	\$0	\$0	\$0	\$0	\$559	\$0	\$0	\$0	\$0	\$17,936	\$0	\$0	\$18,495
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$199	\$0	\$0	\$0	\$0	\$0	\$0	\$199
CAPITAL OUTLAY	\$5,857	\$0	\$0	\$0	\$0	\$0	\$0	\$28	\$0	\$0	\$0	\$0	\$5,885
<b>TOTAL EXPENDITURES</b>	<b>\$64,109</b>	<b>\$52,316</b>	<b>\$46,331</b>	<b>\$46,363</b>	<b>\$41,391</b>	<b>\$44,214</b>	<b>\$52,082</b>	<b>\$44,059</b>	<b>\$48,603</b>	<b>\$57,306</b>	<b>\$0</b>	<b>\$0</b>	<b>\$496,773</b>
<b>EXCESS REVENUES/(EXPENDITURES)</b>	<b>(\$63,917)</b>	<b>\$189,800</b>	<b>\$279,672</b>	<b>(\$24,373)</b>	<b>(\$28,698)</b>	<b>(\$38,410)</b>	<b>(\$37,311)</b>	<b>(\$38,037)</b>	<b>(\$44,763)</b>	<b>(\$57,095)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$136,869</b>

# Poinciana COMMUNITY DEVELOPMENT DISTRICT

## SPECIAL ASSESSMENTS FY2019 RECEIPTS

### MAINTENANCE

GROSS ASSESSMENTS \$ 499,824.26  
CERTIFIED NET ASSESSMENTS \$ 469,834.80  
100%

DATE	CHECK NO	GROSS ASSESSMENTS RECEIVED	DISCOUNTS	COMMISSIONS PAID	INTEREST INCOME	NET ASSESSMENTS RECEIVED	GENERAL FUND
11/14/18	ACH	\$ 907.08	\$ 36.30	\$ 17.42	\$ -	\$ 853.36	\$ 853.36
11/20/18	ACH	\$ 9,115.52	\$ 453.33	\$ 173.24	\$ -	\$ 8,488.95	\$ 8,488.95
11/23/18	ACH	\$ 11,187.32	\$ 447.70	\$ 214.79	\$ -	\$ 10,524.83	\$ 10,524.83
11/30/18	ACH	\$ 71,319.96	\$ 2,850.71	\$ 1,369.39	\$ -	\$ 67,099.86	\$ 67,099.86
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	\$ 212,239.85
1/15/19	ACH	\$ 22,149.60	\$ 664.65	\$ 429.70	\$ -	\$ 21,055.25	\$ 21,055.25
1/31/19	ACH	\$ -	\$ -	\$ -	\$ 572.77	\$ 572.77	\$ 572.77
2/15/19	ACH	\$ 12,932.53	\$ 250.66	\$ 253.64	\$ -	\$ 12,428.23	\$ 12,428.23
3/15/19	ACH	\$ 5,708.15	\$ 57.38	\$ 113.02	\$ -	\$ 5,537.75	\$ 5,537.75
4/15/19	ACH	\$ 14,667.58	\$ -	\$ 293.35	\$ -	\$ 14,374.23	\$ 14,374.23
4/26/19	ACH	\$ -	\$ -	\$ -	\$ 32.46	\$ 32.46	\$ 32.46
5/15/19	ACH	\$ 5,825.94	\$ 17.52	\$ 44.01	\$ -	\$ 5,764.41	\$ 5,764.41
6/17/19	ACH	\$ 1,363.06	\$ -	\$ 27.26	\$ -	\$ 1,335.80	\$ 1,335.80
6/19/19	ACH	\$ 2,302.82	\$ -	\$ 46.06	\$ -	\$ 2,256.76	\$ 2,256.76
7/25/19	ACH	\$ -	\$ -	\$ -	\$ 11.76	\$ 11.76	\$ 11.76
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COLLECTED		\$ 503,633.62	\$ 18,616.93	\$ 9,628.19	\$ 616.99	\$ 476,005.49	\$ 476,005.49
PERCENTAGE COLLECTED		101%					

### DEBT SERVICE

GROSS ASSESSMENTS \$ 1,517,469.41  
CERTIFIED NET ASSESSMENTS \$ 1,426,421.25  
100%

DATE	CHECK NO	GROSS ASSESSMENTS RECEIVED	DISCOUNTS	COMMISSIONS PAID	INTEREST INCOME	NET ASSESSMENTS RECEIVED	DEBT SERVICE FUND
11/14/18	ACH	\$ 3,004.74	\$ 120.18	\$ 57.69	\$ -	\$ 2,826.87	\$ 2,826.87
11/20/18	ACH	\$ 26,524.56	\$ 1,320.07	\$ 504.09	\$ -	\$ 24,700.40	\$ 24,700.40
11/23/18	ACH	\$ 33,113.75	\$ 1,324.44	\$ 635.79	\$ -	\$ 31,153.52	\$ 31,153.52
11/30/18	ACH	\$ 203,421.54	\$ 8,126.15	\$ 3,905.91	\$ -	\$ 191,389.48	\$ 191,389.48
12/11/18	ACH	\$ 360,736.57	\$ 14,422.53	\$ 6,926.28	\$ -	\$ 339,387.76	\$ 339,387.76
12/28/18	ACH	\$ 710,820.68	\$ 28,387.97	\$ 13,648.65	\$ -	\$ 668,784.06	\$ 668,784.06
1/15/19	ACH	\$ 64,926.57	\$ 1,946.56	\$ 1,259.60	\$ -	\$ 61,720.41	\$ 61,720.41
1/31/19	ACH	\$ -	\$ -	\$ -	\$ 1,744.76	\$ 1,744.76	\$ 1,744.76
2/15/19	ACH	\$ 38,417.01	\$ 745.98	\$ 753.42	\$ -	\$ 36,917.61	\$ 36,917.61
3/15/19	ACH	\$ 16,478.00	\$ 165.84	\$ 326.24	\$ -	\$ 15,985.92	\$ 15,985.92
4/15/19	ACH	\$ 43,735.38	\$ -	\$ 874.71	\$ -	\$ 42,860.67	\$ 42,860.67
4/26/19	ACH	\$ -	\$ -	\$ -	\$ 96.10	\$ 96.10	\$ 96.10
5/15/19	ACH	\$ 2,206.56	\$ 6.05	\$ 116.17	\$ -	\$ 2,084.34	\$ 2,084.34
6/17/19	ACH	\$ 3,949.40	\$ -	\$ 78.99	\$ -	\$ 3,870.41	\$ 3,870.41
6/19/19	ACH	\$ 7,065.95	\$ -	\$ 141.32	\$ -	\$ 6,924.63	\$ 6,924.63
7/25/19	ACH	\$ -	\$ -	\$ -	\$ 34.17	\$ 34.17	\$ 34.17
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COLLECTED		\$ 1,514,400.71	\$ 56,565.77	\$ 29,228.86	\$ 1,875.03	\$ 1,430,481.11	\$ 1,430,481.11
PERCENTAGE COLLECTED		100%					

### DIRECT BILLED ASSESSMENTS

TAYLOR MORRISON \$372,271.37 \$58,281.12 \$313,990.25

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

## SECTION 3

**NOTICE OF MEETING DATES  
POINCIANA  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the *Poinciana Community Development District* will hold the regularly scheduled public meetings for **Fiscal Year 2020** at **11:00 a.m. in the Starlite Ballroom at 384 Village Drive, Poinciana, Florida 34759** on the third Wednesday each month as follows unless indicated otherwise:

October 16, 2019  
November 20, 2019  
December 18, 2019  
January 15, 2020  
February 19, 2020  
March 18, 2020  
April 15, 2020  
May 20, 2020  
June 17, 2020  
July 15, 2020  
August 19, 2020  
September 16, 2020

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager at 135 W. Central Blvd., Suite 320, Orlando, FL 32801.

A meeting may be continued to a date, time, and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors may participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint  
Governmental Management Services - Central Florida, LLC  
District Manager

# SECTION D

# SECTION 1



# Poinciana Community Development District



August 21, 2019  
Clayton Smith - Field Services Manager  
GMS



Poinciana  
Community Development District

Field Management Report

August 21, 2019

To: George Flint  
District Manager  
From: Clayton Smith  
Field Services Manager

RE: Poinciana CDD – August 21, 2019

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

# Completed

## Aerator Maintenance

- ✚ General Maintenance performed
- ✚ Cleaning of panels and inspection.
- ✚ Contacted manufacturer about fuse issues. Some adjustments were made at manufacturers direction.
- ✚ Looking into Warranty options for compressors on one unit.



# In-Progress

## On-going Pond Reviews

- ✚ On-going pond site-review
- ✚ Inventorying and documenting any possible priority repairs for next budget year.
- ✚ Working with Engineer to determine priority and importance of items.



- ✚ New side-by-side vehicle purchased by GMS allows faster review of ponds.
- ✚ Monitoring, repairs and maintenance of pond structures and banks is ongoing.



# In Progress

## Additional Engineer Action Items

- ✚ Additional action items regarding pond D-2, E-31,
- ✚ Pond bank restoration company to restore all of E-31 and necessary parts of D-2.
- ✚ Work to begin September 2 and end September 11.



## Cleaning up landscape beds



- ✚ Planted beds with palm trees are having specified no longer needed supports removed.
- ✚ Working with landscaper to clean up and re-establish some bed edges.

# Upcoming Projects

## Mitered end section Washout



- ✚ Repair washout behind mitered end sections.
- ✚ Most economical approach to be taken.
- ✚ Breaking up MES and replacing with rip-rap or pond bank restoration.
- ✚ Next fiscal year due to budget.

## Pressure washing Tunnels

- ✚ Continue to monitor tunnels for a need to pressure wash/clean them.
- ✚ Tunnels could use pressure washing some time during beginning of FY 2020.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com) Thank you.

Respectfully,  
Clayton Smith





**PCDD Monthly Midge Treatment Report  
July 2019**

Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
PCDD TRUCK ULV	Venezia	7/1/19	7/1/19	2.5	mi	0.56	gal
PCDD TRUCK ULV	Bella Viana	7/1/19	7/1/19	2	mi	0.44	gal
PCDD TRUCK ULV	Lago Vista	7/1/19	7/1/19	0.4	mi	0.08	gal
PCDD TRUCK ULV	Monte Lena	7/1/19	7/1/19	0.7	mi	0.16	gal
PCDD TRUCK ULV	Rainbow Lakes	7/1/19	7/1/19	0.5	mi	0.11	gal
PCDD TRUCK ULV	Terra/Flora Vista	7/1/19	7/1/19	2.6	mi	0.58	gal
PCDD TRUCK ULV	Capri	7/1/19	7/1/19	0.8	mi	0.17	gal
PCDD TRUCK ULV	Portofino	7/1/19	7/1/19	1.2	mi	0.26	gal
PCDD ATV ULV	ATV-all ponds	7/3/19	7/3/19	9.1	mi	1.42	gal
PCDD TRUCK ULV	Venezia	7/8/19	7/8/19	2.5	mi	0.56	gal
PCDD TRUCK ULV	Bella Viana	7/8/19	7/8/19	2	mi	0.44	gal
PCDD TRUCK ULV	Lago Vista	7/8/19	7/8/19	0.4	mi	0.08	gal
PCDD TRUCK ULV	Monte Lena	7/8/19	7/8/19	0.7	mi	0.16	gal
PCDD TRUCK ULV	Rainbow Lakes	7/8/19	7/8/19	0.5	mi	0.11	gal
PCDD TRUCK ULV	Terra/Flora Vista	7/8/19	7/8/19	2.6	mi	0.58	gal
PCDD TRUCK ULV	Capri	7/8/19	7/8/19	0.7	mi	0.17	gal
PCDD TRUCK ULV	Portofino	7/8/19	7/8/19	1.2	mi	0.27	gal
PCDD ATV ULV	ATV-all ponds	7/11/19	7/11/19	7.1	mi	1.12	gal
PCDD TRUCK ULV	Venezia	7/15/19	7/15/19	2.5	mi	0.55	gal
PCDD TRUCK ULV	Bella Viana	7/15/19	7/15/19	2	mi	0.45	gal
PCDD TRUCK ULV	Lago Vista	7/15/19	7/15/19	0.4	mi	0.08	gal
PCDD TRUCK ULV	Monte Lena	7/15/19	7/15/19	0.7	mi	0.16	gal
PCDD TRUCK ULV	Rainbow Lakes	7/15/19	7/15/19	0.4	mi	0.11	gal
PCDD TRUCK ULV	Terra/Flora Vista	7/15/19	7/15/19	3.5	mi	0.59	gal
PCDD TRUCK ULV	Capri	7/15/19	7/15/19	0.8	mi	0.17	gal
PCDD TRUCK ULV	Portofino	7/15/19	7/15/19	1.2	mi	0.27	gal
PCDD ATV ULV	ATV-all ponds	7/18/19	7/18/19	9.9	mi	1.46	gal
PCDD TRUCK ULV	Venezia	7/22/19	7/22/19	2.3	mi	0.51	gal
PCDD TRUCK ULV	Bella Viana	7/22/19	7/22/19	2	mi	0.41	gal
PCDD TRUCK ULV	Lago Vista	7/22/19	7/22/19	0.4	mi	0.08	gal
PCDD TRUCK ULV	Monte Lena	7/22/19	7/22/19	0.7	mi	0.16	gal
PCDD TRUCK ULV	Rainbow Lakes	7/22/19	7/22/19	0.4	mi	0.11	gal
PCDD TRUCK ULV	Terra/Flora Vista	7/22/19	7/22/19	2.6	mi	0.58	gal
PCDD TRUCK ULV	Capri	7/22/19	7/22/19	0.8	mi	0.17	gal
PCDD TRUCK ULV	Portofino	7/22/19	7/22/19	1.2	mi	0.27	gal
PCDD ATV ULV	ATV-all ponds	7/25/19	7/25/19	9.7	mi	1.45	gal
<b>Total For The Month</b>				<b>79.00</b>	<b>mi</b>	<b>14.85</b>	<b>gal</b>

Abate 5% Pellets Larvicide Ponds	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
NONE FOR JULY						
<b>Total For The Month</b>			<b>0.00</b>	<b>ac</b>	<b>0.00</b>	<b>lb</b>

Abate 4E Larvicide Ponds	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
B1, E3	7/11/19	7/11/19	15.36	ac	23	oz
<b>Total For The Month</b>			<b>15.36</b>	<b>ac</b>	<b>23.00</b>	<b>oz</b>



## PCDD Monthly Treatment Report

Date between : 7/1/2019 and 7/31/2019

Customer Site ID	Treatment Date	Condition/Weeds Treated
10-A	7/1/19	Clean
10-B	7/1/19	Clean
A-1	7/10/19	Filamentous
A-1	7/10/19	Hydrilla
A-11	7/1/19	Clean
A-12	7/1/19	Clean
A-13	7/1/19	Clean
A-2	7/18/19	Filamentous
A-2	7/18/19	Spike Rush
A-20	7/10/19	Filamentous
A-21	7/24/19	Filamentous
A-22	7/24/19	Filamentous
A-3	7/1/19	Clean
A-4	7/1/19	Clean
A-5	7/1/19	Clean
A-6	7/1/19	Clean
A-7	7/1/19	Clean
A-8	7/15/19	Filamentous
A-8	7/15/19	Spike Rush
A-9	7/1/19	Clean
B-1	7/24/19	Filamentous
B-11	7/18/19	Filamentous
B-15	7/22/19	Clean
B-16	7/1/19	Clean
B-6	7/24/19	Alligator Weed
B-6	7/24/19	Chara spp.
B-6	7/24/19	Filamentous
B-6	7/24/19	Pennywort
B-6	7/24/19	Shoreline Grasses
C-1	7/18/19	Clean
C-10	7/10/19	Filamentous
C-10	7/10/19	Hydrilla
C-11	7/15/19	Filamentous
C-12	7/24/19	Filamentous
C-12	7/24/19	Hydrilla
C-13	7/1/19	Clean
C-14	7/1/19	Clean
C-15	7/15/19	Clean
C-16	7/1/19	Clean
C-17	7/17/19	Filamentous
C-18	7/1/19	Clean
C-19	7/17/19	Filamentous
C-2	7/8/19	Clean
C-20	7/10/19	Filamentous



C-20	7/10/19	Hydrilla
C-3	7/18/19	Clean
C-6	7/17/19	Filamentous
C-6B	7/17/19	Filamentous
C-8	7/1/19	Clean
C-9	7/10/19	Clean
D-1	7/1/19	Clean
D-10	7/1/19	Clean
D-11	7/1/19	Clean
D-2	7/1/19	Clean
D-3	7/1/19	Clean
D-4	7/1/19	Clean
D-5	7/18/19	Clean
D-6	7/1/19	Clean
D-7	7/1/19	Clean
D-8	7/1/19	Clean
D-9	7/1/19	Clean
E-1	7/18/19	Clean
E-11	7/2/19	Clean
E-18	7/2/19	Clean
E-19	7/2/19	Clean
E-2	7/18/19	Clean
E-21	7/2/19	Clean
E-3	7/18/19	Clean
E-31	7/2/19	Clean
E-5	7/18/19	Clean
E-6	7/2/19	Clean
E-8	7/2/19	Clean
F-7	7/18/19	Clean
POND B-5	7/24/19	Chara spp.
POND B-5	7/24/19	Filamentous



Poinciana Community Development District  
Monthly Midge Treatment Report

*July 1, 2019- July 31, 2019*

Night Truck Spray

- 43.2 Miles were sprayed

ATV ULV Spray

- 35.8 Miles were sprayed

Backpack Pellet Larvicide

- 0 Acres were treated

Boat Larvicide Treatments

- 15.36 Acres were treated

## SECTION 2

**Customer Complaint Log Poinciana CDD**

Date	Resident	Address	Pond	Contact	Complaint	Assigned To	Resolution	Date Resolved
6/17/19	Sylvester Brown	1232 Glendora Road N	P-D4	312-771-3005	Pond Draining	Clayton Smith	Spoke to homeowner	6/17/19
6/24/19	Roslyn Thinglestad	1227 Cambria Bend	C-10	863-427-3581	Algae/Hydrilla on pond	Clayton Smith	Sprayed	6/26/19
7/1/19	Elizabeth Kennedy	512 Santavita Place	C-10	561-601-4748	Midges	Clayton Smith	Sprayed	7/11/19
7/5/19	Roslyn Thinglestad	1227 Cambria Bend	C-10	863-427-3581	Algae/Hydrilla on pond	Clayton Smith	Sprayed	7/10/19
7/18/19	Leona Milano	205 Grand Canal Drive	A-911	516-545-1006	Debris in pond	Clayton Smith	Picked up	7/22/19
7/19/19	Honey Moskowitz	118 Verona Drive	D-4	863-852-8795	Barrier between ponds	Clayton Smith	New skimmer, not a barrier, spoke to homeowner	7/22/19
7/23/19	Inez Mitchell	501 Santavita Place	C-10	Not given	Algae on pond	Clayton Smith	Will be sprayed	8/19/19
7/29/19	Heather Hayes	364 New River Drive	B-16	703-282-7753	Midge Control	Clayton Smith	Not contracted for midges, but area inspected, no great evidence of midges	
7/31/19	Andrew Regalmunto	513 Montage Lane	C-19	630-470-1110	Algae on pond	Clayton Smith	Will be sprayed	8/19/19
8/1/19	Marilyn Uslan	328 New River Drive	B-16	732-406-5588	Midge Control	Clayton Smith	Not contracted for midges, but area inspected, no great evidence of midges	
8/6/19	Elizabeth Kennedy	512 Santavita Place	C-10	561-601-4748	Midge Control	Clayton Smith	Will be sprayed	8/19/19
8/9/19	Robert Zimbardi	524 Catania Lane	B-1	863-427-1531	Midge Control	Clayton Smith	Complimentary barrier treatment	8/12/19
8/9/19	Linda Simko	561 Grand Canal Drive	A-1213	330-281-3929	Algae/Midge Control	Clayton Smith	TBD	
8/15/19	Andrew Regalmunto	513 Montage Lane	C-19	630-470-1110	Algae on pond	Clayton Smith	TBD	