

Poinciana
Community Development District

Agenda Package

October 21, 2020

AGENDA

Poinciana
Community Development District

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

October 14, 2020

**Board of Supervisors
Poinciana Community
Development District**

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet **Wednesday, October 21, 2020 at 11:00 AM via Zoom webinar: <https://zoom.us/j/97635377550>**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period on Agenda Items
3. Approval of Minutes of the August 19, 2020 Board of Supervisors Meeting and Acceptance of the Minutes of the August 19, 2020 Audit Committee Meeting
4. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2020
5. Fiscal Year 2021 Contract Amendments/Extensions
 - A. Consideration of Amendment to Aquatic Management Agreement with Clarke Environmental
 - B. Consideration of Extension to Midge Control Services Agreement with Clarke Environmental
 - C. Consideration of Extension to Landscape Maintenance Agreement with Floralawn
6. Ratification of Proposal from Amtec to Provide Arbitrage Rebate Calculation Services
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Action Items List
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - D. Field Manager
 - i. Field Manager's Report
 - ii. Customer Complaint Log
8. Supervisor's Requests
9. Other Business
10. General Audience Comments
11. Next Meeting Date – November 18, 2020
12. Adjournment

The second 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 third order of business is the approval of minutes from the August 19, 2020 Board of Supervisors meeting and acceptance of the minutes from the August 19, 2020 Audit Committee meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of agreement with Grau & Associates to provide auditing services for the Fiscal Year 2020. A copy of the agreement is enclosed for your review.

The fifth order of business is the consideration of the Fiscal Year 2021 contract amendments/extensions. The amendments/extensions to the aquatic, midge control and landscape agreements are enclosed under Sections A - C for your review.

The sixth order of business is the ratification of agreement with Amtec to provide arbitrage rebate calculation services for the Series 2012 bonds. A copy of the agreement is enclosed for your review.

The seventh order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 is the Action Items List for your review. Sub-Section 2 includes the check register for approval and Sub-Section 3 includes the balance sheet and income statement for your review. Section D is the Field Manager's Report. 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,



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, August 19, 2020 at 11:00 a.m. via Zoom video conferencing, due to the COVID-19 virus.

Present and constituting a quorum were:

Lita Epstein	Chairperson
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
Kristen Trucco	LLEB
Kathy Leo	District Engineer
Tim Gardner	Clarke
John Greene	Clarke
Tricia Adams	GMS
Residents	

The following is a summary of the discussions and actions taken at the August 19, 2020 Poinciana Community Development District's Board of Supervisors Meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Epstein called the meeting to order at 11:10 a.m. and all Board Members identified themselves. A quorum was established.

SECOND ORDER OF BUSINESS

Public Comment Period on Agenda Items

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the May 20, 2020 Meeting

Mr. Reed stated on Page 6, “Ms. Reed” should be “Mr. Reed.”

On MOTION by Mr. Reed seconded by Mr. Zimbardi with all in favor the minutes of the May 20, 2020 meeting were approved as amended.

FOURTH ORDER OF BUSINESS

Presentation by Clarke on Midge Management

Mr. John Greene, of Clarke presented the following slide presentation:

- **Midge Control:** Clarke was currently using Abate® for midge and mosquito control and would continue through the end of the year and then transition to Natular®.
- **Stormwater Systems:** Have a direct impact on midge production. The challenge is giving each pond an environmental advantage so it functions naturally.
- **History of Clarke:** Clarke has been in business for 46 years and has an office in Kissimmee. Their clients include The Villages and Lakewood Ranch. Certified to evaluate stormwater systems to ensure proper function, licensed to apply herbicides in preserves and wetlands and have a public health license to support different agencies and residents during mosquito borne disease outbreaks. The goal is to observe, inform, provide options and plan for midge control.
- **Adult Midges:** Also called “Blind Mosquitos,” but do not bite, suck blood or carry disease. They are filter feeders, mate and then die; therefore, it was important to kill the midges before mating or lay eggs into ponds. Their plan was to break the reproductive cycle by treating the water, air and the land with a barrier product and a fogging program. Midges like areas where there was no predatory fish, low dissolved oxygen and high nutrient loads.
- **Species of Midges:** Large or “edge midges” grow along the bank and small green or “phantom midges” grow in sediment and deep water in the middle of ponds. Same family as mosquitos, aquatic borne and dependent upon water. When grouped together, midges look similar to a cloud and are attracted to light.

- **Integrated Pest Management:** Based on two different components; one to identify the midge larvae in ponds and treat in the water while in larvae stage before hatching and the second to treat the environment once they hatch. Eradicating midges was a game of suppression. Their plan was to add more oxygen to the water under a nutrient abatement program, ensuring landscapers were familiar with Florida friendly landscaping, applying fertilizers at the appropriate time and place and not blowing grass clippings into the pond as well as adding littoral plants to limit the amount of nutrients into water bodies.

Mr. Zimbardi questioned the following:

- Are midges the official name? Mr. Greene stated the actual name was aquatic midges.
- Are the egg masses on the edges observable from the bank? Mr. Greene answered not typically. Once they hatch, their exoskeleton will peel off and look like pieces of rice. Mr. Zimbardi requested a picture.
- How long does the fogging of the adult midges last? Mr. Greene stated fogging would kill whatever was out of the water. It did not have a residual effect. Mr. Zimbardi requested a change in the fogging process for more effective results, such as a barrier spray. Mr. Greene would speak with his staff about leaning towards barrier than ULV.
- Is the treatment the same for phantom and edge midges? Mr. Greene stated that they were not the same, based upon the geology of each pond. Edge midges like sandy soil versus the phantom midges that cocoon in the muck layer. A boat with a GPS was utilized to apply the treatment to control the amount of product into the water. They were killed by contact with the product versus the edge midges, which were treated with a 30-day granular product. It was not as easy to kill the phantom midges as the edge midges.

Supervisor Lambrides joined the meeting at this time.

Mr. Reed voiced concern about the pond banks as there were grass clippings in the water in certain locations, suggesting bank management on all pond banks. Mr. Zimbardi stated that he

spoke to Floralawn about cutting the bank in one direction only blowing grass clippings away from the water, but they refused. Ms. Leo stated these were stormwater ponds and every time it rained, runoff from highly fertilized yards go into the drainage system. Mr. Greene recommended littoral plantings to stabilize lake banks and provide a habitat for fish that like to eat midges and keep nutrients out of the pond. Mr. Reed requested a proposal from Clarke. Mr. Smith stated residents did not want plantings and suggested not mowing the last three feet of the pond bank and allowing it to grow; however, it could contribute to erosion of the lake bank. Mr. Zimbardi suggested dragonflies. Mr. Greene believed they would have good results with dragonflies, which were a natural predator. Without a chemical control program, midge flies would return. Mr. Greene suggested determining which ponds had edge versus phantom midges and would provide recommendations to Mr. Smith.

Mr. Reed understood the District was taking over the wetlands in Solavita, but there was no wetland contract to address future issues. Ms. Leo explained the long-term permits did not permit the application of an insecticide into a wetland area. Ms. Lambrides would take pictures and send an email to the management company to forward to Ms. Leo. Mr. Greene believed the Water Management District managed wetlands in perpetuity. Mr. Reed proposed the District do further investigation on the turnover regarding maintenance; however, the cost would be prohibitive to that area. Ms. Adams advised before parcels were turned over to the District, there would be plenty of notification, planning and discussion opportunity for the maintenance of additional parcels being turned over to the District. Mr. Greene had a license in Natural Area Wetland management and offered to assist the Board.

FIFTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2020-04 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations

On MOTION by Ms. Lambrides seconded by Mr. Luddy with all in favor the public hearing on the Fiscal Year 2021 budget was opened.

There were no public comments.

On MOTION by Ms. Lambrides seconded by Mr. Luddy with all in favor the public hearing on the Fiscal Year 2021 budget was closed.

Ms. Adams explained Resolution 2020-04 adopted the Fiscal Year 2021 Budget, which started on October 1, 2020 and ended on September 30, 2021, setting the operations for the General and Debt Service Funds. There were no substantive changes since the Proposed Budget was approved in May. Ms. Epstein pointed out through 2020, there was a surplus of \$92,000 and questioned if it was due to the fee increase last year. Ms. Adams explained the District was contemplating acquiring additional assets to maintain the assets and these funds could be used for that purpose. Ms. Adams spoke to the District Manager yesterday about the current assessment level being stressed at some point; however, with the current budget, there was adequate funding to maintain all assets the District currently has and the stress was in future years.

Mr. Reed questioned the following:

- Why was \$7,033 budgeted for Trustee Fees? Ms. Adams explained the current year was \$7,020 and the current amount budgeted was for anticipated Trustee Fees for Fiscal Year 2021.
- What type of insurance is under Administrative Expenditures? Ms. Adams explained insurance was required by the District to protect the District in terms of liability and to protect the Board of Supervisors. There was also property insurance for tangible assets of the District.
- What is unplatted residential based on under Projected Fiscal Year 2021 O&M Assessments? Ms. Adams explained the unplatted lots were the undeveloped lots the developer had not yet platted and filed with the county. She would provide information on specific acreage. Ms. Carpenter clarified the unplatted lots were originally planned in the development. If those were changed, it could change the assessment. Once they were platted, there was a true-up process.

Ms. Epstein pointed out a large section on Solivita Boulevard had not been platted. Mr. Zimbardi asked when the properties would be platted. Ms. Adams stated it was up to the developer. Ms. Epstein confirmed only five houses closed in July and they were not building any more models.

On MOTION by Mr. Luddy seconded by Mr. Reed with all in favor Resolution 2020-04 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations was adopted.

B. Consideration of Resolution 2020-05 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams presented Resolution 2020-05, allowing the District to use the uniform tax collection method and include assessments as part of the property tax bill.

On MOTION by Mr. Zimbardi seconded by Mr. Luddy with all in favor Resolution 2020-05 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

SIXTH ORDER OF BUSINESS

Acceptance of Audit Committee Recommendation and Selection of #1 Ranked Firm to Provide Auditing Services

Ms. Adams stated the Audit Committee recommended Grau & Associates as the number one ranked firm.

On MOTION by Mr. Luddy seconded by Mr. Zimbardi with all in favor accepting the Audit Committee’s recommendation of Grau & Associates as the number one ranked firm to provide auditing services for five years and staff entering into negotiations with the number one ranked firm was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

Mr. Zimbardi asked with the all of the rain, whether the stormwater system was operating. Mr. Smith had no concerns, as the water flowed into the wetlands in surrounding areas. There was no danger of the wetlands overflowing, unless it was out of their control.

C. District Manager

i. Action Items List

Ms. Adams reported on the following action items:

- **CDD Merger:** On hold until after the General Election. There was no point considering a merger until the Boards were sure about how to proceed.

Ms. Epstein understood the Poinciana West CDD did not want to merge with the Poinciana CDD, due to the Poinciana CDD having more liabilities. Only one Poinciana West

CDD Supervisor was in favor of merging and two people decided to take the opposite position. She did not know their decision of the new person. All Supervisors on the PWCDD ran unopposed for the 2020 election. Ms. Epstein did not want to spend any additional money. The Board agreed.

- **Feasibility of Meetings:** This item was on hold. Mr. Reed would coordinate with the District Manager regarding meetings between the CDD, HOA and developer to determine how to proceed.
- **CDD Pond Ownership on Golf Course:** The District Engineer addressed this issue briefly, describing it as typical installation and stormwater system maintenance that benefitted the District. District Staff looked at bond documents and there was no additional information to report on at this time.
- **Methodology for Golf Course Assessments:** In process.
- **Gambusia and Grass Shrimp Proposal:** Would be discussed under the Field Manager Report. Mr. Flint was supposed to contact the Fishing Club President for further information.

Regarding Item 3, Mr. Reed understood that the CDD was paying for pond maintenance for ponds surrounded by the golf course and the Poinciana community. Since residents benefitted by seeing the ponds maintained by the District, he questioned whether residents should pay a portion of the cost for ponds against their property. When the CDD takes over, the CDD would be responsible for all costs. Ms. Leo explained the ponds were not part of the CDD boundaries and the District could not assess areas outside of the CDD. Mr. Smith stated the golf course maintained those ponds; however, there were maintenance issues because of golf course personnel issues. Mr. Zimbardi asked Ms. Leo to find out which ponds the golf course maintained. Mr. Smith stated the golf course maintained Pond E5 because it involved the pump system. At Mr. Reed's request, Ms. Leo would provide a list of ponds the golf course maintained at the next meeting. Ms. Adams would include on the Action Item List that the District Engineer would research issues related to the surface water irrigation used by the golf course.

ii. Approval of Check Register

Ms. Adams presented the check register.

On MOTION by Mr. Zimbardi seconded by Mr. Luddy with all in favor the May 12, 2020 through August 12, 2020 Check Register in the amount of \$145,115.51 was approved.

iii. Balance Sheet and Income Statement

Ms. Adams reported after the preparation of the agenda package was completed, the direct bill assessments were satisfied for this year.

On MOTION by Mr. Zimbardi seconded by Ms. Epstein with all in favor the Financial Statements through July 31, 2020 were approved.

iv. Approval of Fiscal Year 2021 Meeting Schedule

Ms. Adams stated the Fiscal Year 2021 meeting schedule was consistent with what the Board approved in prior years. The Governor extended the current Executive Order allowing for virtual meetings through October 1, 2020 and the September meeting would be held via Zoom.

On MOTION by Mr. Luddy seconded by Ms. Lambrides with all in favor the Fiscal Year 2021 meeting schedule as presented was approved.

D. Field Manager

i. Field Manager’s Report

Mr. Smith reviewed the Field Manager’s Report, a copy of which was included in the agenda package. All action items were complete. Aerator maintenance continues to keep the ponds clean. Mr. Smith was able to get a warranty from the manufacturer. Additional compressors were ordered as backups. In the future, diffusers will be pulled out of the water, cleaned and placed back into the water to ensure proper airflow. Mr. Smith was working with Clarke on installing a test fountain at B-1, but the cost was high; \$20,000 to \$25,000 to bore under the road to get power from the guard shack, in addition to the cost of the fountain and maintenance. Mr. Luddy asked if lighting along the entrance could provide power. Mr. Smith indicated it must be 220 and would involve permitting. Mr. Smith recommended stocking the ponds with Gambusia, which were inexpensive and multiplied quickly, along with Grass Shrimp.

Mr. Smith presented a proposal for the removal and replacement of Bottlebrush trees. Mr. Reed suggested replacing with Cypress trees. Mr. Smith stated Cypress trees did well on a lake bank and were meant to be near water bodies versus Bottlebrush trees, which were further up the

lake bank. Ms. Epstein agreed, as Cypress trees were heartier and lasted longer. Mr. Luddy requested an aerial photograph. Discussion ensued and the Board preferred removing the trees and replacing with sod. Ms. Epstein appreciated the job Mr. Smith was doing.

On MOTION by Mr. Reed seconded by Mr. Luddy with all in favor the proposal from Floralawn for the removal of Bottlebrush trees, stump grinding and replacing with sod in an amount not-to-exceed \$800 and authorization for Mr. Smith to negotiate with the best price was approved.

Mr. Smith presented a proposal from GMS to stock Pond B-1 with 10,000 Gambusia and 1,000 Grass Shrimp; however, he recommended waiting until October through December.

On MOTION by Mr. Zimbardi seconded by Ms. Lambrides with all in favor the proposal from GMS for stocking Pond B-1 with 10,000 Gambusia and 1,000 Grass Shrimp in the amount of \$1,536.45 was approved.

ii. Customer Complaint Log

Mr. Smith presented the lake reports from the past two months and the complaint log. Mr. Zimbardi asked who was responsible for overgrown and fallen trees. Mr. Smith stated they were the responsibility of the developer.

EIGHTH ORDER OF BUSINESS

Supervisor’s Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

General Audience Comments

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Next Meeting Date – September 16, 2020

Ms. Epstein announced the next meeting was scheduled on September 16, 2020 at 11:00 a.m.

TWELFTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
POINCIANA
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of the Poinciana Community Development District was held on Wednesday, August 19, 2020 at 11:00 a.m. via Zoom video conferencing, due to the COVID-19 virus.

Present were:

Lita Epstein
Michael Luddy
Robert Zimbardi
Tony Reed
George Flint
Kristen Trucco
Kathy Leo
Clayton Smith
Tricia Adams

The following is a summary of the discussions and actions taken at the August 19, 2020 Audit Committee meeting of the Poinciana Community Development District. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the Audit Committee meeting to order at 11:00 a.m. and called the roll. All members of the Audit Committee were present with the exception of Ms. Lambrides.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the May 20, 2020 Meeting

Ms. Epstein asked for questions or comments on the Audit Committee minutes.

On MOTION by Mr. Luddy seconded by Mr. Zimbardi with all in favor the Minutes of the May 20, 2020 Meeting as presented were approved.

FOURTH ORDER OF BUSINESS

**Tally of Audit Committee Member
Rankings and Selection of Auditor**

Ms. Adams stated that Grau & Associates and Berger, Toombs, Elam, Gaines & Frank submitted proposals in response to the Request for Proposal (RFP), and requested that the Audit Committee rank the firms, based on the criteria on the scoring sheet. Both auditing firms were highly qualified and worked with the District in the past. The District budgeted \$3,540 for auditing services and the current auditor was Berger, Toombs, Elam, Gaines & Frank.

Ms. Epstein ranked Grau & Associates, 100 points and Berger, Toombs, Elam, Gaines & Frank, 98 points. The difference was in price. Mr. Luddy agreed. Mr. Zimbardi ranked Grau & Associates, 100 points and Berger, Toombs, Elam, Gaines & Frank, 99 points. Mr. Reed ranked Grau & Associates, 100 points and Berger, Toombs, Elam, Gaines & Frank, 90 points.

Ms. Adams confirmed Grau & Associates would be ranked number one and Berger, Toombs, Elam, Gaines & Frank would be ranked number two. Staff would provide Grau & Associates with an agreement for auditing services for five years.

FIFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Luddy seconded by Mr. Zimbardi with all in favor the Audit Committee meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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September 22, 2020

Board of Supervisors
Poinciana Community Development District
c/o GMS - CFL, LLC
219 E. Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Poinciana Community Development District, Polk County, Florida ("the District") for the fiscal year ended September 30, 2020, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Poinciana Community Development District as of and for the fiscal year ended September 30, 2020, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you

are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSOFL.COM, PH: (407) 841-5524.

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,300 for the September 30, 2020 unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. The fees for the fiscal years 2021, 2022, 2023, and 2024 will not exceed \$3,400, \$3,500, \$3,600 and \$3,700, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without cause, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Poinciana Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

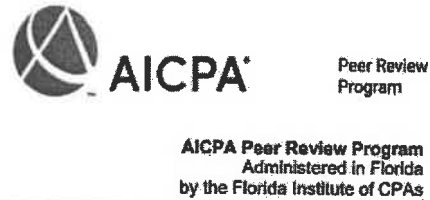
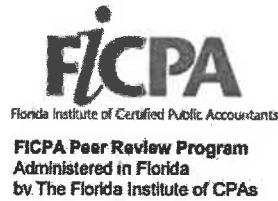
RESPONSE:

This letter correctly sets forth the understanding of Poinciana Community Development District.

By: _____

Title: _____

Date: _____



February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

SECTION V

SECTION A



3036 Michigan Avenue
Kissimmee, FL 34744
407.944.0520 p
407.944.0709 f
www.clarke.com

September 22, 2020

GMS
135 W Central Blvd
Suite 320
Orlando FL 32801
Attn: Clayton Smith

RE: PCDD account # 088101

Dear Clayton,

It is truly our pleasure to provide the Poinciana Community Development District aquatic services. On behalf of the entire Clarke team, I would like to thank you for your continued business.

We are requesting that Clarke's current maintenance contract with PWCDD be renewed for an additional year. This would include a pricing increase of 1.5% as we discussed earlier this year. This is for the fiscal year of 10/20 through 9/21. This brings the current monthly service fee of \$8,616.66 to \$8,745.91 which is an increase of \$129.25 a month. A total annual increase of \$1,551.00. Therefore, the annual fee \$103,399.92 increases to \$104,950.92

Thank you in advance for your consideration as we look forward to serving PCDD for years to come.

Sincerely,

Tim Gardner

**AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT
AND CLARKE AQUATIC SERVICES, INC. FOR THE PROVISION OF AQUATIC
MAINTENANCE SERVICES**

This Agreement (the "Agreement") is made and entered into as of the 1st day of October, 2018, by and between:

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

Clarke Aquatic Services, Inc. an Illinois corporation, whose local address is 3036 Michigan Avenue, Kissimmee, Florida 34744 (the "Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established to plan, construct, install, acquire, finance, manage, and operate public improvements and community facilities pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District has a need to retain an independent contractor to provide aquatic maintenance services for the stormwater management ponds within the District; and

WHEREAS, the Contractor submitted a price quotation and represents that it is qualified to serve as an aquatic maintenance contractor and provide such services to the District.

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. MANNER OF CONTRACTOR'S PERFORMANCE.

- A. The Contractor shall provide the specific aquatic maintenance services as shown in **Exhibit A**, attached and incorporated herein (the "Services") within the stormwater management ponds within the District identified in **Exhibit B**, attached and incorporated herein.
- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services including the Florida Friendly green

industry standards of the Florida Department of Environmental Protection. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.

1. At no time shall the Contractor utilize any products, compounds, or materials that contain copper in any form in any of the water bodies within the project area unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Usage of such products, compounds, or materials must also be in compliance with applicable Southwest Florida Water Management District ("SWFWMD") rules and any and all SWFWMD permits issued to the District.
 2. Contractor shall ensure that employees who work with registered and restricted-use herbicides are certified as to qualifications for handling and applying material safely and correctly in accordance with the Florida Pesticide Law administered by the Florida Department of Agriculture and Consumer Services. Due to the presence of wetlands, such employees shall possess a Florida Aquatic Pesticide License and other applicable certifications. The Contractor shall also be familiar with the Fish and Wildlife Conservation Commission's Chapter 68F-20: Aquatic Plant Management Permits. Prior to the utilization of herbicides on site, the Contractor will furnish to the District, copies of all required licenses and applicable permits for treatment and/or removal of aquatic plants in waters of the State. The Contractor shall at all times abide by each herbicide label.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. As compensation for the Services described in this Agreement and **Exhibit A**, the District shall pay Contractor Eight Thousand Six Hundred Sixteen Dollars and Sixty-Six Cents (\$8,616.66) per month, which amount includes all tools, labor, and materials necessary to complete the Services. The term of this Agreement shall be from October 1, 2018 through September 30, 2019, unless terminated earlier in accordance with the terms of this Agreement.

- B. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement as set forth in Section 4 herein.
- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. CHANGE ORDERS. Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

SECTION 5. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation

statutory

General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$1,000,000
Herbicide/Pesticide Applicators Coverage	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 6. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 7. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order,

request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 9. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 12. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Michael C. Eckert

B. If to Contractor: Clarke Aquatic Services, Inc.
3036 Michigan Avenue
Kissimmee, Florida 34744
Attn: Pete Deglomine

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 13. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 16. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

SECTION 17. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement

proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 19. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 20. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 21. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain

public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.


SECTION 24. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ATTEST:


**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT**



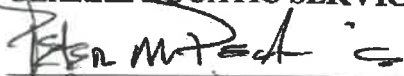
Witness



Chairman, Board of Supervisors



Witness *Amy Solis*

CLARKE AQUATIC SERVICES, INC.


By: *Peter M. DeGloria*
Its: *CONTROL CONSULTANT*

- Exhibit A:** Scope of Services
- Exhibit B:** Identification of Ponds

Exhibit A Scope of Services

Poinciana CDD
Aquatic Plant Maintenance

Scope of Services
September 2013

Scope of Services

I. PROJECT SCOPE

The Contractor shall perform maintenance services of the Poinciana CDD Ponds shown on the map in Exhibit D. Maintenance services of the areas shown in the Contract Drawings will include, but are not limited to, treatment removal and offsite disposal of "nuisance vegetation" and algae treatment. The removal or treatment of nuisance species shall occur at a frequency that prohibits flower or seed production. The maintenance services will comply with the requirements set forth within this Scope of Services. The following is a Project overview describing the various entities within the Poinciana CDD and the limits of service.

1.1 General Overview

Solivita, located in Polk County south of Pleasant Hill Road, is a planned residential community.

1.2 Community Development District (CDD)

The Poinciana Community Development District ("District" or "CDD") is a special-purpose government which was created pursuant to Chapter 190, Florida Statutes and established on the property via an ordinance enacted, ordered and approved by Polk County.

The CDD areas to be included in this aquatic plant maintenance Scope of Services include CDD-managed stormwater management ponds, outfalls and related improvements. These areas are numbered on the attached map.

1.3 Pond Management Program Objectives

The Poinciana CDD desires to manage its stormwater ponds in a way that directs the ponds toward a natural balance that reduces the need for chemical control of aquatic plants utilizing "Florida Friendly™ Landscaping" practices, "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries," Florida DEP, 2008 edition <http://www.dep.state.fl.us/water/nonpoint/docs/nonpoint/gm-ind-bmp-en-12-2008.pdf> and other resources setting forth best practices for the protection of waterfronts. Accordingly, the following objectives for this program are identified:

- To provide responsible environmental ecological management of the lakes and stormwater facilities under the management jurisdiction of the Poinciana CDD.
- To eliminate or bring under control all exotic invasive and problematic native aquatic plants in the CDD's lakes and stormwater facilities.
- To ensure that the lakes and stormwater facilities are maintained to create an environmentally sound and aesthetically appealing aquatic community.
- To use Integrated Pest Management (IPM) practices in meeting these objectives.

Integrated Pest Management is a method of conducting proper aquatic vegetation management with minimum impact on human health, the environment, and non-target organisms. IPM is not a single chemical approach or strategy but a decision-making process that involves a combination of practices to control problems. Control tactics can include cultural or biological measures. For example, reduction of lakeshore fertilizing activities, installation of shoreline plants, stocking triploid carp, pond aeration and/or increased education of the public on IPM practices and potential effects of pesticides on health and the environment might be considered for reaching the desired natural balance. IPM requires more information, thought and team planning than ordinary, single approach management strategies, but the

outcome is a healthier community and environment, and lower management costs. Therefore, the primary service desired from the Aquatic Maintenance Contractor ("Contractor") is the contractor's knowledge about aquatic systems and plant management, and not the Contractor's ability to apply pesticides.

1.4 Contractor Adherence to the Scope of Services

The Contractor shall recognize and perform in accordance with the contract terms, written specifications, and/or drawings contained or referenced herein.

1.5 Access to Jobsite

The District shall furnish access to all areas of the jobsite where the Contractor is required to perform under the terms of this Scope of Services.

2. General Requirements and Procedures

The Contractor shall meet the requirements and follow the procedures associated with all items set forth in the Contract Documents including, but not limited to, the following:

2.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the District through its District Manager. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the District Manager or its Designee. The District Manager or its Designee will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the District. The Contractor shall be responsible for security of the maintenance areas during working hours and for locking all gates (if applicable) each day.

2.2 Key Personnel

2.2.1 All Services shall be managed and/or directed by key personnel identified by the Contractor in the proposal. Any changes in the assigned key personnel shall be subject to approval by the District Manager. Where applicable, the Contractor shall require that certifications, training, etc., be secured and updated for all employees for the maintenance and technical services performed under this contract.

2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at this site. This Manager shall serve as the point of contact between the District Manager and Contractor. The Project Manager shall be responsible for coordinating all scheduled services with the District Manager and for the timely scheduling of unscheduled maintenance services.

2.2.3 Contractor will provide the name and résumé of the onsite foreman that will be responsible for supervising and/or completing all field services. The résumé shall list the firms who have employed the foreman for work similar to that to be performed under the Contract. Contractor must demonstrate that the onsite foreman can identify all the plant species that are included as nuisance vegetation on this project.

2.2.4 The Contractor shall ensure that all employees who use or are in contact with registered and restricted-use herbicides are certified as required by the appropriate regulatory agencies and are knowledgeable as to qualifications for handling material safely and correctly in accordance with the

Federal Environmental Pesticide Control Act of 1972 (PL92-516, FIFRA). Such employees shall also possess, or be under the direct supervision of an employee who possesses the Florida Department of Agriculture's Public Applicator Certification for use of restricted pesticides.

2.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the District Manager is unsightly of any reason, shall be strictly prohibited. The Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices. Applicators must use at least minimum personal protective equipment (PPE) required by the label of the materials being handled.

2.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Solivita community and the Poinciana GDD are knowledgeable of the Project and the Services the Contractor is performing.

2.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items necessary to protect its employees and the general public, if applicable.

2.6 Facility Location

The District shall not provide a facility on the Project Site for the Contractor as part of this Scope of Services. No fuels, oils or chemicals are permitted to be stored on site.

2.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply:

- The Contractor shall reserve the right to hire qualified Subcontractors to perform specialized functions or work including specialized equipment as may be required, at Contractor's expense.
- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

2.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall reserve the right to hire qualified consultants to perform specialized functions or work including specialized equipment as may be required, at Contractor's expense
- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

2.9 Document Control and Data Management

2.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A document log shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The log shall outline document titles and dates, the originator, received dates, and to/from information. This log shall be updated monthly and submitted to the District Manager when requested.

2.9.2 Data Maintenance

The Contractor shall, after review with the District Manager, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

2.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the District identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the District Manager.

2.10 Verification of Data

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the District Manager verbally and in writing, upon discovery.

2.11 Ownership of Data

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the District or third parties, are the sole properties of the District. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the District through the District Manager at the conclusion of the Project, after which no copies of the data may be kept by the Contractor without the express written permission of the District.

The District shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the District immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the District.

2.12 Quality Control

The District will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the District's opinion does not meet the requirements of these specifications.

If requested by the District Manager, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the District Manager, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the District Manager outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the District Manager with a weekly updated maintenance log addressing all activities occurring in that week.

2.13 Insurance

As more fully described in the agreement for services, the Contractor will provide Worker's Compensation, Unemployment Insurance, and any other insurance required by law. In addition, the Contractor will carry Public Liability and Automobile Insurance to the limits required by the District.

2.14 Materials

All materials shall conform to bid specifications. The Contractor will meet all agricultural licensing and reporting requirements.

2.15 Licensing and Permits

Contractor shall maintain any applicable license and permit requirements of Polk County, the State of Florida, the Federal Government as well as all other requirements of the law.

2.16 Liability

Throughout the entire project, Contractor shall be liable for any damage of any kind whatsoever that is caused by the negligence of the Contractor, its agents or employees. Throughout the entire work area, the Contractor shall replace or reimburse the District for the cost of replacement and/or repairs, at the Contractor's own expense, any turf and ornamental plants killed or damaged by herbicide application or mechanical equipment. The Contractor shall be completely responsible for any environmental cleanup resulting from chemical or fuel spills that occur in the course of business.

2.17 Contractor Responsibilities

- 2.17.1 The Contractor shall have demonstrated experience in total pond system management. Contractor personnel applying herbicides for the management of aquatic plants shall be certified/licensed by the Florida Department of Agriculture and Consumer Services (FDACS) for Aquatic Pest Control.
- 2.17.2 At a minimum, the job supervisor and ideally all on site personnel shall have been trained in Integrated Pest Management, Florida Friendly management practices or similar best management practices. Evidence of such training will be provided.
- 2.17.3 No pest management treatments are to be conducted unless the problem has been identified and scouted. Integrated Pest Management (IPM) is a decision-making approach to managing invasive and undesirable vegetation. Monitoring and identification of the problem is one of the most important components of IPM.
- 2.17.4 The Contractor will use the least toxic herbicides only when other control methods would not be effective or practical in maintaining the established level of service.
- 2.17.5 The Contractor will avoid disruption of natural enemies by becoming familiar with beneficial organisms. The Contractor will use available charts and literature to evaluate impact of control strategies and their toxicity to specific natural enemies.
- 2.17.6 Pesticide efficacy can vary from one area to another, one location to another, and even from one year to the next in the same location. It is essential when pesticides have to be used to select the correct materials based upon their least toxic impact and efficacy. Record keeping will be used to support selections.
- 2.17.7 Regular monitoring of pest and beneficial populations will determine the optimal times for applying pesticides or other practices and to enhance their effectiveness. The Contractor will control undesirable vegetation during the most vulnerable point in their life cycle or growth period. Young, actively growing weeds are usually the easiest to control or remove. The Contractor will control weeds before they produce seeds.
- 2.17.8 The Contractor will follow the label to determine the rate and method of application. The control action chosen must focus on the site of the problem so that only the areas that need to be treated are targeted. Proper application will maximize effectiveness and minimize effects on beneficial organisms. The goal is to use the most environmentally responsible and effective pesticide.
- 2.17.9 Liquid sprays must not be applied when winds exceed 10 mph to minimize any undesirable drift.
- 2.17.10 Personnel assigned to this contract shall use at least minimum personal protective equipment (PPE) required by the label of materials being handled.
- 2.17.11 The Contractor will establish action thresholds for undesirable plant levels to determine when numbers or situations pose a problem. The Contractor will maintain records of numbers or kinds of problems to track occurrence and to evaluate actions taken.
- 2.17.12 The Contractor will adhere to the following pesticide procedures:
- Proper application techniques
 - Knowledge and actions to follow in the event of a pesticide spill

- Proper pesticide transporting and handling procedures
 - Cleaning and calibration of equipment procedures
 - Storage and disposal of pesticide containers
 - Scouting and record keeping – summary reports of pond observations and management strategies are to be routinely filed with the District Manager
 - Strict compliance with each EPA label's PPE requirements
 - Maintenance of up-to-date records of pesticides applied, by treatment area.
- 2.17.13 Use of any product being phased out or banned by State or Federal agencies is prohibited under this contract.
- 2.17.14 The Contractor shall provide at his own risk and cost, all labor, materials, tools, equipment, transportation, hauling, biological controls, pesticides, chemicals and other items needed to perform the aquatic plant management work under this contract.
- 2.17.15 All work shall be performed on weekdays during normal business hours unless other arrangements are made on a case-by-case basis.
- 2.17.16 Access to pond work sites can sometimes be limited; therefore, ATV use rather than trucks is preferred. Pond banks, littoral shelves and other portions of the work site shall not be rutted or otherwise damaged. Electric-powered vehicles are preferred where practical, but muffled gas engines may also be used. If needed, each pond is accessible for boat launching from a small truck.
- 2.17.17 Paper, cans, trash, and other debris shall be removed from the surface of storm water retention ponds when the Contractor is using a watercraft as part of his operations.

COORDINATION

The Contractor shall provide coordination with the District for all items associated with the requirements of this Agreement.

3.1 General Coordination

The Contractor shall provide coordination with the District Manager for all items associated with the requirements of this Agreement.

The Contractor shall be available to meet with the District Manager as appropriate, on a monthly basis for an inspection and walk-through during normal business hours. The inspection shall be scheduled with the District Manager's and the Contractor's representatives with a resulting punch list of problem areas and corrective actions to be reviewed each month or as time allows. The Contractor shall be responsible for immediately notifying the District Manager of any and all issues, damage, and/or decline directly related to the Contractor's scope of work.

Those inspection meetings shall also serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and other issues deemed appropriate by the District Manager or the Contractor. The Contractor shall record and distribute notes of each meeting to all attendees within five (5) business days, as well as other parties with a need-to-know. The District Manager shall set the meeting time and location.

In addition, Contractor shall provide a representative to attend the monthly meeting of the Poinciana CDD Board of Supervisors if requested to do so by the District Manager. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the District Board of Supervisors may have as to the day to day activities at the Project site pursuant to this Agreement.

Coordination of the construction, operation, and general maintenance is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with a need-to-know, is crucial to the success of the Project. While all parties involved with the Poinciana CDD Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- AV Homes, Inc.
- Toho Water Authority
- Polk County and its various departments
- Florida Department of Transportation
- Adjacent property Owners, as directed by the District

3.2 Permitting Consideration

Poinciana CDD was permitted through the South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP).

3.3 Contractor's Project Manager

The Contractor shall designate an on-site representative with experience in aquatic plant management who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the District Manager and the Contractor. This individual shall maintain at all times a means of being contacted by the District Manager and shall respond to such calls within a reasonable amount of time. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the District Manager of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by the District Manager.

3.4 District Awareness

The Maintenance Contractor shall be responsible for notifying the District:

- Of any accidents involving the Contractor personnel or others on the Project
- Of any recommended cultural practices that could be taken by the community, property owners or other contractors to support the objectives of the aquatic plant management program,
- Of any desirable plants that have died or are showing significant damage, whether or not they are believed to be as a result of plant management activities

4. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall perform all services necessary to control and remove nuisance vegetation for those areas of the Project Scope that are to maintained on a regularly scheduled basis, with a minimum of monthly. Control shall be defined as the evidence of treatment, of a minimum of seventy percent (70%) noxious and exotic species coverage, of target species to be treated. Noxious and exotic vegetation to targeted for treatment are listed in Section 4.6, below. Maintenance within these areas should be conducted to ensure the control of the targeted

plant species and to prevent re-infestation for the purpose of aquatic system health and aesthetics. The Contractor shall make a complete site inspection of the CDD, specifically the areas of CDD maintenance. Exhibit D includes a plan identifying the general limits of CDD maintenance by area. Services are generally described below.

4.1 General Scope and Practices

4.1.1 Water Bodies Included in the Scope

Exhibit D describes the water bodies included in this scope and their dimensions. The scope generally consists of two parts:

- 1) Maintenance of water bodies shown on Exhibit D to consist of open water areas, shorelines and outfalls of the ponds. The perimeter and surface area of each pond is included in an accompanying table.
- 2) Maintenance of developed littoral shelves in selected ponds for their water-cleansing qualities and habitat values.

4.1.2 Natural Balance of Ponds

The Contractor shall assess the condition of the ponds at the beginning of the contract period and develop a plan directed toward achieving a more balanced condition. The Contractor will routinely appraise the condition of ponds for progress toward such a natural balance. While it is recognized that such a balance might not be reached during the contract period, recommended strategies and maintenance activities will be directed toward that goal and not toward keeping the ponds in a "new pond" condition.

4.1.3 Noxious Weeds

The Contractor shall control submerged, emergent, and floating noxious aquatic weeds growing in the waterways with the use of EPA-approved chemicals in strict accordance of label specifications.

4.1.4 Grass Carp

Sterile grass carp may have already been distributed in the stormwater ponds. The Contractor will be responsible for maintaining outfall barriers per stocking permit requirements and for adding additional fish if that is part of the plan.

4.1.5 Invasive Exotic Weeds

The Contractor shall control submerged, emergent, and floating invasive exotic weeds growing in the ponds and pond banks, including any forested edges, littoral shelves and outfall areas. Specifically, the Contractor shall target and remove all species designated as nuisance and invasive exotic Class I or Class II plant species, as defined by the Florida Exotic Pest Plant Council (FEPPC) 2011 Edition, or as listed below in Section 4.6, within each wetland maintenance area. Such control shall be conducted on an as-needed basis.

4.1.6 Pond Outflows

The Contractor shall maintain all noted pond outflows to allow proper drainage into nearby wetlands. This insures control water levels function as designed.

4.1.7 Native Plants

Native plants are generally to be encouraged to grow to enhance the aesthetics as well as provide a habitat

for native fish and wildlife.

4.1.8 Shorelines and Pond Edges

Close communication with on-site management and District staff is key since the management goals can vary from pond to pond.

4.2 Pond Open Water Maintenance

The Contractor shall be responsible for the development and implementation of a preventative maintenance program. For the algae control portion, the Contractor is responsible for taking all the preventative measures to control algae.

4.3 Littoral Shelf Maintenance

The Contractor shall perform monthly maintenance within the littoral zones. Maintenance will include monthly site inspections, manual removal and/or herbicide application on the littoral shelves and lake banks.

4.4 Wetland Preserve Area Maintenance

The Contractor will perform quarterly maintenance within preserved wetland areas. Maintenance events will include manual removal of emergent nuisance and exotic species and periodical herbicide applications.

4.5 Mitigation Area Maintenance

The Contractor will perform quarterly maintenance within Mitigation Areas. Maintenance events will include the manual removal of emergent nuisance and exotic species and periodical herbicide applications.

4.6 Target Vegetation

The Contractor shall control/remove all nuisance and exotic vegetation including, but not limited to, the following species, if present, within each of the maintenance areas. The following species may be in addition to the 2011 FEPPC list. The limits of the maintenance activities shall be defined as all property waterward of the limits of the turf, including open water areas.

- a. All species of cattails (*Typha* spp.)
- b. Cuban bulrush (*Scirpus cubensis*)
- c. Primrose willow (*Ludwigia peruviana*)
- d. Seedbox (*Ludwigia octovalvis*)
- e. Water primrose (*Ludwigia leptocarpa*)
- f. All nuisance species of the family Fabaceae
- g. Dog fennel (*Eupatorium* spp.)
- h. Caesarweed (*Urena lobata*)
- i. Carolina Willow (*Salix caroliniana*)
- j. Torpedo grass (*Panicum hemitomon*)
- k. Climbing hemp vine (*Mikania scandens*)
- l. Brazilian pepper (*Schinus terebinthifolius*)
- m. Water hyacinth (*Eichhornia crassipes*)
- n. Tropical soda apple
- o. Frogbit (*Limnobium spongia*)

- p. All species of algae filamentous and suspended
- q. Common duck weed (*Lemna minor*)
- r. *Salvinia* (*Salvinia minima*)
- s. Hydrilla (*Hydrilla Verticillata*)
- t. Southern Naiad (*Najas guadalupensis*)
- u. Azolla (*Azolla Caroliniana*)
- v. Musk grass (*Chara spp.*)
- w. Giant duckweed (*Spirodela polyrhiza*)

4.7 Maintenance Methodology

Maintenance methodology shall be determined by the vegetative composition within the specific pond areas. Control methods may include, but are not limited to, select herbicide applications, mechanical removal and/or hand removal. Natural recruitment of desirable herbaceous vegetation outside the planted areas shall be generally allowed and shall not be adversely affected by maintenance activities unless otherwise directed by District. It is the intent of the contract to provide a vegetated littoral zone without creating an overgrown appearance.

4.7.1 Hand-Removal Techniques

- a. The Contractor shall remove nuisance species from within the planted littoral zones by hand or as directed by the District Manager to ensure that desirable species are not damaged by maintenance activities.
- b. The Contractor shall be responsible for removing all individuals of the species listed in Item 4.7 above. Contractor shall remove all vegetative parts of the plant, including roots, stems, and flowering/fruitlet parts. The Contractor shall remove all collected vegetation from the site on a daily basis. All material removed from the immediate work site shall be disposed of by the Contractor off the Project Area. Dying biomass of desirable herbaceous vegetation may remain in place.
- c. The Contractor shall use equipment specifically designed for commercial application of herbicides. Equipment shall be kept in good repair and operational condition at all times and shall meet all safety requirements established for the type of work. Equipment is subject to inspection and acceptance by the District Manager or its designee.
- d. The Contractor shall properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, State, and Federal environmental regulations and shall indemnify the District for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- e. The Contractor shall ensure that employees who use or are in contact with registered and restricted use herbicides/pesticides are certified as required by the appropriate regulatory agencies and are knowledgeable as to qualifications for handling material safely and correctly in accordance with the Federal Environmental Pesticide Control Act of 1972 (PL 92-516, FIFRA).

Such employees shall also possess, or be under the direct supervision of an employee who possesses, the Florida Department of Agriculture's Public Applicator Certification for use of restricted herbicides. For purposes of the Scope, "pesticides" shall refer to "herbicides."

- f. The Contractor shall provide a Herbicide Summary Report for each location where nuisance species control occurs. These reports shall include specific information including the map of areas treated, the applicator's name, the date, the chemical(s) used, the mixture, the amount applied, the

application rate, the condition of growth being treated, desired results and weather conditions (wind speed and direction, temperature, precipitation) under which it was applied. Completed forms shall be submitted to the District Manager within 10 days of the application event.

- g. The Contractor shall replace desirable trees or other plants, at no cost to the District, that are injured or lost due to the Contractor's negligent acts or failure to perform the Services.

5. **Unscheduled Maintenance**

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs related to the Services performed under this Agreement and if required by the District. The following addresses the general procedures for unscheduled maintenance activities.

5.1 **General**

The Contractor shall be responsible for additional maintenance and corrective actions relative to this Scope within the limits described unless directed otherwise by the District Manager. Unscheduled maintenance that results from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore, shall not warrant additional compensation to the Contractor. Unscheduled maintenance that, in the Contractor's and District Manager's opinion, are not as a result of the Contractor's negligent acts or failure to perform the Services, shall be deemed an Additional Service and shall, at the District Manager's election, be made by the Contractor upon receipt of a Work Authorization from the District. When the Contractor determines that an unscheduled maintenance is necessary, the Contractor shall submit to the District Manager a Work Authorization form (Exhibit C) together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the District seven (7) calendar days in advance of the Contractor performing the Services. The District Manager shall return one executed copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price of time-and-materials basis within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the District Manager an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the District Manager and, if requested by the District Manager, shall include copies of invoices from others providing work or materials on the repair.

5.2 **Unscheduled Maintenance**

The contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the District Manager and shall respond and complete the request within two (2) weeks, or a mutually agreeable time with the District Manager. The Contractor's cost estimate to provide the work shall be approved by the District Manager prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

5.2.1 **Maintenance of Wetlands and Upland Buffer Areas**

- a. The District may require the Contractor to perform selected unscheduled maintenance for aquatic or nuisance species control. Unscheduled maintenance is restricted to exotic and nuisance plants within the buffers or wetlands as these areas are to be retained in their natural state. The use of pesticides, herbicides or fertilizers shall be prohibited in the buffers and the existing wetlands

they protect, except when used in accordance with applicable law and pursuant to permits from agencies having jurisdiction thereover and consistent with the management intent of these buffers and wetlands.

- b. If requested by District Manager, the Contractor shall provide a nuisance species removal plan specific to each protected wetland and buffer area. This plan will detail the methodology and target species within each area. Written approval of the plan by the District Manager will be required prior to implementation.
- c. The Contractor shall replace desirable trees or other plants, at no cost to the District, that are injured or lost due to the Contractor's negligent acts in the performance of the scheduled and unscheduled Service.

5.2.2 Wetland Planting

- a. The District Manager may elect to direct the Contractor to restore aquatic vegetation in planted littoral zones that are identified in the Contract Documents. The work included in the section shall consist of furnishing, planting, and watering all plants of the species, size, and quality in the location indicated or as directed by the District Manager. Further, the work shall include the maintenance of all plants and planting areas until acceptance by the District, and fulfilling all guarantee provisions as herein specified.
- b. Plant transportation shall comply with applicable Federal and State regulations. Upon delivery at the site, all plants shall be inspected for conformity to specifications and for handle damage.
- c. Plants specified herein shall be used unless sufficient evidence is submitted to the District Manager indicating the plant is unavailable. Alternate material may be used upon receipt of authorization from the District Manager. No substitutions shall be made without written approval of the District Manager.
- d. The Contractor shall guarantee all planting work for a minimum period of 365 days after the date of installation. The Contractor shall be responsible for the establishment of all species planted. Establishment shall be defined as all plants successfully budding or leafing out. Before final acceptance, the Contractor shall replace at no cost to the District any plant material necessary to meet the above criteria. In the event the Contractor has to replace plant material, the District Manager may allow such plant material to remain through another establishment (365) period.
- e. Materials
 - 1. The Contractor shall furnish all plants of the species requested by the District Manager. All plants shall be true to name as established by the American Joint Committee on Horticulture nomenclature publication "Standard Plant Names."
 - 2. The designated authority for the identification of all materials shall be the two (2) publications of L.H. Bailey, "Hortus!" and the "Manual of Cultivated Plants," and all specimens shall be true to type, name, etc., as described herein.
 - 3. If the District Manager elects to request the Contractor to provide trees, all trees shall meet the requirements for a Florida Grade 1, listed under single upright trees in "Grades and Standards for Nursery Plants" established by the Florida Department of Agriculture and Consumer Services.

4. Furthermore, trees shall minimally be the three-gallon size with a minimum height of 4 feet and caliper measure of mid-height of 0.5 inches to 0.75 inches. The actual height of the tree installed in the field shall be dependant on existing site conditions. It is the Contractor's responsibility to ensure each tree has sufficient height to survive under existing field conditions. All trees shall be sound, healthy, and vigorous, exhibit significant apical growth on the main stem, be well branched and shaped within normal habit of growth, of proper color, and densely foliated when in leaf. They shall have healthy, well-developed root systems and shall be free of disease and insect pests, eggs, or larvae.
5. All herbaceous materials shall be provided from the following size classes: four (4) inch pot or bare root.

It is the Contractor's responsibility to ensure each plant has sufficient height to survive under existing field conditions. All plants shall be sound, healthy and vigorous, be shaped within normal habit of growth, of proper color and densely foliated with in leaf. They shall be free of disease and insect pests, eggs, and larvae.

6. In the event that it becomes apparent that any nursery supplying plants for this work has knowingly and consistently represents the grade of plants as being higher than the actual grade as determined by the plant list according to "Grades and Standards for Nursery Plant," all plants already delivered from such source shall be removed from the job at the Contractor's expense, and no further plants will be acceptable from such nursery until written evidence is submitted and confirmed that all materials for delivery have been inspected and approved by the District Manager as being of the grade represented.

7. Container-Grown Plants

- a.) Container-grown plants shall have been grown in a container large enough and for sufficient time for the root system to have developed enough to hold its soil together firm and whole. No plants shall be loose in the container. Plants which have become pot-bound or for which the top system is too large for the size of the container will not be acceptable.
- b.) Collected Plants: Collected plants shall be dug with a root spread at least one-third greater than nursery-grown plants of the same species.
- c.) Bare Root:
 - (1) Plant materials removed from natural or manmade wetlands may be transported to the site as bare root plants. However, some provisions must be made to protect this material, especially the roots, from desiccation. All plant material transported in this manner must be approved in writing by the District Manager before proceeding with the work. Otherwise, no bare root plants shall be used unless specifically required by the District.
 - (2) Bare root plants shall be dug and delivered with roots adequately protected against drying out by means of moist straw, or other approved material. Shipping containers shall be opened and inspected by the Contractor upon arrival and shall be dampened, if necessary. Plants which are not to be immediately planted shall be "heeled-in" in an approved manner, in moist earth or other suitable medium, and shall be

properly cared for until planting.

f. **Planting:**

1. **Time of Planting:** Plant under favorable weather conditions. At the option of, and under the full responsibility of the Contractor, planting operations may be conducted under unreasonable conditions without additional compensation.
2. The District Manager or its designee shall inspect the plants at the time of planting. Plants will be rejected if improperly planted. Improper planting includes the following conditions: exposed roots, not at the proper depth, or planted in water either too deep or shallow. The Contractor shall be responsible for tagging the newly planted trees with surveyor's tape so that the plants can be easily identified and inspected. Plants may not be stored onsite for more than two (2) consecutive days. Any material stored onsite for longer periods of time may be rejected by the District Manager or its designee. The Contractor should notify the District at least five (5) working days prior to movement of plant material onsite, and shall request the District Manager be present to inspect the plant material as it arrives onsite. The District Manager or its designee may reject all plant material not inspected prior to planting, and the Contractor shall remove and replace rejected material without additional compensation.
3. All containers shall be cut and opened fully, in a manner such as will not damage the root system. Container-grown plants shall not be removed from the container until immediately before planting and with all due care to prevent damage to the root system.
4. The Contractor shall mark each tree planted and shall submit a drawing to the District Manager showing the location of all trees and herbaceous materials planted by the Contractor. The District Manager or its designee will not inspect the sites for final acceptance until this submittal is received.

g. **Warranty of Planted Material**

1. During planting, the Contractor shall request an inspection by the District Manager near the end of the warranty period. When all plants are acceptable, the Contractor will be notified of warranty compliance.
2. Defective work shall be corrected within five (5) working days of notification by the District Manager. Upon completion of planting, the Contractor shall remove from the site excess soil, planting containers and debris, and repair any damage to structures, etc., resulting from planting operations.
3. The Contractor shall be responsible for assuring that all plants, at the time of final inspection, exhibit the characteristics and qualification required for the grade of plant as originally specified.

5.2.3 **Observation and Provisional Acceptance**

- a. When the vegetative work is completed, including ongoing maintenance, the District Manager or its designee will make an observation to determine acceptability. The vegetative work may not be reviewed for final acceptance in parts.

- b. Where vegetative work does not comply with the requirements, the Contractor shall replace rejected work and continue specified maintenance until re-observed by the District Manager or its designee and found to be acceptable and will continue the guarantee period. The Contractor shall remove rejected plants and materials promptly from the project site.
- c. At the end of the guarantee period, inspection of plants will be made by the District Manager or its designee upon written notice requesting such inspection, submitted by the Contractor at least three (3) days before the anticipated inspection. All defects discovered shall be repaired or replaced by the Contractor before final acceptance.
- d. Upon completion of the work, prior to Final Acceptance, the Contractor shall thoroughly clean the project site. In addition to removing all equipment, unused materials, deleterious material, and surplus materials, the Contractor shall correct any damaged structures or vegetation altered as a result of the landscape work.

6. Administration/Maintenance/Operations Program

The Contractor shall develop policies and procedures and implement an Administration, Operation, and Maintenance Program. That program shall include, but not be limited to, the following:

6.1 General

- 6.1.1 This program shall be a comprehensive narrative and, where applicable, graphic/diagrammatic explanation of policies and procedures which shall govern the Contractor's Services provided under this Agreement is generally outlined in this Scope of Services. The program document shall contain key information relative to the major components described below.

The program document shall be presented in a three-ring binder using standard 8½" x 11" pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11" x 17" pages for diagrams and/or graphics that fold out. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date of each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data Dispersal)

- 6.1.2 The program documents shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.

- 6.1.2 The Contractor shall prepare draft copies of the document for review and comment by the District Manager within thirty (30) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the District prior to issuance of the final document. All District Manager comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the District Manager.

- First Draft Six (6) bound copies, one (1) unbound copy
- Second Draft Six (6) bound copies, one (1) unbound copy
- Third Draft Six (6) bound copies, one (1) unbound copy
- Final Document Ten (10) bound copies, two (2) digital copies on CD

6.2 Administration

- 6.2.1 The administrative sections of the program document shall, at a minimum, address those

functions which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as outlined below.

- 6.2.2 Organizational charts for administrative management functions include key personnel names, job titles, and phone numbers.
 - 6.2.3 Policies and procedures related to the Contractor's program for communications with the Solivita community relative to general maintenance operations and customer services.
 - 6.2.4 Policies and procedures related to the coordination and communications with developers, builders and others who are a part of the continuing development and construction of the Solivita community.
 - 6.2.5 Personnel policies and procedures related to the Contractor's personnel performing Services on the Poinciana CDD site.
- 6.3 Operations
- 6.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.
 - 6.3.2 Organizational charts for operations and customer service related functions include key personnel names, job titles, and phone numbers.
 - 6.3.3 Policies and procedures related to emergency situations including 24-hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 7.2, Emergency Response Program for further details), and so forth.
- 6.4 Maintenance
- 6.4.1 The maintenance section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all maintenance matters generally described in the Scope of Services and as outlined below
 - 6.4.2 Contractor shall provide all safety equipment required by the activities outlined in this Scope. Employees shall be provided safety equipment and proper instruction/certification for their work assignments. All equipment, safety gear, and herbicide spray apparatus shall be maintained in good working order.
 - 6.4.3 All gates shall be closed and locked if applicable after accessing pond to perform maintenance services.

The Administration, Operation, and Maintenance Program shall be submitted by the Contractor for review and approval by the District Manager. The Contractor shall modify the program as required by the District Manager.

7. Response Time and Emergency Response Program

The Contractor shall provide services and repairs within the amount of time indicated in the Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

Emergency Response Program

The Contractor shall develop, implement and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Fish Kills
- Chemical Spills
- Equipment Failures
- Water Quality Monitoring Results out of compliance

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency.
- Procedures for notifying the District, District Manager, the Solivita community, AV Homes, and other utility companies or regulatory agencies affected by the listed emergency.
- The Contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the District.

The ERP Manual shall be included in the operations section of the Administrative/Maintenance/ Operations Program (refer to Section 6 for further details).

Exhibit B

The following ponds, as identified on the attached map dated June 2018, are included within the scope of this agreement:

A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10A, A-10B, A-11, A-12, A-13, A-20, A-21, A-22; and

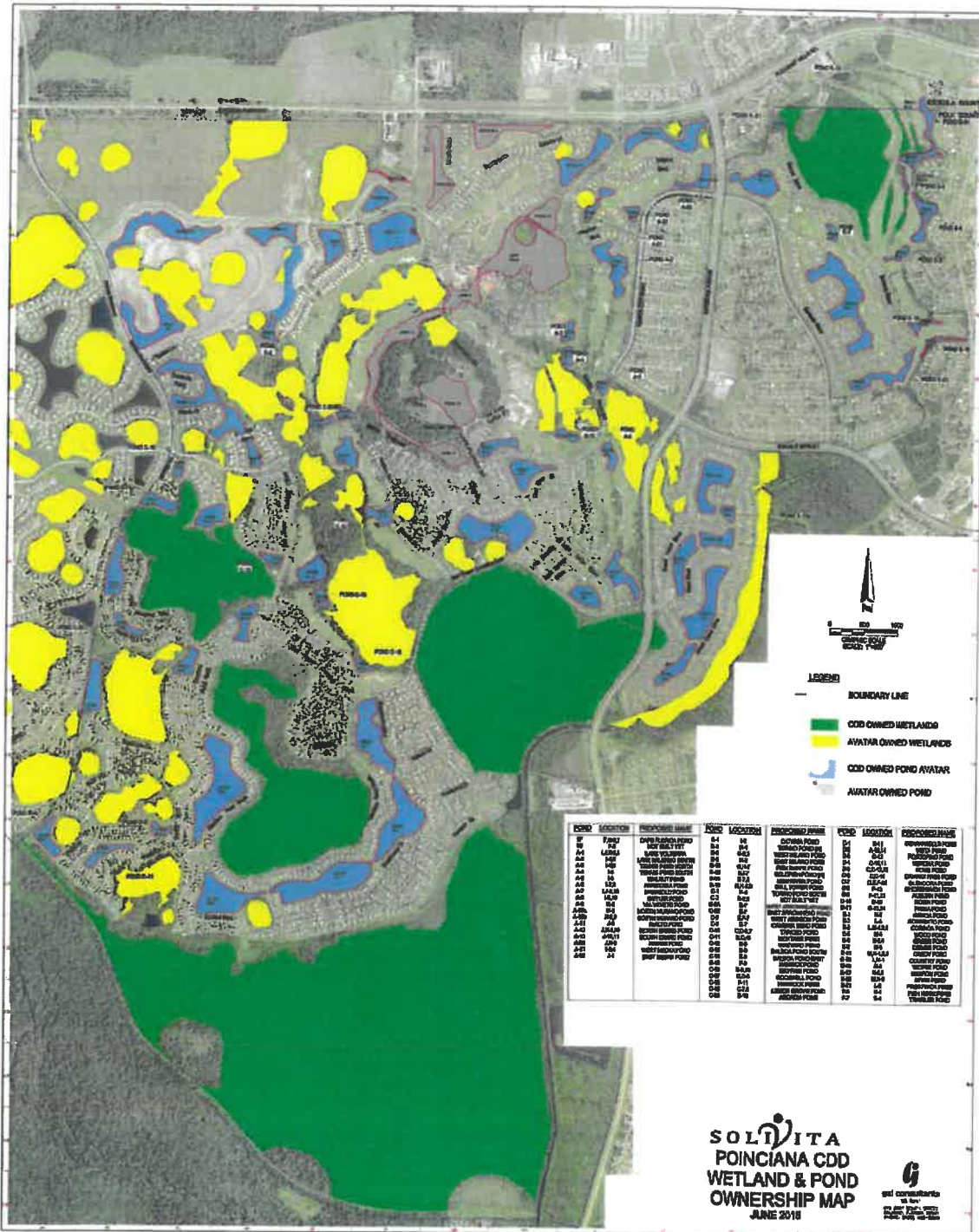
B-1, B-5, B-6, B-11, B-15, B-16; and

C-1, C-2, C-3, C-6A, C-6B, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-19, C-20; and

D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11; and

E-1, E-2, E-3, E-5, E-6, E-8, E-11, E-18, E-19, E-21, E-31; and

F-7.



- LEGEND**
- BOUNDARY LINE
 - CDD OWNED WETLANDS
 - AVATAR OWNED WETLANDS
 - CDD OWNED POND AVATAR
 - AVATAR OWNED POND

POND	LOCATION	RESPONSIBLE PARTY	POND	LOCATION	RESPONSIBLE PARTY	POND	LOCATION	RESPONSIBLE PARTY
01	0101	DAVE RABALA POND	01	01	CONWAY POND	01	01	CONWAY POND
02	0202	WOLF CREEK	02	02	WOLF CREEK	02	02	WOLF CREEK
03	0303	LAKE VULCAN	03	03	WEST LAKE POND	03	03	WEST LAKE POND
04	0404	LAKE VULCAN	04	04	WEST LAKE POND	04	04	WEST LAKE POND
05	0505	LAKE VULCAN	05	05	WEST LAKE POND	05	05	WEST LAKE POND
06	0606	LAKE VULCAN	06	06	WEST LAKE POND	06	06	WEST LAKE POND
07	0707	LAKE VULCAN	07	07	WEST LAKE POND	07	07	WEST LAKE POND
08	0808	LAKE VULCAN	08	08	WEST LAKE POND	08	08	WEST LAKE POND
09	0909	LAKE VULCAN	09	09	WEST LAKE POND	09	09	WEST LAKE POND
10	1010	LAKE VULCAN	10	10	WEST LAKE POND	10	10	WEST LAKE POND
11	1111	LAKE VULCAN	11	11	WEST LAKE POND	11	11	WEST LAKE POND
12	1212	LAKE VULCAN	12	12	WEST LAKE POND	12	12	WEST LAKE POND
13	1313	LAKE VULCAN	13	13	WEST LAKE POND	13	13	WEST LAKE POND
14	1414	LAKE VULCAN	14	14	WEST LAKE POND	14	14	WEST LAKE POND
15	1515	LAKE VULCAN	15	15	WEST LAKE POND	15	15	WEST LAKE POND
16	1616	LAKE VULCAN	16	16	WEST LAKE POND	16	16	WEST LAKE POND
17	1717	LAKE VULCAN	17	17	WEST LAKE POND	17	17	WEST LAKE POND
18	1818	LAKE VULCAN	18	18	WEST LAKE POND	18	18	WEST LAKE POND
19	1919	LAKE VULCAN	19	19	WEST LAKE POND	19	19	WEST LAKE POND
20	2020	LAKE VULCAN	20	20	WEST LAKE POND	20	20	WEST LAKE POND
21	2121	LAKE VULCAN	21	21	WEST LAKE POND	21	21	WEST LAKE POND
22	2222	LAKE VULCAN	22	22	WEST LAKE POND	22	22	WEST LAKE POND
23	2323	LAKE VULCAN	23	23	WEST LAKE POND	23	23	WEST LAKE POND
24	2424	LAKE VULCAN	24	24	WEST LAKE POND	24	24	WEST LAKE POND
25	2525	LAKE VULCAN	25	25	WEST LAKE POND	25	25	WEST LAKE POND
26	2626	LAKE VULCAN	26	26	WEST LAKE POND	26	26	WEST LAKE POND
27	2727	LAKE VULCAN	27	27	WEST LAKE POND	27	27	WEST LAKE POND
28	2828	LAKE VULCAN	28	28	WEST LAKE POND	28	28	WEST LAKE POND
29	2929	LAKE VULCAN	29	29	WEST LAKE POND	29	29	WEST LAKE POND
30	3030	LAKE VULCAN	30	30	WEST LAKE POND	30	30	WEST LAKE POND
31	3131	LAKE VULCAN	31	31	WEST LAKE POND	31	31	WEST LAKE POND
32	3232	LAKE VULCAN	32	32	WEST LAKE POND	32	32	WEST LAKE POND
33	3333	LAKE VULCAN	33	33	WEST LAKE POND	33	33	WEST LAKE POND
34	3434	LAKE VULCAN	34	34	WEST LAKE POND	34	34	WEST LAKE POND
35	3535	LAKE VULCAN	35	35	WEST LAKE POND	35	35	WEST LAKE POND
36	3636	LAKE VULCAN	36	36	WEST LAKE POND	36	36	WEST LAKE POND
37	3737	LAKE VULCAN	37	37	WEST LAKE POND	37	37	WEST LAKE POND
38	3838	LAKE VULCAN	38	38	WEST LAKE POND	38	38	WEST LAKE POND
39	3939	LAKE VULCAN	39	39	WEST LAKE POND	39	39	WEST LAKE POND
40	4040	LAKE VULCAN	40	40	WEST LAKE POND	40	40	WEST LAKE POND
41	4141	LAKE VULCAN	41	41	WEST LAKE POND	41	41	WEST LAKE POND
42	4242	LAKE VULCAN	42	42	WEST LAKE POND	42	42	WEST LAKE POND
43	4343	LAKE VULCAN	43	43	WEST LAKE POND	43	43	WEST LAKE POND
44	4444	LAKE VULCAN	44	44	WEST LAKE POND	44	44	WEST LAKE POND
45	4545	LAKE VULCAN	45	45	WEST LAKE POND	45	45	WEST LAKE POND
46	4646	LAKE VULCAN	46	46	WEST LAKE POND	46	46	WEST LAKE POND
47	4747	LAKE VULCAN	47	47	WEST LAKE POND	47	47	WEST LAKE POND
48	4848	LAKE VULCAN	48	48	WEST LAKE POND	48	48	WEST LAKE POND
49	4949	LAKE VULCAN	49	49	WEST LAKE POND	49	49	WEST LAKE POND
50	5050	LAKE VULCAN	50	50	WEST LAKE POND	50	50	WEST LAKE POND
51	5151	LAKE VULCAN	51	51	WEST LAKE POND	51	51	WEST LAKE POND
52	5252	LAKE VULCAN	52	52	WEST LAKE POND	52	52	WEST LAKE POND
53	5353	LAKE VULCAN	53	53	WEST LAKE POND	53	53	WEST LAKE POND
54	5454	LAKE VULCAN	54	54	WEST LAKE POND	54	54	WEST LAKE POND
55	5555	LAKE VULCAN	55	55	WEST LAKE POND	55	55	WEST LAKE POND
56	5656	LAKE VULCAN	56	56	WEST LAKE POND	56	56	WEST LAKE POND
57	5757	LAKE VULCAN	57	57	WEST LAKE POND	57	57	WEST LAKE POND
58	5858	LAKE VULCAN	58	58	WEST LAKE POND	58	58	WEST LAKE POND
59	5959	LAKE VULCAN	59	59	WEST LAKE POND	59	59	WEST LAKE POND
60	6060	LAKE VULCAN	60	60	WEST LAKE POND	60	60	WEST LAKE POND
61	6161	LAKE VULCAN	61	61	WEST LAKE POND	61	61	WEST LAKE POND
62	6262	LAKE VULCAN	62	62	WEST LAKE POND	62	62	WEST LAKE POND
63	6363	LAKE VULCAN	63	63	WEST LAKE POND	63	63	WEST LAKE POND
64	6464	LAKE VULCAN	64	64	WEST LAKE POND	64	64	WEST LAKE POND
65	6565	LAKE VULCAN	65	65	WEST LAKE POND	65	65	WEST LAKE POND
66	6666	LAKE VULCAN	66	66	WEST LAKE POND	66	66	WEST LAKE POND
67	6767	LAKE VULCAN	67	67	WEST LAKE POND	67	67	WEST LAKE POND
68	6868	LAKE VULCAN	68	68	WEST LAKE POND	68	68	WEST LAKE POND
69	6969	LAKE VULCAN	69	69	WEST LAKE POND	69	69	WEST LAKE POND
70	7070	LAKE VULCAN	70	70	WEST LAKE POND	70	70	WEST LAKE POND
71	7171	LAKE VULCAN	71	71	WEST LAKE POND	71	71	WEST LAKE POND
72	7272	LAKE VULCAN	72	72	WEST LAKE POND	72	72	WEST LAKE POND
73	7373	LAKE VULCAN	73	73	WEST LAKE POND	73	73	WEST LAKE POND
74	7474	LAKE VULCAN	74	74	WEST LAKE POND	74	74	WEST LAKE POND
75	7575	LAKE VULCAN	75	75	WEST LAKE POND	75	75	WEST LAKE POND
76	7676	LAKE VULCAN	76	76	WEST LAKE POND	76	76	WEST LAKE POND
77	7777	LAKE VULCAN	77	77	WEST LAKE POND	77	77	WEST LAKE POND
78	7878	LAKE VULCAN	78	78	WEST LAKE POND	78	78	WEST LAKE POND
79	7979	LAKE VULCAN	79	79	WEST LAKE POND	79	79	WEST LAKE POND
80	8080	LAKE VULCAN	80	80	WEST LAKE POND	80	80	WEST LAKE POND
81	8181	LAKE VULCAN	81	81	WEST LAKE POND	81	81	WEST LAKE POND
82	8282	LAKE VULCAN	82	82	WEST LAKE POND	82	82	WEST LAKE POND
83	8383	LAKE VULCAN	83	83	WEST LAKE POND	83	83	WEST LAKE POND
84	8484	LAKE VULCAN	84	84	WEST LAKE POND	84	84	WEST LAKE POND
85	8585	LAKE VULCAN	85	85	WEST LAKE POND	85	85	WEST LAKE POND
86	8686	LAKE VULCAN	86	86	WEST LAKE POND	86	86	WEST LAKE POND
87	8787	LAKE VULCAN	87	87	WEST LAKE POND	87	87	WEST LAKE POND
88	8888	LAKE VULCAN	88	88	WEST LAKE POND	88	88	WEST LAKE POND
89	8989	LAKE VULCAN	89	89	WEST LAKE POND	89	89	WEST LAKE POND
90	9090	LAKE VULCAN	90	90	WEST LAKE POND	90	90	WEST LAKE POND
91	9191	LAKE VULCAN	91	91	WEST LAKE POND	91	91	WEST LAKE POND
92	9292	LAKE VULCAN	92	92	WEST LAKE POND	92	92	WEST LAKE POND
93	9393	LAKE VULCAN	93	93	WEST LAKE POND	93	93	WEST LAKE POND
94	9494	LAKE VULCAN	94	94	WEST LAKE POND	94	94	WEST LAKE POND
95	9595	LAKE VULCAN	95	95	WEST LAKE POND	95	95	WEST LAKE POND
96	9696	LAKE VULCAN	96	96	WEST LAKE POND	96	96	WEST LAKE POND
97	9797	LAKE VULCAN	97	97	WEST LAKE POND	97	97	WEST LAKE POND
98	9898	LAKE VULCAN	98	98	WEST LAKE POND	98	98	WEST LAKE POND
99	9999	LAKE VULCAN	99	99	WEST LAKE POND	99	99	WEST LAKE POND
100	100100	LAKE VULCAN	100	100	WEST LAKE POND	100	100	WEST LAKE POND

SOLDITA POINCIANA CDD WETLAND & POND OWNERSHIP MAP
 JUNE 2010

SECTION B

**AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT
AND CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. FOR THE
PROVISION OF MIDGE CONTROL SERVICES**

This Agreement (the "Agreement") is made and entered into as of the 1st day of October, 2018, by and between:

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

Clarke Environmental Mosquito Management, Inc., an Illinois corporation, whose local address is 3036 Michigan Avenue, Kissimmee, Florida 34744 (the "Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements and for providing certain services, including midge control services; and

WHEREAS, the District desires to retain an independent contractor to provide midge control services within the District, as more particularly shown on the attached **Exhibit A**; and

WHEREAS, the Contractor represents that it is qualified, willing and able to provide such services to the District; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the provision of midge control services within the District, as described herein and in **Exhibit B**, which is attached hereto and incorporated herein by reference (the "Services").

- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A.** As compensation for the completion of the Services, the District agrees to pay the Contractor Twelve Thousand Five Hundred Eighty Three Dollars and Thirty-Three Cents (\$12,583.33) per month, which amount includes all tools, labor and materials necessary to complete the Services. The term of this Agreement shall be from October 1, 2018 through September 30, 2019, unless terminated earlier in accordance with the terms of this Agreement.
- B.** If the District should desire additional work or services not provided in **Exhibit B**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement as set forth in Section 4 herein.
- C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within forty-five (45) days of receipt by the District, or in accordance with Florida's Prompt Payment Act, whichever is sooner. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. CHANGE ORDERS. Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

SECTION 5. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$1,000,000
Herbicide/Pesticide Applicators Coverage	\$1,000,000

Contractor shall provide the District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 6. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or

indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 7. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 9. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 12. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Poinciana Community Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32301
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Michael C. Eckert

B. If to Contractor: Clarke Environmental Mosquito Management, Inc.
3036 Michigan Avenue
Kissimmee, Florida 34744
Attn: Pete Deglomine

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 13. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties 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, both parties

are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 16. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

SECTION 17. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 19. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 20. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 21. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 24. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

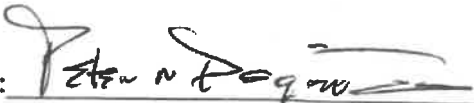

Secretary


Chairman, Board of Supervisors

Witness:

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.


Signature of Witness

By: 

Amy Solis
Print Name

Print Name: Peter M Deglomin
Title: CONTROL CONSULTANT

Exhibit A: Map of District Ponds
Exhibit B: Scope of Services

EXHIBIT A
Map of District Ponds

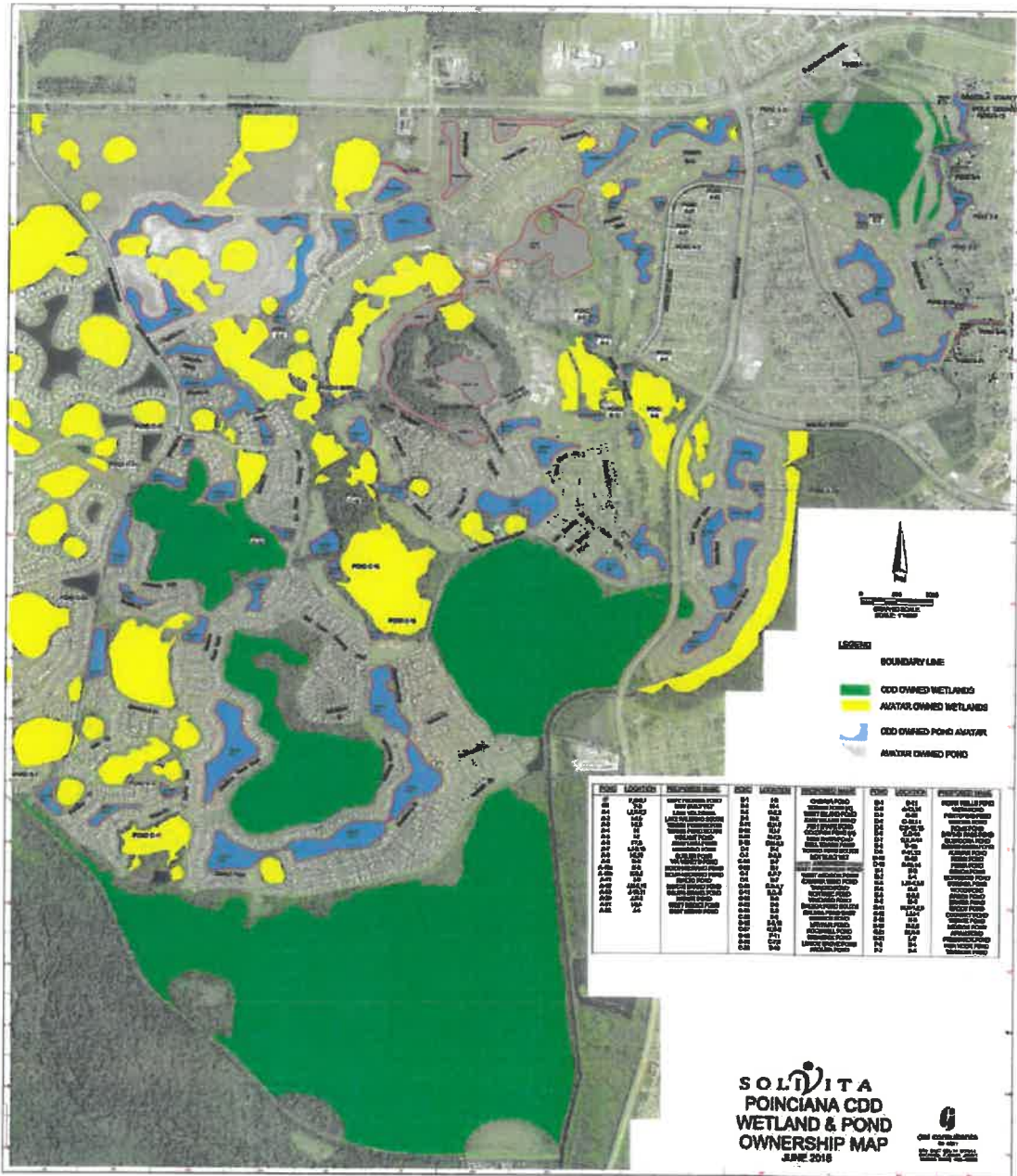


EXHIBIT B
Scope of Services

A. General Conditions:

- a. Contractor shall do the following:
 - i. Maintain a computer system and record keeping database;
 - ii. Provide educational brochures and public relations regarding aquatic midges to the residents of the District, if requested by the District;
 - iii. Make available an Aquatic Midge Citizen Response Hotline, which will be available to residents of the District; and
 - iv. Provide program consulting and quality control services.
- b. Service Guarantee. Contractor shall respond to and resolve all verbal or written concerns from the District's Board and the District's residents concerning program effectiveness.
- c. Attendance at Meetings. Upon request of the District, Contractor shall attend regularly scheduled District meetings.

B. Adult Aquatic Midge Management. Contractor shall perform at least forty (40) separate Ultra Low Volume ("ULV") applications from October 1, 2018 through September 30, 2019. Each application will be an ULV application, which will utilize a community-wide truck that will spray Anvil/Biomist or synthetic pyrethoid insecticide covering up to eleven (11) miles of approved street/road areas within the District, and will utilize an ATV to provide treatments covering up to eleven (11) miles of shoreline areas at least including Ponds A-9, A-10a, A-10b, A-11, A-12, A-13, B-1, B-15, C-2, C-10, C-12, C-20, D-5, D-6, D-7, D-8, D-9, E-1, E-2, E-3, E-21, E-31 and F-7. Contractor shall be responsible for scheduling the ULV applications during the year to maximize the effectiveness of its aquatic midge control services. Upon request, Contractor shall also provide notification of community contact, weather limit monitoring and compliance, ULV particle size evaluation, and insecticide dosage and quality control analysis.

C. Boat / Backpack Blower Larval Control. Boat or backpack blower treatments will consist of treating the ponds and/or retention areas on the property, up to one hundred thirty (130) acres at least including Ponds A-9, A-10a, A-10b, A-11, A-12, A-13, B-1, B-15, C-2, C-10, C-12, C-20, D-5, D-6, D-7, D-8, D-9, E-1, E-2, E-3, E-21, E-31 and F-7. The ponds will be treated using 5% Abate pellets or Abate 4E liquid. The retention areas will be treated throughout the year from October 1, 2018 through September 30, 2019, when midge larvae are present, treatment is deemed necessary by standard observation methods, or in response to resident concerns. Abate pellets shall be the larvicide used and shall be applied at a rate of eight (8) pounds per acre or Abate 4E Liquid shall be applied at 1.5 ounces per acre. Contractor shall be responsible for scheduling the larval control treatments during the year to maximize the effectiveness of its aquatic midge control services.

SECTION C

**AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT
AND FLORALAWN2 LLC REGARDING THE PROVISION OF
LANDSCAPE MAINTENANCE SERVICES**

This Agreement (the "Agreement") is made and entered into this 1st day of October, 2018, by and between:

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

Floralawn2 LLC, a Florida limited liability company, whose mailing address is 734 S. Combee Road, Lakeland, Florida 33801 (the "Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscape improvements and other public infrastructure; and

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

WHEREAS, Contractor represents that it is capable of providing such services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials described herein and in **Exhibit A** (the "Services"), attached hereto and incorporated by reference herein, within the District, as depicted in **Exhibit B**, attached hereto and incorporated herein by reference.

- B. In the event of extreme severe weather, such as a hurricane and other extreme wind or water events, the Contractor shall provide the additional professional services as shown in **Exhibit C**, Emergency Preparedness Plan, attached hereto and incorporated herein by reference.
- C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- E. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- F. The Contractor shall report directly to the District's Designee who shall be the District's Field Services Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A** on the property as provided in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. The term of this Agreement shall be from October 1, 2018 through September 30, 2019, unless terminated earlier in accordance with the terms of this Agreement.
- B. As compensation for the services described in this Agreement, the District agrees to pay the Contractor Eleven Thousand Nine-Hundred and Seventy Dollars and Forty-Two Cents (\$11,970.42) per month, which amounts includes all tools, labor, materials and items necessary for the completion of the Services by the Contractor.
- C. Services involving the installation of pine straw/mulch and annuals are not included in the monthly total noted in Section 3(B) herein. Such services shall be provided at the written direction of the District pursuant to the rates depicted in **Exhibit A**. If the District should desire additional work or services not provided in **Exhibit A**, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to

undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.

D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District and in accordance with Florida's Prompt Payment Act. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. CHANGE ORDERS. Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service is a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event this Agreement is not a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

SECTION 5. COVENANT. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants

to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 6 INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all

applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to Contractor:** Floralawn2 LLC
734 South Combee Road
Lakeland, Florida 33801
Attn: _____

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

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Michael C. Eckert

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 14. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. Both parties 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

SECTION 18. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this

Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 21. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 22. COMPLIANCE WITH PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

Attest:

**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Chairman, Board of Supervisors


Witness:

FLORALAWN2 LLC



(Signature of Witness)

Melissa Johnson
(Print Name of Witness)



By: Lucas Martin
Its: Vice President - Floralawn 2

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Map
- Exhibit C:** Emergency Preparedness Plan

Exhibit A

Scope of Services

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. MOWING

Uniformity in turf texture and appearance shall be provided. Mowing shall be performed with specified mower types & blades to provide a quality cut as listed in **Appendix I**. The pond banks shall be mowed in one direction, if possible, to reduce the amount of grass clippings being displaced and/or blown into the ponds; provided, that mowing patterns shall be rotated (where applicable) to minimize scalping and rutting by mower wheels and to minimize soil compaction. Grass cutting height shall be between 3.5 - 4.5 inches for St. Augustine and 3 ½ to 4 inches for Bahia.

Contractor must use alternate methods of mowing areas where the ground is too wet to allow safe and proper mowing. Contractor will notify Property Manager within 24 hours and contractor shall use string trimming or fly mower instead of regular lawn mowers for service.

Contractor shall not mow over or through tree rings intended to be mulched.

• **ST. AUGUSTINE TURF AND IRRIGATED BAHIA TURF**

Mowing of all turf areas no less than once every seven (7) days during the months of April 1st to October 31st.

Mowing of all turf areas no less than once every fourteen (14) days from November 1st to March 31st.

• **NON-IRRIGATED BAHIA TURF**

November thru April	1 mow per month (1 st week of the month)
May & June	2 mows per month (1 st and 3 rd week of the month)
July thru September	4/5 mows per month (every week)
October	2 mows per month (1 st and 3 rd week of the month)

2. EDGING

Defined as the outlining and/ or removing of turf by use of a mechanical edger. Chemical or string edging will be allowed with prior approval of the District in special instances.

Contractor shall neatly edge and trim around all plant beds, curbs, walks, streets, trees, tree rings, plants and building areas by use of mechanical edgers. The shape and configurations of plant beds shall be maintained as instructed by District.

The edging of all sidewalks, curbs, pathways, and other paved areas will be completed no less than once every seven (7) days during the months of April to October and no less than once every fourteen (14) days from November 1st to March 31st. Edging will be done within 24 hours of the scheduled mowing service.

The edging of all planting beds and tree rings will be completed every other mowing to avoid over detailing of bed areas. Care shall be taken as not to injure tree trunks or plant materials during the edging operations.

3. DETAILING OF PLANTED AREAS

This service is defined as the trimming, weeding by mechanical or chemical means, pruning, and shaping of all shrubbery, ornamentals, and groundcover, removal of tree suckers as well as the defining of bed lines, tree saucers, tree rings, and the removal of unwanted vegetation. Weeding would include the weeding of all beds (including cut turf runners), walkways, decks, curbs and concrete joints. Chemical controls may only be used if adjacent desirable plants are guaranteed not to be injured. Contractor shall maintain a valid Florida Pesticide Applicator's License and use chemicals in strict accordance with Federal, State & County directives on environmental control. Chemicals must have EPA approval #'s and labels made available to the District per request. American National Standards Institute (ANSI) regulations are to be observed.

- Pruning services will be performed at minimum one (1) time per month year round.
- Weeding services will be performed at minimum bi-weekly year round.
 - At no time are weeds in excess of one square foot of ground cover in one location or 8" in height acceptable.

4. TREES

Trees in pedestrian walkway areas will have a clearance maintained up to eight (8' – 10') feet in height. Trees along roadways, entrances, and driveways will have a clearance maintained up to ten (10- 12') feet in height.

Palm trees up to (12') feet of clear trunk will be trimmed based on University of Florida's recommendations of 100% browning. All Palms on property will be trimmed at 3 to 9 o'clock. Palm trees up to 12 foot (ct) will be pruned during the routine detail rotation. Fronds removed before such time will be at the request of the District, with the District taking ownership for the health and any long term horticultural decline that may occur. Careful trimming procedures shall be followed to prevent damage to any portion of the tree, especially the crown, shaft & bud areas.

Palm trees over (12') feet clear trunk (ct) will be pruned at least once per year at 3 to 9 o'clock. *This includes all common areas.*

Sucker growth shall be removed monthly according to "trimming" specifications. Sucker growth is defined as the shoots that sprout out around the base and clear trunk area of a tree or crape myrtle trunk.

Crape Myrtles (if applicable) will be pruned one (1) time per year in late winter UNLESS otherwise specified by the District. It is possible that some Crape Myrtles will be allowed to grow into trees. University of Florida's recommendations shall be followed in Crape Myrtle pruning:

- Remove suckers from the bottom of the plant.
- Remove crossed, damaged, or diseased branches. For crossed branches, remove the weaker of the two limbs that are crossing or rubbing.
- Prune the tips of the branches to remove old flowers. If old blooms are removed, a second blooming may occur.
- Remove old flower buds at the beginning of the season, which will encourage new growth activity.
- Thin out small twiggy growth to allow air to better circulate in the canopy.

5. BLOWING

Sidewalks, curbs and other paved surfaces adjacent to turf and/ or other landscaped elements will be kept clean of unwanted debris generated by the Contractor by the use of forced air machinery. The Contractor shall ensure that there are no leafs or grass clipping blowing into the ponds.

6. MONITORING

All turf, shrubs, ornamentals and groundcovers are to be monitored for pest, disease and nutrient problems with positive findings being reported, in writing. If the problem is a

covered item under the provisions of this contract, immediate steps will be taken to rectify the problem. If a treatment is not in effect or not available, contractor will provide an estimate based on time and materials needed for effective treatment.

7. TRASH REMOVAL

Contractor will police the entire site prior to mowing to remove litter. Contractor will remove all debris and/or litter from all areas maintained under this contract during every visit.

8. DEBRIS REMOVAL

Contractor is responsible for the removal of any maintenance-related debris from the property no later than the end of the day where the debris was generated.

9. DEAD WOOD/ MATTER

Dead or otherwise hazardous (broken) tree branches shall be removed promptly if they are within fifteen (15') feet of a hard surface. Dead or otherwise hazardous tree branches that are above the contract specifications should be brought to the attention of the District for pre-approval and subsequent immediate removal.

All extraneous leaves, weeds, trash, limbs and debris shall be removed from lawn and plant beds.

10. CONTRACTOR'S PERFORMANCE AND APPEARANCE

The landscape maintenance contractor shall perform all work required to fulfill the spirit and intent of the Contract. The workers shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the main stream of the users. In general, the landscape maintenance contractor's presence on the site shall be as inconspicuous as possible.

11. NEGLECT AND VANDALISM

Turf, shrubs, trees or plants that are damaged or killed due to landscape maintenance contractor's operations, negligence or chemicals, shall be replaced immediately at no cost to the District. If plant damage or death is caused by conditions beyond the landscape maintenance contractor's control, replacement shall be at the District's expense.

Sprinklers or structures that are damaged due to the landscape maintenance contractor's operations must be replaced by the landscape maintenance contractor immediately at his expense. Damage caused by others shall be promptly brought to the District's attention.

All water damage resulting from Contractor's negligence shall be corrected at Contractor's expense.

All damage to or thefts of landscaping and irrigation installation not caused or allowed by Contractor shall be corrected by the Contractor at the District's expense upon authorization to proceed.

16. QUALITY

All landscaping materials installed must meet or exceed all state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees) All plants shall be healthy, well branched and densely foliated, with well-developed root systems, free of disease and insect pests. The District reserves the right to reject any plant material(s) that if feels does not meet expectation.

FERTILIZATION AND PEST CONTROL SPECIFICATIONS

GENERAL REQUIREMENTS

1. Pond banks shall be fertilized semi-annually. This should only be done by owner's request.
2. Technicians will give appropriate notification to persons in the immediate area of impending chemical applications.
3. Application reports giving the date, type of chemical applied, application rates, name of technician and company shall be given to the District's management company.
4. Copies of manufacturer labels and Material Safety Data Sheets shall be provided to the District's management company.
5. All materials will be used as approved for intended use by the regulatory standards.
6. All materials shall be applied per the manufacturer's specifications and guidelines.
7. Lawn and pesticide signs shall be posted at the home or common area after the use of chemicals for safety and compliance.
8. The District Manager and representatives of the District reserve right to be present when chemicals are being mixed and applied.
9. Specifications are performance based and ultimately insect/disease & weed control to the complete satisfaction of the District is the responsibility of the contractor.

TURF CARE SPECIFICATIONS: *St. Augustine Turf*

Contractor shall provide fertilization & insect, disease & broadleaf (primarily but not exclusively) weed control to all areas of St. Augustine turf. The following is a recommended guideline the Contractor should follow:

All fertilizers utilized must contain a nutrient package specifically blended for Florida's unique landscapes and will have a minimum of 50% slow release nitrogen source to ensure extended performance. A complete minor element package shall be included with each application to

insure that all of the requirements for a Florida landscape are provided for. The method of application will be dependent upon the landscape layout.

- The lawn treatments should consist of a minimum of **four blanket applications** and minimum **three IPM** visits by a qualified technician or **as specified in the contract**. Premium product will be used to prevent surge growth, but still allow for an attractive, healthy, vigorous lawn.

IPM Defined- Contractor must utilize and employ an Integrated Pest Management Program or IPM program. This program is designed based off of key points of interest suggested by the University of Florida. The key elements are as follows:

1. **Prevention-** Proper planting, maintenance, and sanitation practices.
2. **Cultural-** Employment of good horticultural practice to optimize plant health.
3. **Scouting-** Trained personnel diligently scout property for signs of disease or infestation.
4. **Identification-** The appropriate means are taken to diagnose the cause.
5. **Program Implementation-** Contractor personnel must use the least noxious means of pesticide/bio-rational application to remedy situation. Ultimately, Contractor recommends the best course of action to follow.
6. **Follow up-** Trained personnel follow up on progress of treatment plan and report back to the District.

Contractor must employ methodology consistent with “Florida Green Industries Best Management Practices.”

In Polk County with an adopted fertilizer ordinance, the Polk ordinance shall prevail and serve as a guide to nutrient selection and timing. Please check the following Polk County ordinance at http://polk.ifas.ufl.edu/AG_Safety/files/pdf/publications/laws/PolkCoFertilizerMgmtOrdinance.pdf

Turf Weed Control: The control of broadleaf weeds will be included in the Contractors program. Herbicides should be applied only when temperatures are below 90 degrees and wind drift is at a minimum to avoid turf damage.

- Due to the unavailability or restricted use of effective control products, the prevention or control of Crabgrass, Bermuda grass, and select Sedges are not part of this proposal. It is understood that at the expense of the District, any areas of select Crabgrass, Bermuda & select Sedge can be replaced by the Contractor.
 - Weed control is to be maintained at no less than 90%.

Turf Insect Control: The appropriate pesticides will be used for lawn damaging insects. Turf will be inspected on a regular basis by a qualified technician or other qualified personnel for any follow up necessary.

- Ant control and other pesticide and/or fungicide applications above and beyond the standard program will be included in this contract.
- Preventative grub control is expected and curative spot control is also expected.

TURF CARE SPECIFICATIONS: *Bahia Turf*

Bahia grass has the ability to withstand extended periods of time without rainfall or irrigation. Most weeds do not possess this ability and thus drought tolerance is the turf's primary means of survival. Irrigation (where applicable) will be eliminated in all Bahia turf areas. If requested by the District, the contractor will provide a price for Bahia fertilization.

WARRANTY

If the turf included in this "turf care program" dies due to damage from biotic agents such as insects or diseases or from abiotic factors such as fuel spills or fertilizer burn, the turf will be replaced at no expense to the District.

SMALL TREE/SHRUB CARE (<10') PROGRAM:

Fertilization: Tree and shrub fertilization frequencies will be performance based, not treatment based. It is expected that the Contractor use a complete fertilizer blend with all necessary minor elements. The blend should be 50% slow release or an equivalent.

- Transplanted trees less than 3 years old will be included in standard program; trees over that age will be fertilized with the lawn application.
- In Polk County with an adopted fertilizer ordinance, the Polk County ordinance shall prevail and serve as a guide to nutrient selection and timing.

Integrated Pest Management: Pesticides will only be used on an as-needed basis and only in the general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either, health or aesthetics. In areas where problems persist, then a preventative approach should be implemented.

- Contractor personnel should be diligent in their scouting of damaging pests and disease. Horticultural pest control and or appropriate recommendations will be made to minimize injury to ornamental plants. This is to be achieved by monitoring the property and a complete service and inspection at minimum every eight (8) weeks.

ORNAMENTAL PALM TREE PROGRAM:

Fertilization: Tree fertilization frequencies shall be performance based, not treatment based. It is expected that the Contractor use a complete fertilizer blend with all necessary minor elements. The blend should be 100% slow release. Contractor will use premium products at the recommended rate to prevent any surge growth, but still allow for an attractive, healthy, vigorous landscape.

- Therapeutic applications of minor elements are to be included to ornamental palms indicating need.
- In Polk County with an adopted fertilizer ordinance, the County ordinance shall prevail and serve as a guide to nutrient selection and timing.

Palm Integrated Pest Management: Pesticides will only be used on an as-needed basis and only in the general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either, health or aesthetics. In areas where problems persist, then a preventative approach should be implemented.

- Contractor personnel should be diligent in their scouting of damaging pests and disease. Horticultural pest control and or appropriate recommendations will be made to minimize injury to ornamental plants. This is to be achieved by monitoring of the property and a complete service and inspection at minimum every eight (8) weeks.
- Bud and root drenching for specific insect/disease problems are not to be included but can be priced separately if needed and completed upon approval from the District.

WARRANTY

If a plant, shrub or tree dies from insect or disease damage while under this tree/ shrub/palm care program, it will be replaced, at no cost to the District, with one of equal value and that is reasonably available and approved by the District.

IRRIGATION MAINTENANCE SPECIFICATIONS

This service is defined as inspection & repair of the irrigation system by the contractor for the community common areas. Any damage caused by contractor activity shall be repaired by the contractor at the contractor's expense.

Minor repairs will be made at the time of inspection or during work order process on a monthly basis. Minor repairs include; spray heads, rotor heads, nozzles, stand pipes, shrub adaptors, valves and lateral lines up to 1.5 inch. Minor repairs are the responsibility of the contractor and are included in the monthly proposed price.

Major irrigation repairs are not included in the proposed price and will be completed on a separate work order upon approval by the District Manager. Major repairs include but are not limited to, main line larger than 1.5 inch, controllers, pumps, backflows and rain sensors.

The contractor **shall be** responsible for any damage to the turf or plants due to either under watering or over watering by the irrigation system. Contractor will **not be** held responsible for failure of main irrigation water supply, water pressure or water restrictions imposed by a statutory or similar authority.

FREQUENCY

Contractor shall perform a complete irrigation maintenance inspection once per month.

IRRIGATION CONTRACTOR RESPONSIBILITIES

The District irrigation contractor is responsible for the management and maintenance of the irrigation system located on District-owned lands.

The system uses reclaimed water provided by TOHO Water Authority with the exception of the community pool areas located throughout. Contractor is required to maintain communication with TOHO on behalf of the District and Developer.

Contractor is responsible for generating data from daily monitoring, interpret data and generate reports for field dispatch, field repair and adjustments as necessary and maintain documentation. Daily data will be provided by the contractor and made available to the District Manager upon request.

Contractor is responsible for adjustments to watering schedules as needed for weather, new sod, plants, trees or other improvements at the common areas as requested through the District work order system.

Contractor must respond to all District generated work orders within 48 hours for common areas. Contractor is required to activate system for residents, meet with residents on site when necessary and to close work orders through the District Manager.

Contractor will be responsible to activate and inspect all zones for the entire community monthly and make necessary adjustments for proper operation. Each inspection must be documented in writing and provided to the District Manager upon request.

SERVICE SPECIFICATIONS

1. Timing of irrigation operation must adhere to any water restrictions in effect within the property jurisdiction.
2. The following items shall be accomplished each month for common areas:
 - Activate each zone of the system.
 - Visually check and replace as necessary of any damaged or malfunctioning heads in District-owned lands. This should be done weekly by area supervisor or irrigation tech.
 - Clean and/or adjust any heads not functioning properly. The District will be allowed to inspect any heads that he may be charged for.
 - Report any valve or valve box that may be malfunctioning or damaged in any way.
 - Adjust controllers to the watering needs as dictated by environmental conditions.
 - Inspect and adjust rain sensors as needed.
 - Insure that all valves that are marked remain sufficiently marked to allow a person unfamiliar with the system to locate.
 - Provide a monthly written report detailing inspection results by clock and zone.
 - Report recommendations to improve/enhance the irrigation systems effectiveness.
3. Irrigation repairs that become necessary, that are over and above minor repairs as outlined will be done on a time and material basis. All extra repairs are to be estimated & reported to the District and the contractor must obtain approval prior to starting repair work.

The written proposal shall include:

- Hourly rate for irrigation tech
- Necessary materials

Contractor must provide and possess experience in operation of central control irrigation systems.

STORM PREPARATION

In the event of a forecasted weather event, such as but not limited to hurricanes, the District may deem it necessary to suspend all operation of irrigation equipment, pump stations, and to secure controllers to avoid power surges and any catastrophic events such as an uprooted tree that breaks a mainline. These services, should they be requested, would be considered over and above the routine maintenance contract and will be done on a time and material basis.

SPECIAL SERVICES SPECIFICATIONS

MULCH

It is anticipated that the District will mulch the entire property once per year. This will include all common areas.

Old mulch in excess of three inches (3") in depth will be removed prior to installation of a new layer of mulch. This step will be at the discretion of the District. If the District deems this step necessary, the Contractor will provide a price to remove the excess mulch prior to installation of new mulch. The pricing for mulch installation are as follows:

<u>Item</u>	<u>Cost per Bale</u>
100 Bales	\$8.00
500 Bales	\$7.50
1,000 Bales	\$7.25
5,000 Bales	\$7.00

COMMUNICATION

As part of this agreement it is expected that the contractor will provide ongoing extensive communication to the District Manager and Residents of the community. Communications include but are not limited to:

- Daily work orders
- Daily updates as needed for "Solivita Live"

- Weekly email blast
- Monthly mow schedule
- Monthly detail schedule
- Monthly newsletter article
- Special project schedules (i.e. mulching, palm & tree pruning)

Appendix I

Types of Machinery Used at Solivita

Pond Banks:

- Batwing finish mower with rear discharge
- 60 inch pistol grip mower with mulch kit

Flat Areas:

- 70 inch mowing deck mower

Exhibit B

The following pond banks and adjacent areas owned by the District, as identified on the attached map dated June 2018, are included within the scope of this agreement:

A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10A, A-10B, A-11, A-12, A-13, A-20, A-21, A-22; and

B-1, B-3, B-5, B-6, B-11, B-15, B-16; and

C-1, C-2, C-3, C-6A, C-6B, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-19, C-20; and

D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11; and

E-1, E-2, E-3, E-5, E-6, E-8, E-11, E-18, E-19, E-21, E-31; and

F-7.

Exhibit C

Emergency Preparedness Plan

Poinciana Community Development District

EMERGENCY PREPAREDNESS PLAN

For

LANDSCAPE, HARDSCAPE & STREETScape AMENITIES

Located In

POLK COUNTY, FLORIDA

Purpose: To provide a comprehensive list of procedures to be followed by the Contractor for preparations related to storm events and other natural emergencies on the District jobsite within the District's boundaries. This plan is to be utilized as the minimal procedures to be followed during preparation for storm events, such as hurricane and other extreme wind or water events. Actual physical situations and weather conditions may affect the execution of this plan. This plan is to be utilized as a guide for the process.

The District will appoint a representative referred to as the Storm Emergency Preparedness Coordinator (SEPC) who will closely monitor the weather conditions during the hurricane season, which runs from June 1st to November 30th every year, and generally monitor the weather for the balance of the year. The SEPC will coordinate with the Contractor to ensure that the minimum requirements of this plan are met. The initial SEPC is _____.

The Contractor may have company-generated emergency/storm work procedures in place, which exceed this plan. These procedures must be coordinated and approved by the SEPC. At a minimum, the Contractor will be required to follow the procedures outlined in this plan. For the safety of all employees, the Contractor's crew shall not be dispatched until the storm has passed, unless authorized by the SEPC. After the storm has passed, the jobsite will be evaluated by the Contractor's Project Superintendent (CPS) and the SEPC for safe working conditions. All employees are not to be allowed to return to work until the site has been deemed safe and sanitary for work by the SEPC and the CPS. No personnel, whether essential or non-essential, shall be allowed to work on the site when maximum sustained winds exceed thirty-nine miles per hour (39 mph). It is contemplated that a regional emergency council/group ("Council") may be established among landowners with the District in the future for the purpose of effectuating Development-wide emergency policies and procedures. In the event the Council designates facilities for the purpose of allowing essential personnel to remain on-site during an emergency, the Contractor agrees to coordinate with the SEPC in determining whether Contractor personnel shall remain onsite during an emergency at such time in the future.

The Contractor is expected to place the District in a priority position and the Contractor shall commit to having labor and equipment on site within twelve (12) hours of the storm passing to begin cleanup and restoration operations.

The Contractor will bring in additional equipment and labor, if needed, with the approval of the SEPC. The Contractor shall submit a Labor and Equipment Rate Schedule annually for review and approval by the SEPC. The Contractor shall submit to the SEPC a rate schedule on or before October 1. All preparedness action items shall be in addition to the scope of services identified in the Agreement and shall be provided by the Contractor at no additional cost.

It is expected that, as a matter of protocol, the Contractor will also monitor the weather for tropical storms,

hurricanes, and other weather events that may create emergency conditions throughout the year. The key to providing the safest environment and protection of the landscape and hardscape assets located within the District is based upon preparations, storm awareness, communication, and response.

PREPARATIONS: Preparations for expected storm events may differ; these are the minimum actions that should be undertaken.

During the storm season, the best practice for the jobsite location is to maintain a supply of emergency supplies in the event of isolation, loss of utility services, road blockage, and loss of fuel supplies. Suggested items to be included in the Emergency Response Box ("Hurricane Box"), or other such emergency storage container, should include, but is not limited to:

- Supply of Drinking water (3 days per employee on site)
- 3 day supply of non-perishable food
- Flashlights and fresh batteries (lights plus backup batteries)
- Nylon rope (polypropylene) (500')
- Spare Ear Plugs
- Tarps (5-10)
- Leather palmed gloves
- Fuel Electrical Generator Hand tools (ax, shovel, rake, etc.)
- First Aid Kit
- Duct tape
- Plastic garbage bags –large yard size
- Rain Suit
- 1 roll of CAUTION tape
- Spare Safety Goggles
- Rubber boots
- Mosquito Repellant
- Asphalt "cold patch"
- Quick set concrete mix
- Spare irrigation pipe and fittings
- Chainsaw(s)
- Leaf blower(s)
- Extension cord (500')
- String of temporary lights
- Rolls of Poly (5)
- Scaffold and boards
- Portable light on wheels
- Spare chainsaw chains
- Chainsaw bar oil

5 Day Action Plan:

Where potential for a hurricane landfall, or other natural emergency, is expected within a five (5) day period, or in the event the area is placed under a "HURRICANE WATCH," the following shall occur:

1. The CPS shall establish communication with the SEPC regarding the presence of the storm/hurricane/emergency and review site specific actions to be undertaken by the Contractor.
2. The CPS shall monitor the storms progress at regular intervals via radio, television, computer/internet, or other means available.

3. The CPS shall communicate conditions and plans with their company's Safety Team or Safety Manager as may be required to review the situation ahead of time.
4. The CPS shall continue to monitor the storm/hurricane/emergency for changes in the storm profile and/or projected course, and communicate these changes to the SEPC.

3 Day Action Plan:

Where potential for a storm/hurricane landfall, or other natural emergency, is expected within a five (5) day period or in the event the area is placed under a "HURRICANE WARNING," preparations shall be made to: secure the jobsite; protect District landscape and hardscape assets; prepare for tie down actions and evacuation. In addition, the following shall occur:

1. The CPS shall establish communication with the SEPC regarding the potential emergency conditions and review site specific protocols required by the SEPC and by the Contractor.
2. The CPS shall notify the Company Safety Manager and/or supervisory personnel of the preparations of the jobsite shutdown and preparation to secure the site.
3. The SEPC will hold meetings with Contractor supervisory personnel and employees to discuss the proposed action plan.
4. Ensure all materials, tools, tool sheds, containers and small equipment are removed from low-lying areas and are protected from rising water and are tied down.
5. Ensure that all motorized equipment is securely parked in an elevated area so it will not be damaged from possible flooding and is tied down. Equipment parking areas will be approved by the SEPC after discussion with the CPS.
6. All Contractor-owned construction trailers, office trailers, tool trailers, sheds, etc., if any, on the Contractor's jobsite shall be tied down securely according to City of Orlando Code. If equipment cannot be secured properly, it shall be removed from the jobsite.
7. Police the jobsite and storage yards to remove, or direct removal of, potential flying objects from the site or secure them with proper tie-downs.
8. Have all temporary port-o-lets pumped out, tied down or removed.
9. Have all trash dumpsters emptied or removed.
10. Top off all equipment with fuel in the event that fuel supply becomes short or service stations are inoperable following the storm/emergency. All equipment and all fuel cans should be filled to capacity.
11. All water containers should be filled with potable water to capacity.
12. All bag fertilizer or chemicals should be placed in the interior of a secure structure or removed from the site.
13. Board up all windows in field office (if applicable), or protect them with storm shutters.
14. Disconnect all field office (if applicable) electrical equipment (computers, copiers, etc.).

15. Take photos of your site prior to the storm/emergency to record site and landscape conditions.
16. Park trucks and other motorized equipment in an open area that will be easy to clear and near a major roadway, if possible, so after-storm access is easier.
17. All uninstalled landscape materials shall be secured in the best possible way considering the anticipated intensity of the upcoming storm event.
18. All ties, guys and other tree or plant material support systems shall be checked, tightened, secured or replaced to protect the landscape asset from the level of storm damage expected.
19. All drains, swales, inlets, outlets or other elements of the drainage system shall be checked to ensure that the stormwater structures and conveyance channels are free flowing.

1 Day Plan: (Hurricane is Eminent)

The CPS shall establish communication with the SEPC regarding the eminence of a storm/hurricane/emergency and review site specific protocols to be utilized by the SEPC and by the CPS. Communication options for post storm shall be established in the event of the loss of cellular or wired communication for the time period immediately following the storm event.

The CPS shall notify the Contractor's Safety Manager and/or supervisory personnel of the preparations at the jobsite and potential for a project site lockdown. Discussion will entail whether and at what time a lockdown shall be mandated or if there is adequate safe and secure shelter from the storm. In the event of an evacuation, the Contractor's employees shall be offered evacuation and encouraged to participate in an evacuation plan. Before any evacuation, the following shall be completed:

1. Remove any scaffolding.
2. Ensure that all small equipment is in the security of storage containers or secure building.
3. All small materials are placed in close proximity to storage containers.
4. All heavy equipment is parked surrounding the yard materials and storage containers to form a perimeter. Final inspection of the jobsite to secure any small items and to prevent flying debris shall be conducted by the SEPC at this point.
5. Ensure first aid kits are fully stocked.
6. Identify debris collection locations.
7. Place flashlight, fresh batteries, first aid kit and/or emergency kit in appropriate company vehicles. In the event of an evacuation, the Contractor's trucks remaining on the jobsite shall be placed in a perimeter with the heavy equipment.
8. Generators shall be placed in a point of easy access for first retrieval.
9. Take photos and/or video of the secured jobsite, if possible.
10. Sandbag the doors of the field office (if applicable), if possible.

After the storm: (Post Hurricane)

1. Once the storm has passed, the jobsite shall be evaluated in partnership with the CPS and the SEPC for its safety. The CPS shall organize available manpower to accomplish specific tasks based upon a prioritization of such tasks provided by the SEPC. All site specific hazards will be noted and corrected within the skills, abilities and training of Contractor's employees. Dangerous conditions for human occupancy may include, but are not limited to, unstable hard structures, presence of open or downed electrical lines, excessive water build-up/flooding, unsanitary conditions such as the presence of waste, threat of electrical hazards, presence of displaced wildlife, and so forth. The CPS shall communicate this with the SEPC to discuss plans for correction or elimination of unsafe conditions.
2. The SEPC in conjunction with the CPS and the Contractor's supervisory personnel shall evaluate the earliest time for resuming work on the jobsite and shall implement plans to that effect. Assistance with clean-up of non-contracted projects or work areas, using Contractor's heavy equipment, vehicles, and labor, will be negotiated based on the Pre-Approved Labor & Equipment Rate Schedules. It is the intent of the District to continue to provide the safest workplace and the highest level of efficiency in starting work following a storm.
3. The priorities will be:
 1. Ensure that the public is safe and protected from unsafe conditions on the jobsite created by the storm;
 2. Secure personal property;
 3. Proceed to the jobsite with caution;
 4. Ensure that site working conditions are safe;
 5. Clear roadways and other access routes of hazards;
 6. Identify and mark areas where dangerous conditions exist;
 7. Secure damaged buildings;
 8. Repair or make operable any equipment which can be used in the cleanup effort.
 9. Photo-document the site prior to starting cleanup operations.
4. Due to the perishable nature of landscape material, every effort should be made to return the plant material to their original location and position. Contractor shall attempt to return uprooted trees or plants within forty-eight (48) hours.
5. Areas where hardscape, signs or other site amenities have been damaged should be cleared and made passable as quickly as possible.
6. Photo-document the worksite upon return, noting any significant changes, and communicate those changes with the SEPC.
7. Photo-document any and all damage to the landscape and hardscape areas.
8. Assess all repairs and losses within seven (7) days after the storm has passed, with follow-up assessments to occur sixty (60) days and six (6) months thereafter.

SECTION VI

**Arbitrage Rebate Computation
Proposal For
Poinciana
Community Development District
(Polk County, Florida)**

**\$13,285,000 Senior Special Assessment Refunding Bonds
Series 2012A-1**

**\$8,000,000 Subordinate Special Assessment Refunding Bonds
Series 2012A-2**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

September 13, 2019

Ms. Teresa Viscarra
Government Management Services – CF, LLC
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Re: Arbitrage Rebate Computation Proposal for Poinciana Community Development District,
(Polk County, Florida), \$13,285,000 Senior Special Assessment Refunding Bonds, Series
2012A-1 & \$8,000,000 Subordinate Special Assessment Refunding Bonds, Series 2012A-2

Dear Ms. Viscarra:

Thank you for contacting our office and requesting this Proposal for the above referenced Poinciana Community Development District (the "District") Bond Issue. AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above referenced District Issue. We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small town bond issuers throughout the United States. We currently compute rebate for more than 6,100 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 400 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. As you know, we have recently performed computations for the Magnolia West, Poinciana, Villasol, Fleming Island Plantation, Beacon Lakes, Palm Coast Park and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Cities of Cape Coral and Palm Beach in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Corpus Christi (TX) and the States of Connecticut, New Jersey, Montana, and West Virginia.

We have prepared a Proposal for the computation of arbitrage for the District's Bond Issue. We have established a "bond year end" of April 18th, based on the closing date.

Proposal

We are proposing rebate computation services based on the following:

- \$13,285,000 Senior Special Assessment Refunding Bonds, Series 2012A-1 & \$8,000,000 Subordinate Special Assessment Refunding Bonds, Series 2012A-2
- Fixed Rate; and
- Cost of Issuance, A-1 Debt Service Reserve, A-2 Debt Service Reserve and Debt Service Funds.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2012A-1 and A-2 Bonds is \$450 per year and will encompass all activity from April 30, 2018, the date of our last report, through April 30, 2023. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee

Report Date	Type of Report	Period Covered	Fee
September 30, 2019	Rebate and Opinion	Closing – April 30, 2019	\$450
April 30, 2020	Rebate and Opinion	Closing – April 30, 2020	\$450
April 30, 2021	Rebate and Opinion	Closing – April 30, 2021	\$450
April 18, 2022	Rebate and Opinion	Closing – April 18, 2022*	\$450
April 30, 2023	Rebate and Opinion	Closing – April 30, 2023	\$450

* IRS required reporting date.

The documentation required for the production of the Rebate Reports is as follows:

1. US Bank statements, for all funds and accounts, for the period beginning on May 1, 2018 through each report date.

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;

- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.


The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled.


AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on 9/25/20, 2019.

Poinciana Community
Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation

By: 
Poinciana Community
Development District

By: 
Michael J. Scarfo
Senior Vice President

SECTION VII

SECTION C

SECTION 1

Poinciana Community Development District

ACTION ITEMS

Updated October 2020

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
1	10/16/19	CDD Merger	George Flint / District Counsel		On Hold	On hold until after general election. PWCDD got a response from bond counsel that if a written opinion is required, a fee of \$10,000 would be charged. It has been determined that bondholder consent is likely not feasible as the bonds were traded on the open market and there are numerous bondholders.
2	10/16/19	Determine feasibility of standing meetings with CDD, HOA, and Taylor Morrison	George Flint		On Hold	A pond maintenance meeting took place 12.04.19; The Board is waiting for Supervisor Reed to come back to the Board with a detailed recommendation.
3	1/15/20	Determine reasoning for CDD pond ownership on golf course	Kathy Leo / George Flint		In Process	DE addressed this issue at a prior meeting and described typical installation and maintenance of stormwater system and the overall benefit to the community. DE is researching the issue further.
4	12/18/19	Review methodology for golf course assessments and how they are factored in to the current budget	George Flint		In Process	When the Series 2000A bonds were issued, the assessment methodology took into account developer contributions to offset the debt that would have otherwise been allocated to the golf course. The O&M assessments followed the debt service methodology. Therefore, no O&M assessments are collected from the golf course. This issue could be reviewed as part of the FY 22 budget process.
5	5/20/20	Stock fish as approved at August BOS meeting for midge management	Clayton Smith		In Process	Waiting for cooler temperatures.

SECTION 2

Poinciana Community Development District

Summary of Check Register

August 13, 2020 to October 13, 2020

Fund	Date	Check No.'s	Amount
General Fund	8/13/20	2926	\$ 22,192.54
	8/19/20	2927	\$ 1,034.83
	8/28/20	2928-2931	\$ 21,852.63
	9/3/20	2932	\$ 13,981.00
	9/9/20	2933	\$ 5,242.59
	9/17/20	2934-2939	\$ 104,105.45
	9/23/20	2940	\$ 5,000.00
		\$	173,409.04
Payroll	<u>August 2020</u>		
	Anthony Reed	50104	\$ 84.70
	Elizabeth Lambrides	50105	\$ 184.70
	Lita Epstein	50106	\$ 184.70
	Michael Luddy	50107	\$ 184.70
	Robert Zimbardi	50108	\$ 184.70
		\$	823.50
			\$ 174,232.54

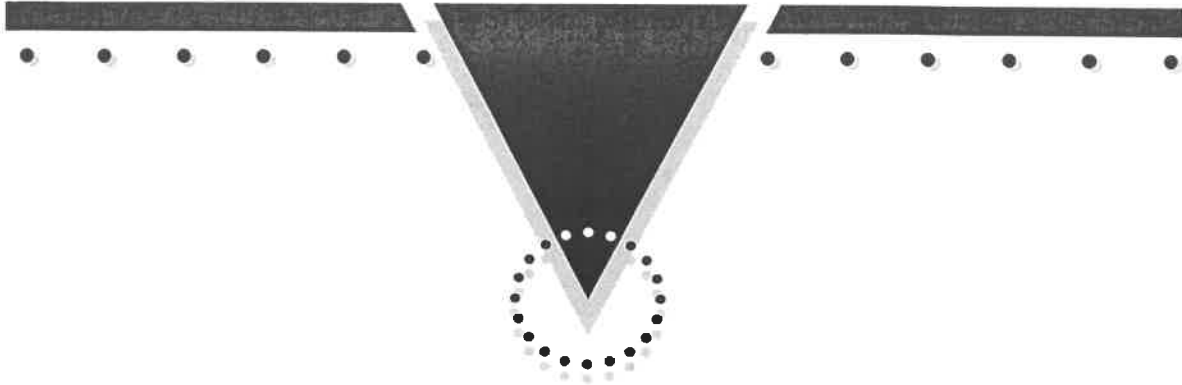
CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
8/13/20	00025	8/07/20	4651759	202008	300-20700-10000			*	15,495.32	
					PROP. APPRAISER FEES					
8/07/20		8/07/20	4651760	202008	310-51300-49100			*	6,697.22	
					PROP APPRAISER FEE					
						POLK COUNTY PROPERTY APPRAISER				22,192.54 002926
8/19/20	00005	7/29/20	1040060	202007	310-51300-48000			*	295.16	
					ANNUAL AUDIT SERVICES					
7/29/20		7/29/20	1040060	202007	310-51300-48000			*	739.67	
					NOT. BUDGET/BOS AUDIT MTG					
						THE LEDGER				1,034.83 002927
8/28/20	00009	8/17/20	7401	202008	320-53800-47000			*	8,616.66	
					AQUATIC SERVICES AUG20					
						CLARKE AQUATIC SERVICES, INC.				8,616.66 002928
8/28/20	00011	8/17/20	1013242	202008	320-53800-47100			*	12,583.33	
					MOSQUITO MGMT SERV AUG20					
						CLARKE ENVIRONMENTAL MOSQUITO				12,583.33 002929
8/28/20	00010	8/18/20	7-097-56	202008	310-51300-42000			*	183.25	
					DELIVERY 08/13/20					
8/25/20		7-103-18	202008	310-51300-42000				*	26.89	
					DELIVERY 08/20/20					
						FEDEX				210.14 002930
8/28/20	00017	8/25/20	2154260	202008	310-51300-31100			*	442.50	
					INTERIM ENG. SERVS AUG20					
						GAI CONSULTANTS, INC				442.50 002931
9/03/20	00034	8/28/20	11499	202009	300-15500-10000			*	7,680.00	
					FY21 PROPERTY INSURANCE					
8/28/20		8/28/20	11499	202009	300-15500-10000			*	6,301.00	
					FY21 GEN.LIAB/PUBLIC OFFC					
						EGIS INSURANCE & RISK ADVISORS				13,981.00 002932
9/09/20	00001	9/01/20	141	202009	310-51300-34000			*	3,750.00	
					MANAGEMENT FEES SEP20					
9/01/20		9/01/20	141	202009	310-51300-35200			*	125.00	
					INFORMATION TECH SEP20					
9/01/20		9/01/20	141	202009	310-51300-31300			*	416.67	
					DISSEMINATION FEE SEP20					
9/01/20		9/01/20	141	202009	310-51300-51000			*	15.33	
					OFFICE SUPPLIES					
9/01/20		9/01/20	141	202009	310-51300-42000			*	38.68	
					POSTAGE					

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CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK....#
9/01/20	141	202009	310	51300	42500			*	48.90	
							COPIES			
9/01/20	141	202009	310	51300	41000			*	14.68	
							TELEPHONE			
9/01/20	142	202009	320	53800	12000			*	833.33	
							FIELD MANAGEMENT SEP20			
							GOVERNMENTAL MANAGEMENT SERVICES-CF			
9/17/20	00009	9/15/20	7611	202009	320	53800-47000	AQUATIC SERVICES SEP20	*	8,616.66	5,242.59 002933
9/17/20	00011	9/15/20	1013788	202009	320	53800-47100	CLARKE AQUATIC SERVICES, INC.	*	12,583.33	8,616.66 002934
							MOSQUITO MGMT SERV SEP20			
9/17/20	00004	9/01/20	5407	202009	320	53800-46200	CLARKE ENVIRONMENTAL MOSQUITO	*	11,970.42	12,583.33 002935
							LAWN MAINTENANCE SEP20			
							FLORALAWN 2, LLC			
9/17/20	00036	9/17/20	50105	202009	310	51300-11000		*	184.70	11,970.42 002936
							REPLACE LOST CHECK#50105			
9/17/20	00013	9/17/20	09172020	202009	300	20700-10000	ELIZABETH A. LAMBRIDES	*	21,735.54	184.70-
							FY20 DEBT SERVICE ASSESS			
							FY20 PROP. APPRAISER FEE			
9/17/20	00013	9/17/20	09172020	202009	300	20700-10000	POINCIANA CDD C/O USBANK	*	64,694.82	6,240.22 002938
							FY20 TAYLOR MORRISON 5/1			
9/23/20	00001	9/15/20	143	202009	300	15500-10000	POINCIANA CDD C/O USBANK	*	5,000.00	64,694.82 002939
							FY21 ASSESSMENT ROLL CERT			
							GOVERNMENTAL MANAGEMENT SERVICES-CF			
							TOTAL FOR BANK A		173,409.04	5,000.00 002940
							TOTAL FOR REGISTER		173,409.04	

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SECTION 3



Poinciana
Community Development District

Unaudited Financial Reporting
September 30, 2020



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Debt Service Income Statement</u>
4	<u>Month to Month</u>
5	<u>FY20 Assessment Receipt Schedule</u>

Poinciana
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
September 30, 2020

	General Fund	Debt Service Fund	Totals 2020
<u>ASSETS:</u>			
<u>CASH</u>			
OPERATING ACCOUNT - SUNTRUST	\$419,630	---	\$419,630
MONEY MARKET ACCOUNT	\$53,024	---	\$53,024
PREPAID EXPENSES	\$18,981		\$18,981
<u>INVESTMENTS</u>			
SERIES 2012A-1 & A-2			
RESERVE A-1	---	\$535,748	\$535,748
RESERVE A-2	---	\$322,618	\$322,618
REVENUE	---	\$701,348	\$701,348
REDEMPTION A-1	---	\$213	\$213
REDEMPTION A-2	---	\$129	\$129
GENERAL REDEMPTION	---	\$23,781	\$23,781
TOTAL ASSETS	<u>\$491,634</u>	<u>\$1,583,836</u>	<u>\$2,075,470</u>
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	---	---	\$0
<u>FUND EQUITY:</u>			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE 2012A-1 & A-2	---	\$1,583,836	\$1,583,836
OPERATING RESERVE	\$155,224	---	\$155,224
UNASSIGNED	\$336,410	---	\$336,410
TOTAL LIABILITIES & FUND EQUITY	<u>\$491,634</u>	<u>\$1,583,836</u>	<u>\$2,075,470</u>

Poinciana

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending September 30, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/20	ACTUAL THRU 9/30/20	VARIANCE
REVENUES:				
ASSESSMENTS - TAX COLLECTOR	\$589,757	\$589,757	\$592,512	\$2,755
ASSESSMENTS - DIRECT BILLED	\$105,184	\$105,184	\$105,184	\$0
INTEREST	\$2,000	\$2,000	\$2,816	\$816
TOTAL REVENUES	\$696,941	\$696,941	\$700,512	\$3,571
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISOR FEES	\$12,000	\$12,000	\$6,000	\$6,000
FICA EXPENSE	\$918	\$918	\$459	\$459
ENGINEERING	\$18,000	\$18,000	\$15,050	\$2,950
ATTORNEY	\$30,000	\$30,000	\$17,984	\$12,016
SETTLEMENT AGREEMENT	\$0	\$0	\$34,361	(\$34,361)
ARBITRAGE	\$450	\$450	\$0	\$450
DISSEMINATION	\$5,000	\$5,000	\$5,400	(\$400)
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	\$45,000	\$45,000	\$0
INFORMATION TECHNOLOGY	\$2,700	\$2,700	\$1,500	\$1,200
TELEPHONE	\$100	\$100	\$15	\$85
POSTAGE	\$2,600	\$2,600	\$1,743	\$857
PRINTING & BINDING	\$2,000	\$2,000	\$575	\$1,425
INSURANCE	\$15,422	\$15,422	\$12,982	\$2,440
LEGAL ADVERTISING	\$3,500	\$3,500	\$3,675	(\$175)
OTHER CURRENT CHARGES	\$550	\$550	\$1,174	(\$624)
OFFICE SUPPLIES	\$400	\$400	\$138	\$262
PROPERTY APPRAISER	\$7,000	\$7,000	\$6,697	\$303
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
FIELD:				
FIELD MANAGEMENT	\$10,000	\$10,000	\$10,000	\$0
ELECTRIC	\$2,000	\$2,000	\$1,093	\$907
LANDSCAPE MAINTENANCE	\$155,000	\$155,000	\$143,645	\$11,355
AQUATIC CONTROL MAINTENANCE	\$115,000	\$115,000	\$103,400	\$11,600
AQUATIC MIDGE MANAGEMENT	\$160,000	\$160,000	\$151,000	\$9,000
R&M DRAINAGE	\$5,000	\$5,000	\$0	\$5,000
R&M MULCH	\$6,000	\$6,000	\$0	\$6,000
R&M PLANT REPLACEMENT	\$6,000	\$6,000	\$0	\$6,000
STORM STRUCTURES REPAIRS	\$50,000	\$50,000	\$17,185	\$32,815
CONTINGENCY	\$10,000	\$10,000	\$2,700	\$7,300
CAPITAL OUTLAY	\$16,536	\$16,536	\$212	\$16,324
TOTAL EXPENDITURES	\$696,941	\$696,941	\$597,773	\$99,168
EXCESS REVENUES (EXPENDITURES)	\$0		\$102,740	
FUND BALANCE - BEGINNING	\$0		\$388,895	
FUND BALANCE - ENDING	\$0		\$491,634	

Poinciana

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2012A-1 & A-2

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending September 30, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/20	ACTUAL THRU 9/30/20	VARIANCE
REVENUES:				
ASSESSMENTS - TAX COLLECTOR	\$1,361,339	\$1,361,339	\$1,370,799	\$9,460
ASSESSMENTS - DIRECT BILLED	\$258,779	\$258,779	\$258,779	\$0
ASSESSMENTS - PREPAYMENT	\$0	\$0	\$37,504	\$37,504
INTEREST	\$0	\$0	\$10,752	\$10,752
TOTAL REVENUES	\$1,620,118	\$1,620,118	\$1,677,833	\$57,715
EXPENDITURES:				
ADMINISTRATIVE				
PROPERTY APPRAISER	\$15,500	\$15,500	\$15,495	\$5
SERIES 2012A-1				
SPECIAL CALL - 11/1	\$5,000	\$5,000	\$15,000	(\$10,000)
INTEREST - 11/1	\$199,909	\$199,909	\$199,909	\$0
PRINCIPAL - 05/1	\$620,000	\$620,000	\$620,000	\$0
INTEREST - 05/1	\$199,909	\$199,909	\$199,581	\$328
SPECIAL CALL - 05/1	\$0	\$0	\$15,000	(\$15,000)
SERIES 2012A-2				
SPECIAL CALL - 11/1	\$10,000	\$10,000	\$10,000	\$0
INTEREST - 11/1	\$152,231	\$152,231	\$152,225	\$6
PRINCIPAL - 05/1	\$300,000	\$300,000	\$300,000	\$0
INTEREST - 05/1	\$152,231	\$152,231	\$151,931	\$300
SPECIAL CALL - 05/1	\$0	\$0	\$10,000	(\$10,000)
TOTAL EXPENDITURES	\$1,654,781	\$1,654,781	\$1,689,142	(\$34,361)
EXCESS REVENUES (EXPENDITURES)	(\$34,663)		(\$11,309)	
FUND BALANCE - BEGINNING	\$720,196		\$1,595,145	
FUND BALANCE - ENDING	\$685,533		\$1,583,836	

Poinciana Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX COLLECTOR	\$0	\$132,725	\$381,136	\$32,444	\$15,468	\$7,546	\$13,930	\$3,656	\$1,852	\$3,756	\$0	\$0	\$592,512
ASSESSMENTS - DIRECT BILLED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,296	\$0	\$0	\$0	\$0	\$105,050
INTEREST	\$189	\$176	\$364	\$444	\$304	\$285	\$212	\$207	\$196	\$205	\$123	\$112	\$2,816
TOTAL REVENUES	\$189	\$132,901	\$381,500	\$32,887	\$94,660	\$7,831	\$14,142	\$30,158	\$1,048	\$3,961	\$123	\$112	\$700,512
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$1,000	\$0	\$1,000	\$2,000	\$0	\$0	\$0	\$1,000	\$0	\$0	\$1,000	\$0	\$6,000
FICA EXPENSE	\$77	\$0	\$77	\$153	\$0	\$0	\$0	\$77	\$0	\$0	\$77	\$0	\$459
ENGINEERING	\$2,865	\$642	\$6,105	\$1,533	\$295	\$1,513	\$1,075	\$295	\$443	\$443	\$443	\$0	\$15,050
ATTORNEY	\$4,390	\$188	\$2,562	\$6,270	\$1,736	\$1,481	\$413	\$870	\$75	\$0	\$0	\$0	\$17,984
SETTLEMENT AGREEMENT	\$0	\$0	\$0	\$0	\$34,361	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,361
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$617	\$417	\$417	\$417	\$417	\$617	\$417	\$417	\$417	\$417	\$417	\$417	\$5,400
ANNUAL AUDIT	\$0	\$0	\$0	\$3,590	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,590
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$7,070	\$0	\$0	\$0	\$0	\$0	\$7,070
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	\$3,750	\$3,750	\$45,000
INFORMATION TECHNOLOGY	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$1,500
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15	\$0	\$15
POSTAGE	\$237	\$67	\$181	\$556	\$46	\$283	\$35	\$53	\$13	\$4	\$229	\$39	\$1,743
PRINTING & BINDING	\$159	\$143	\$0	\$65	\$62	\$34	\$45	\$4	\$14	\$2	\$49	\$0	\$575
INSURANCE	\$12,982	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,982
LEGAL ADVERTISING	\$0	\$272	\$267	\$593	\$258	\$267	\$0	\$983	\$0	\$1,095	\$0	\$0	\$3,675
OTHER CURRENT CHARGES	\$35	\$0	\$50	\$516	\$270	\$1	\$15	\$0	\$3	\$304	\$0	\$0	\$1,174
OFFICE SUPPLIES	\$25	\$21	\$20	\$15	\$21	\$1	\$15	\$0	\$3	\$0	\$0	\$0	\$138
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	\$6,697	\$0	\$6,697
FIELD:													
FIELD MANAGEMENT	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$10,000
ELECTRIC	\$95	\$89	\$90	\$108	\$96	\$97	\$97	\$77	\$90	\$82	\$85	\$87	\$1,093
LANDSCAPE MAINTENANCE	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$11,970	\$143,645
AQUATIC CONTROL MAINTENANCE	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$8,617	\$103,400
AQUATIC MIDGE MANAGEMENT	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$12,583	\$151,000
R&M DRAINAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R&M MULCH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R&M PLANT REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STORM STRUCTURES REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$200	\$0	\$0	\$17,185	\$0	\$0	\$0	\$17,185
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
TOTAL EXPENDITURES	\$64,933	\$39,717	\$48,647	\$53,695	\$77,941	\$42,371	\$47,206	\$41,654	\$56,118	\$40,164	\$46,890	\$38,437	\$597,773
EXCESS REVENUES/(EXPENDITURES)	(\$62,744)	\$93,184	\$332,853	(\$20,808)	\$16,719	(\$34,540)	(\$33,065)	(\$11,496)	(\$54,070)	(\$36,203)	(\$46,767)	(\$38,325)	\$102,740

**Poinciana
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENTS FY2020 RECEIPTS

MAINTENANCE

GROSS ASSESSMENTS \$ 627,392.36
 CERTIFIED NET ASSESSMENTS \$ 589,748.82
 100%

DATE	CHECK NO	GROSS ASSESSMENTS RECEIVED	DISCOUNTS	COMMISSIONS PAID	INTEREST INCOME	NET ASSESSMENTS RECEIVED	GENERAL FUND
11/14/19	ACH	\$ 1,288.28	\$ 51.52	\$ 24.74	\$ -	\$ 1,212.02	\$ 1,212.02
11/18/19	ACH	\$ 10,347.89	\$ 534.20	\$ 196.27	\$ -	\$ 9,617.42	\$ 9,617.42
11/22/19	ACH	\$ 21,348.64	\$ 853.76	\$ 409.90	\$ -	\$ 20,084.98	\$ 20,084.98
11/29/19	ACH	\$ 108,215.52	\$ 4,327.68	\$ 2,077.76	\$ -	\$ 101,810.08	\$ 101,810.08
12/6/19	ACH	\$ 133,244.96	\$ 5,328.64	\$ 2,558.33	\$ -	\$ 125,357.99	\$ 125,357.99
12/16/19	ACH	\$ 271,869.93	\$ 10,872.12	\$ 5,219.96	\$ -	\$ 255,777.85	\$ 255,777.85
1/15/20	ACH	\$ 33,828.00	\$ 1,038.88	\$ 655.78	\$ -	\$ 32,133.34	\$ 32,133.34
1/31/20	ACH	\$ -	\$ -	\$ -	\$ 310.25	\$ 310.25	\$ 310.25
2/14/20	ACH	\$ 16,105.98	\$ 322.00	\$ 315.68	\$ -	\$ 15,468.30	\$ 15,468.30
3/13/20	ACH	\$ 7,777.15	\$ 77.28	\$ 154.00	\$ -	\$ 7,545.87	\$ 7,545.87
4/15/20	ACH	\$ 14,183.62	\$ 1.84	\$ 283.64	\$ -	\$ 13,898.14	\$ 13,898.14
4/30/20	ACH	\$ -	\$ -	\$ -	\$ 32.12	\$ 32.12	\$ 32.12
5/15/20	ACH	\$ 3,730.39	\$ -	\$ 74.61	\$ -	\$ 3,655.78	\$ 3,655.78
6/14/20	ACH	\$ 1,890.08	\$ -	\$ 37.80	\$ -	\$ 1,852.28	\$ 1,852.28
7/8/20	ACH	\$ 3,444.88	\$ -	\$ 68.90	\$ -	\$ 3,375.98	\$ 3,375.98
7/30/20	ACH	\$ 381.88	\$ -	\$ 7.64	\$ -	\$ 374.24	\$ 374.24
7/31/20	ACH	\$ -	\$ -	\$ -	\$ 5.79	\$ 5.79	\$ 5.79
TOTAL COLLECTED		\$ 627,657.20	\$ 23,407.92	\$ 12,085.01	\$ 348.16	\$ 592,512.43	\$ 592,512.43
PERCENTAGE COLLECTED							100%

DEBT SERVICE

GROSS ASSESSMENTS \$ 1,448,232.55
 CERTIFIED NET ASSESSMENTS \$ 1,361,338.60
 100%

DATE	CHECK NO	GROSS ASSESSMENTS RECEIVED	DISCOUNTS	COMMISSIONS PAID	INTEREST INCOME	NET ASSESSMENTS RECEIVED	DEBT SERVICE FUND
11/14/19	ACH	\$ 2,628.30	\$ 105.12	\$ 50.46	\$ -	\$ 2,472.72	\$ 2,472.72
11/18/19	ACH	\$ 24,455.38	\$ 1,262.26	\$ 463.86	\$ -	\$ 22,729.26	\$ 22,729.26
11/22/19	ACH	\$ 45,374.08	\$ 1,814.82	\$ 871.19	\$ -	\$ 42,688.07	\$ 42,688.07
11/29/19	ACH	\$ 243,522.93	\$ 9,740.01	\$ 4,675.66	\$ -	\$ 229,107.26	\$ 229,107.26
12/6/19	ACH	\$ 305,039.40	\$ 12,200.59	\$ 5,856.78	\$ -	\$ 286,982.03	\$ 286,982.03
12/13/19	28899	\$ 3,857.03	\$ -	\$ -	\$ -	\$ 3,857.03	\$ 3,857.03
12/16/19	ACH	\$ 638,176.15	\$ 25,524.02	\$ 12,253.04	\$ -	\$ 600,399.09	\$ 600,399.09
1/15/20	ACH	\$ 78,007.86	\$ 2,389.68	\$ 1,512.36	\$ -	\$ 74,105.82	\$ 74,105.82
1/31/20	ACH	\$ -	\$ -	\$ -	\$ 714.78	\$ 714.78	\$ 714.78
2/14/20	ACH	\$ 37,616.09	\$ 752.10	\$ 737.28	\$ -	\$ 36,126.71	\$ 36,126.71
3/13/20	ACH	\$ 17,752.63	\$ 176.40	\$ 351.52	\$ -	\$ 17,224.71	\$ 17,224.71
4/15/20	ACH	\$ 33,326.64	\$ 4.38	\$ 666.45	\$ -	\$ 32,655.81	\$ 32,655.81
4/30/20	ACH	\$ -	\$ -	\$ -	\$ 74.85	\$ 74.85	\$ 74.85
5/15/20	ACH	\$ 8,440.98	\$ -	\$ 168.82	\$ -	\$ 8,272.16	\$ 8,272.16
6/14/20	ACH	\$ 4,518.96	\$ -	\$ 90.38	\$ -	\$ 4,428.58	\$ 4,428.58
7/8/20	ACH	\$ 8,220.01	\$ -	\$ 164.40	\$ -	\$ 8,055.61	\$ 8,055.61
7/30/20	ACH	\$ 908.95	\$ -	\$ 18.18	\$ -	\$ 890.77	\$ 890.77
7/31/20	ACH	\$ -	\$ -	\$ -	\$ 13.57	\$ 13.57	\$ 13.57
TOTAL COLLECTED		\$ 1,451,845.39	\$ 53,969.38	\$ 27,880.38	\$ 803.20	\$ 1,370,798.83	\$ 1,370,798.83
PERCENTAGE COLLECTED							101%

DIRECT BILLED ASSESSMENTS

TAYLOR MORRISON \$363,963.27 \$105,184.00 \$258,779.27

DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	DEBT SERVICE
2/3/20	11/1/19	109098	\$ 181,981.64	\$ 181,981.64	\$ 52,592.00	\$ 129,389.64
2/3/20	2/1/20	109098	\$ 90,990.82	\$ 90,990.81	\$ 26,296.00	\$ 64,694.81
8/14/20	5/1/20	16000-00065351	\$ 90,990.82	\$ 90,990.82	\$ 26,296.00	\$ 64,694.82
			\$ 363,963.28	\$ 363,963.27	\$ 105,184.00	\$ 258,779.27

SECTION D

SECTION 1

Poinciana Community Development District



October 21, 2020

Clayton Smith - Field Services Manager

GMS

Completed

Cleared Outfall Grates of Debris and Trash

- ✚ Stormwater grate on pond b-16 regularly collects trash and debris.
- ✚ Grate was cleared of debris.



Repair of Washout on Villagio



- ✚ A broken irrigation valve was discovered.
- ✚ Work was repaired then broke again.
- ✚ Landscaper has repaired the damage. No lasting effect to CDD bank.

In-Progress

Homes Causing Bank Damage



- ✚ While driving ponds some areas have been discovered where homeowner drains are damaging pond bank.
- ✚ Working to rectify these areas.

Plant Removal/Replacement

- ✚ A declining Bottlebrush tree grouping was discovered.
- ✚ After final review the single dead tree will be removed.
- ✚ The two remaining trees will be hard-pruned back to allow them to grow and flush back out.



Other

Aerator Maintenance



- ✚ General Maintenance performed
- ✚ Cleaning of panels and inspection.
- ✚ Added mesh to the aerators to stop debris intrusion.
- ✚ Replaced all faulty pumps with some left over.

Fish Stocking Information

- ✚ B-1 to be used as test pond for fish stocking.
- ✚ 5 acre pond.
- ✚ Temperatures in ponds still in the high 80s. Best practice is to wait until temps lower some more. Estimated mid to late November install.



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 Thank you.

Respectfully,
Clayton Smith



PCDD Monthly Treatment Report

Date between : 09/01/2020 and 09/30/2020

Customer Site ID	Treatment Date	Condition/Weeds Treated
A-1	9/30/20	Clean
A-2	9/30/20	Clean
A-3	9/3/20	Baby Tears
A-3	9/3/20	Duckweed
A-4	9/3/20	Baby Tears
A-4	9/3/20	Duckweed
A-5	9/2/20	Clean
A-6	9/2/20	Clean
A-7	9/3/20	Filamentous
A-7	9/3/20	Spike Rush
A-8	9/3/20	Filamentous
A-8	9/3/20	Spike Rush
A-9	9/3/20	Baby Tears
A-9	9/3/20	Duckweed
A-10A	9/2/20	Clean
A-10B	9/2/20	Clean
A-11	9/2/20	Clean
A-12	9/3/20	Baby Tears
A-12	9/3/20	Crested Floating Heart
A-12	9/3/20	Duckweed
A-13	9/3/20	Baby Tears
A-13	9/3/20	Crested Floating Heart
A-13	9/3/20	Duckweed
A-20	9/30/20	Clean
A-22	9/30/20	Clean
B-1	9/24/20	Clean
B-5	9/24/20	Alligator Weed
B-5	9/24/20	Pennywort
B-5	9/24/20	Shoreline Grasses
B-6	9/24/20	Alligator Weed
B-6	9/24/20	Pennywort
B-6	9/24/20	Shoreline Grasses
B-11	9/22/20	Alligator Weed
B-11	9/22/20	Pennywort
B-11	9/22/20	Shoreline Grasses
B-15	9/2/20	Clean
B-16	9/22/20	Clean
C-1	9/30/20	Alligator Weed
C-1	9/30/20	Pennywort
C-1	9/30/20	Shoreline Grasses
C-2	9/24/20	Alligator Weed
C-2	9/24/20	Pennywort
C-2	9/24/20	Shoreline Grasses
C-3	9/24/20	Alligator Weed
C-3	9/24/20	Pennywort

C-3	9/24/20	Shoreline Grasses
C-6A	9/8/20	Alligator Weed
C-6A	9/8/20	Filamentous
C-6A	9/8/20	Pennywort
C-6A	9/8/20	Shoreline Grasses
C-6A	9/8/20	Spike Rush
C-6B	9/8/20	Alligator Weed
C-6B	9/8/20	Filamentous
C-6B	9/8/20	Pennywort
C-6B	9/8/20	Shoreline Grasses
C-8	9/3/20	Alligator Weed
C-8	9/3/20	Pennywort
C-8	9/3/20	Shoreline Grasses
C-9	9/24/20	Filamentous
C-10	9/30/20	Clean
C-11	9/8/20	Alligator Weed
C-11	9/8/20	Filamentous
C-11	9/8/20	Hydrilla
C-11	9/8/20	Pennywort
C-11	9/8/20	Shoreline Grasses
C-12	9/23/20	Hydrilla
C-13	9/2/20	Alligator Weed
C-13	9/2/20	Pennywort
C-13	9/2/20	Shoreline Grasses
C-14	9/2/20	Alligator Weed
C-14	9/2/20	Pennywort
C-14	9/2/20	Shoreline Grasses
C-15	9/3/20	Alligator Weed
C-15	9/3/20	Filamentous
C-15	9/3/20	Pennywort
C-15	9/3/20	Shoreline Grasses
C-16	9/2/20	Clean
C-17	9/8/20	Alligator Weed
C-17	9/8/20	Filamentous
C-17	9/8/20	Hydrilla
C-17	9/8/20	Pennywort
C-17	9/8/20	Shoreline Grasses
C-18	9/2/20	Alligator Weed
C-18	9/2/20	Pennywort
C-18	9/2/20	Shoreline Grasses
C-19	9/8/20	Alligator Weed
C-19	9/8/20	Filamentous
C-19	9/8/20	Pennywort
C-19	9/8/20	Shoreline Grasses
C-19	9/8/20	Spike Rush
C-20	9/23/20	Filamentous
D-1	9/9/20	Alligator Weed
D-1	9/9/20	Pennywort

D-1	9/9/20	Shoreline Grasses
D-2	9/9/20	Alligator Weed
D-2	9/9/20	Pennywort
D-2	9/9/20	Shoreline Grasses
D-3	9/9/20	Alligator Weed
D-3	9/9/20	Pennywort
D-3	9/9/20	Shoreline Grasses
D-4	9/22/20	Alligator Weed
D-4	9/22/20	Pennywort
D-4	9/22/20	Shoreline Grasses
D-5	9/9/20	Alligator Weed
D-5	9/9/20	Pennywort
D-5	9/9/20	Shoreline Grasses
D-6	9/9/20	Alligator Weed
D-6	9/9/20	Pennywort
D-6	9/9/20	Shoreline Grasses
D-7	9/9/20	Alligator Weed
D-7	9/9/20	Pennywort
D-7	9/9/20	Shoreline Grasses
D-8	9/9/20	Alligator Weed
D-8	9/9/20	Pennywort
D-8	9/9/20	Shoreline Grasses
D-9	9/9/20	Alligator Weed
D-9	9/9/20	Pennywort
D-9	9/9/20	Shoreline Grasses
D-10	9/2/20	Alligator Weed
D-10	9/2/20	Pennywort
D-10	9/2/20	Shoreline Grasses
D-11	9/9/20	Alligator Weed
D-11	9/9/20	Pennywort
D-11	9/9/20	Shoreline Grasses
E-1	9/9/20	Clean
E-2	9/10/20	Alligator Weed
E-2	9/10/20	Filamentous
E-2	9/10/20	Pennywort
E-2	9/10/20	Shoreline Grasses
E-3	9/9/20	Clean
E-5	9/30/20	Clean
E-6	9/30/20	Alligator Weed
E-6	9/30/20	Pennywort
E-6	9/30/20	Shoreline Grasses
E-8	9/30/20	Alligator Weed
E-8	9/30/20	Pennywort
E-8	9/30/20	Shoreline Grasses
E-11	9/30/20	Alligator Weed
E-11	9/30/20	Pennywort
E-11	9/30/20	Shoreline Grasses
E-18	9/9/20	Clean

E-19	9/9/20	Clean
E-21	9/9/20	Clean
E-31	9/9/20	Clean
F-7	9/24/20	Alligator Weed
F-7	9/24/20	Pennywort
F-7	9/24/20	Shoreline Grasses
F-7	8/27/20	Clean



PWCDD Monthly Midge Treatment Report
October 2020

Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
PWCDD Truck ULV	Ponds 5.6, 8, & 9				mi		gal
PWCDD ATV ULV	Ponds 5.6, 8, & 9				mi		gal
PWCDD ATV ULV	Ponds 5.6, 8, & 9				mi		gal
PWCDD Truck ULV	Ponds 5.6, 8, & 9				mi		gal
PWCDD ATV ULV	Ponds 5.6, 8, & 9				mi		gal
PWCDD Truck ULV	Ponds 5.6, 8, & 9				mi		gal
PWCDD ATV ULV	Ponds 5.6, 8, & 9				mi		gal
Total For The Month				0.00	mi	0.00	gal
Abate 5% Pellets Larvicide Ponds							
					ac		lb
Total For The Month				0.00	ac	0.00	lb
Abate 4E Larvicide Ponds							
					ac		oz
Total For The Month				0.00	ac	0.00	oz



Poinciana Community Development District
Monthly Midge Treatment Report
September 1st, 2020- September 30th, 2020

Night Truck Spray

- 42.20 Miles were sprayed

ATV ULV Spray

- 38.70 Miles were sprayed

Backpack Pellet Larvicide

- 0 Acres were treated

Boat Larvicide Treatments

- 56.09 Acres were treated

SECTION 2

Customer Complaint Log Poinciana CDD

Date	Resident	Address	Pond	Complaint	Assigned To	Resolution	Date Resolved
8/18/20	Andrea Erickson	1029 Glendora Road S	P-D5	Midges - requested barrier treatment	Clayton Smith	Treated	8/19/20
8/19/20	Clyde Harrison	345 Via Torrente Drive	P-1F	Midges	Avatar	Sent to Avatar	8/19/20
8/21/20	Alicia Murray	351 Via Torrente Drive	P-1F	Midges	Avatar	Sent to Avatar	8/24/20
8/25/20	Carly Forbes	384 Bella Cortina Drive	P-10	Midges	Avatar	Sent to Avatar	8/25/20
				Fallen tree in conservation area	Solivita Community Association		
8/26/20	Robert Guarino	840 Jasmine Creek Rd	N/A			Sent to Rudy	8/28/20
8/31/20	Robert Zimbardi	524 Catania Lane	B-1	Midge Control	Clayton Smith	Contacted homeowner, treated	9/3/20
9/1/20	Holle Forbes	384 Bella Cortina Dr	P-10	Midge Control	Avatar	Sent to Avatar	9/1/20
9/11/20	N/A	N/A	C-1	Algae	Clayton Smith	Treated	9/3/20
9/18/20	Jeffrey Schmidt	612 Volterra Blvd	P-A21	Algae	Clayton Smith	Treated	9/24/20
9/18/20	Diana Rodriguez	741 Grand Canal Drive	P-A 1213	Midge Control	Clayton Smith	Treated	9/24/20
9/21/20	Judie Chiappone		P-B16	Litter in drain	Clayton Smith	Picked up	9/21/20
9/23/20	Karen Skeens	776 Grand Canal Dr	Canal-1	Midge Control	Avatar	Sent to Avatar	9/23/20
				Trees in conservation area	Solivita Community Association		
10/5/20	Stephen Merra	1281 Glendora Road	C-A			Sent to Rudy	10/5/20
10/6/20	Shib Mitra	570 San Raphael Street	P-1	Midge Control	Avatar	Sent to Avatar	10/6/20
10/12/20	Heather Hayes	364 New River Drive	B-16	Midge Control	Clayton Smith	Courtesy spray to be completed	10/13/20
10/13/20	Robert Zimbardi	524 Catania Lane	B-1	Midge Control	Clayton Smith	To be sprayed	10/15/20