

Poinciana
Community Development District

Agenda Package

September 15, 2021

AGENDA

Poinciana

Community Development District

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

September 8, 2021

**Board of Supervisors
Poinciana Community
Development District**

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet **Wednesday, September 15, 2021 at 11:00 at the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.**

Zoom Information for Members of the Public:

Link: <https://zoom.us/j/93704992274>

Dial-in Number: (646) 876-9923

Meeting ID: 937 0499 2274

Following is the advance agenda for the meeting:

1. Roll Call
2. Pledge of Allegiance
3. Public Comment Period on Agenda Items
4. Approval of Minutes of the July 21, 2021 Meeting
5. Discussion Items
 - A. Rule Regarding Use of Tunnels
 - B. Pond Policy for Stormwater Ponds and Infrastructure
6. Consideration of Policy for Acquisition and Acceptance of Common Area Property from Developers
7. Consideration of Maintenance Agreements
 - A. Landscape Maintenance with Floralawn
 - B. Aquatic Maintenance Services with Clarke
 - C. Midge Control Services with Clarke
8. 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
9. Supervisor's Requests
10. Other Business
11. General Audience Comments

12. Next Meeting Date – October 20, 2021

13. Adjournment

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

The fourth order of business is the approval of minutes from the July 21, 2021 meeting. The minutes are enclosed for your review.

The fifth order of business are the discussion items. The tunnel rule and stormwater ponds policy are enclosed under Sections A & B.

The sixth order of business is the consideration of policy for acquisition and acceptance of the common area property from developers. A copy of the proposed policy is enclosed for your review.

The seventh order of business is consideration of the annual maintenance agreements. The landscape maintenance agreement with Floralawn and the aquatic and midge control agreements with Clarke are enclosed under Sections A – C for your review.

The eighth 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 and monthly treatment reports are 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,



Tricia Adams
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, July 21, 2021 at 11:00 a.m. in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Lita Epstein	Chair
Michael Luddy	Vice Chairman
Robert Zimbardi	Assistant Secretary
Tony Reed	Assistant Secretary
Elizabeth Lambrides	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Jan Carpenter	District Counsel
Kathy Leo	District Engineer
Clayton Smith	Field Manager
Residents	

The following is a summary of the discussions and actions taken at the July 21, 2021 Poinciana Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment Period on Agenda Items

Ms. Adams asked if there were any public comments, both in person and via Zoom, and hearing none, the next item followed.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the May 19, 2021 Meeting

Ms. Epstein presented the minutes of the January 15, 2020 Board Meeting.

On MOTION by Mr. Reed seconded by Mr. Luddy with all in favor the minutes of the May 19, 2020 Board Meeting were approved as amended.

Ms. Epstein presented the minutes of the March 17, 2021 Meeting. The following corrections were noted:

- Mr. Luddy had a change to Page 3 with the correction of one of the motions appointing him to the “*Polk County Roads Project*”, and he also asked if he could get a recap of what had happened with the treatment of the ponds with the Midge Management Agreement. Ms. Adams responded that it may be best to discuss that subject under Field Manager’s report.
- Mr. Reed also had a correction to the top of page 5 from “*Mr. Reed wanted to monitor engineering*” to “*Mr. Reed monitors engineering*”.
- He also asked for clarification of an action item on page 5 regarding the insurance policy, and Ms. Adams responded that she would be going over that item under her District manager’s report.
- Mr. Luddy had a correction to the ninth order of business regarding a proposal to assess the golf course, and Ms. Adams explained that there had been multiple discussions of it at several meetings. She summarized that there had been golf course properties that were identified as amenity properties and that one of those parcels had not been assessed, which was the parcel identified in Resolution 2021-08. She noted that financials would be discussed in the budget meeting and that the resolution had been prepared by legal counsel. Ms. Epstein explained the process of levying of the assessment and asked if there was any public comment on the matter. One resident asked if the developer that owned part of the ponds at the golf course should be paying a higher percentage a month to maintain the ponds, and Ms. Epstein answered that the parcel was already being paid, but that management had found a parcel that was not paying assessments.

FIFTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2021-08 Equalizing, Approving, and Levying Operations & Maintenance Assessments for the First Time on Golf Course Lands

Ms. Adams opened the public hearing and the Resolution to assess a golf course parcel was presented. Ms. Adams asked if there were any comments or questions, and hearing none, asked for a motion to approve.

On MOTION by Mr. Luddy seconded by Mr. Zimbardi with all in favor Resolution 2021-08 Golf Course O&M Assessments, was approved.

B. Consideration of Resolution 2021-09 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations

Ms. Adams opened the public hearing and asked if there were any comments or questions, and hearing none, she presented the budget. She noted that the actuals had been updated through May 31st. She also explained increased fees under the proposed budget under “other current charges” were due to an increase in bank fees for fraud protection services.

Mr. Zimbardi asked if the District was covered under the fraud protection services if the bank was hacked and account information was exposed, and Ms. Adams responded that it would protect the District, but did not extend to personal fraud protection. She also noted that Poinciana West was expecting to transition over to an electronic check system as opposed to paper checks.

Ms. Adams presented the Field Expenses section under “Operations and Maintenance.” The narrative on Page 2 had more funding assigned to the contract and less funding assigned to contingency based on the transition with the midge management program. She also noted that the on Page 2, the second table regarding property types had a note that the amount for the golf course had been reduced to 4.54 units. She pointed out to the audience members that there were extra copies of the budget on the table in the conference room.

Mr. Luddy had a question on Page 6 regarding the fees for the aquatic midge control about how their expenditure was five times more than Poinciana West’s. Mr. Smith answered that Poinciana had far more ponds included in the contract whereas Poinciana West did not.

Ms. Epstein asked for a motion to approve the budget.

On MOTION by Mr. Reed seconded by Mr. Zimbardi with all in favor, Resolution 2021-09 Adopting Fiscal Year 2022 Budget, was approved.

Ms. Epstein closed the public hearing.

C. Consideration of Resolution 2021-10 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams stated that this was a companion resolution to the budget adoption, adding that it allowed for the collection of the assessments on the tax roll using the uniform collection method as well as imposing the assessments on the Operations & Maintenance fees.

On MOTION by Mr. Luddy seconded by Ms. Lambrides with all in favor, Resolution 2021-10 Imposing Assessments and Certifying an Assessment Roll, was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

Ms. Leo addressed the following:

- Tunnel Inspections: Discussion would occur at the next meeting when more information was collected.
- Annual Pond Inspections: Discussion would occur at the next meeting when more information was collected.

Discussion ensued and the Board addressed the following:

- Ms. Epstein updated the board on notices being sent out through Polk County addressing zoning changes and similar notices. It was also noted that there were individual bond owner receipt variances that would not impact any of the District properties.
- Ms. Lambrides asked if there was an update from representatives regarding the tunnel discussion, and Mr. Zimbardi replied there had not been a response and they were working on finding out why. Ms. Lambrides added that from what she understood from comments from the public was that they were redesigning their plans for Cypress Parkway in order to make in more accessible for Poinciana Residents as well as correcting issues regarding the construction. She also added

that she had heard that Polk County had put their project on hold until CFX made their decision.

- Mr. Luddy asked if there was going to be a different route, and Ms. Epstein responded that they were trying to get it done as cheaply as possible while still accommodating Poinciana. Ms. Carpenter also gave the option of getting a proposal from a condemnation attorney if the Board felt it would affect the community or tunnels as a cautionary measure, and the Board stated they would like to see a proposal. Ms. Lambrides asked if they could also include information in the proposal that was not for the public domain.
- Mr. Luddy asked if the District would be incurring any more expenses regarding the ponds, and Ms. Adams responded that they would look over policies and go through the process to decide how they would maintain them while keeping the current budget in mind.
- Mr. Luddy asked if there was anything in the engineer's report that they would need to address regarding storm water system maintenance, and Ms. Adams stated that there would be some items that would be presented under the field report but that there was no critical or time sensitive pond maintenance items.

C. District Manager

Ms. Adams mentioned that at the last meeting, the subject of how many residents had paid off their debt in total had come up, and she updated the Board that the recent assessment role was 145 residents in Poinciana CDD.

Ms. Lambrides asked if it would be beneficial to the residents to let them know what rate they were paying, and Ms. Adams responded that she would put an article together to go out in an email through the HOA. Ms. Lambrides asked if it would adversely affect the District if residents decided to pay off their debt service, and Ms. Adams responded that it would not.

Ms. Adams also noted that she had an update on the previous discussion of neighborhood captain, stating that she received the name of a neighborhood captain for Poinciana CDD. She added that the person was copied, along with Board members, regarding the agenda, meeting reminder, and agenda packet. She also noted she had received another general neighborhood

email address that she would copy on future emails in order to allow for participation in the meetings.

She also followed up that District staff was working on obtaining information to benefit residents regarding the beneficial plants in the ponds, and that they would receive it after it was reviewed by the District Engineer. She then answered the question of how many registered voters were within the District, which was 4,872 voters. Compared to the prior year that totaled 4,739, the number of registered voters had increased.

Ms. Adams followed up on another question regarding the property schedule for the Poinciana CDD as well as the insurance coverage for the tunnels, answering that it was the property insurance that was on the proposed budget. She added that the North and South tunnel were both on the property schedule as well as that she had the insurance policy for review if any Board members wanted to see it.

i. Action Items List

Ms. Adams reported on the following action items:

1. Pond Turnover from Taylor Morrison: District Counsel would be advising on a turnover requirement checklist at a future meeting.
2. Review Golf Course O&M Assessments: This item was completed and therefore would be taken off the list.
3. Planting of Littoral Shelves: This item was completed and the plants were being monitored. Ms. Adams only noted that a newsletter would be sent out to residents at a future date regarding the benefits of the plants.
4. Stormwater System Maintenance: The annual inspection report for the stormwater system was distributed, and field management staff was reviewing the report. It was also noted that they would be presenting proposals under the Field Manager's Report.

ii. Approval of Check Register

Ms. Adams presented the Check Register from May 12, 2021 through July 13, 2021 in the amount of \$58,208.10.

On MOTION by Mr. Zimbardi seconded by Ms. Lambrides with all in favor the May 12, 2021 through July 13, 2021 Check Register was approved.

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through May 31, 2021. She noted that they were the same numbers as presented in the budget. She noted that Page 1 had an update of the combined balance sheet and debt service fund information, Page 2 included revenue and administrative and field expenses. She asked if there were any questions.

Mr. Luddy asked if there were any units that were in arrears paying their obligations to the CDD. Ms. Adams responded that because they assessed through the tax roll, the payment would be due to the tax collector, adding that the revenue would still come into the District. She also noted that as far as the direct bill assessments that went to Taylor Morrison, she pointed out the table of Page 5 was broken up into three different billings that had all been received. She stated that going forward, the newly imposed assessment for the golf course would be on the tax bill.

Ms. Lambrides asked where the unplatted and platted amount numbers came from, and Ms. Adams responded that the platted lots came from the county tax records, and the unplatted lot amounts came from the original engineer's reports. Ms. Lambrides asked if it was the responsibility of the builder to notify the Board if the numbers changed, and Ms. Adams answered that if there was ever an adjustment in the amount, the District would then have a true-up payment to satisfy the debt of the property. Ms. Lambrides also asked if they had a date timeframe as to when Taylor Morrison could work on the unplatted lots, and Ms. Adams responded that staff was following up and the Board would be updated when new information became available. She asked if there were any other questions, and hearing none, the next item followed.

iv. Presentation of Arbitrage Rebate Calculation Report

Ms. Adams stated the report was included in the agenda, noting that it showed there were no arbitrage issues shown. She also noted that the reason for the report was to be in compliance with the internal revenue code, and that the IRS required the calculation every 5 years but they do it every year because it is the same cost. Mr. Reed asked if the reports every year went all the

way back to the beginning, and Ms. Adams responded that it was typically associated with each bond issuance. She asked for a motion to approve.

On MOTION by Mr. Reed seconded by Mr. Luddy with all in favor, the Arbitrage Rebate Calculation Report, was approved.

Mr. Luddy interjected a statement that he had forgotten to request earlier, asking if he could obtain the policy for pond maintenance, as well as any requirements to maintain the wetlands. Ms. Epstein answered that it could be provided.

v. Approval of Fiscal Year 2022 Meeting Schedule

Ms. Adams presented the proposed meeting schedule in the agenda, noting that the Board had historically had meetings once a month, but meetings could be cancelled at the discretion of the Chair if there weren't any agenda items. She asked for a motion to approve.

On MOTION by Ms. Lambrides seconded by Mr. Reed with all in favor, the Fiscal Year 2022 Meeting Schedule, 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. The planting at the ponds had been completed, adding that the maintenance and replanting any plants would occur throughout the year every 30 days, and then moving to every 60 days. As far as in progress items, the only item that he noted he would have to get back to the Board on was the Golf Course. He also noted that they were continuing more hydrilla treatments, as well pond conveyance.

Mr. Smith then moved on to a GMS drainage proposal, starting with Ponds A-5, E-11, E-1, A-11, and A-9. Ms. Adams noted that the Board had the option to take action on the proposal at the current meeting or they could take the proposal under advisement and take action at a future meeting. Ms. Adams noted that the total for the proposals was \$2,831. She noted that the Board would have to take public comment. Ms. Epstein asked if there were any members of the public who would like to comment, and hearing none, she asked if any Board members had any comments. Mr. Luddy commented that he thought that he should go over the idea with Ms. Leo

before making any final decision on A5, therefore he requested it be left open until next month. He then corrected himself after realizing he was looking at the wrong pond.

On MOTION by Mr. Zimbardi seconded by Mr. Luddy with all in favor, the GMS proposal, was approved.

Mr. Smith presented another drainage proposal for Ponds E-3 and E-1 for the installation of dredgesox that would be covered in sod and dirt to fix the erosion issue, adding that it was within their ownership area. Ms. Adams stated the Board could approve both at the same time, with the first proposal being for \$3,000 and the second being in the amount of \$13,250. She noted that there was adequate funding and within the budget.

On MOTION by Mr. Luddy seconded by Mr. Reed with all in favor, the Lake and Wetlands Proposals, were approved.

ii. Customer Complaint Log

Mr. Smith stated the only complaint he received was about the grass around the ponds, explaining that the reason it was left longer is because they would come back to trim it at a later time due to it helping with erosion and preserving the bank of the ponds. He noted that there had also been some algae complaints in the ponds, but that it had mostly subsided.

SEVENTH ORDER OF BUSINESS

Supervisor’s Requests

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

General Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Next Meeting Date – August 18, 2021

The next meeting was scheduled for August 18, 2021 at 11:00 a.m.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A

**POINCIANA COMMUNITY DEVELOPMENT DISTRICT
RULE RELATING TO USE OF DISTRICT TUNNELS**

SECTION 1. INTRODUCTION. This rule (the “Rule”) prohibits the operation of certain Motor Vehicles, as that term is defined by section 320.01, *Florida Statutes*, within Tunnels owned by the Poinciana Community Development District (the “District”).

SECTION 2. DEFINITIONS.

- A. *Golf Cart.* A Motor Vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes which is not capable of exceeding speeds of twenty (20) miles per hour and which does not exceed seventy-eight (78”) inches in height. For purposes of this Rule, the definition of Golf Cart includes neighborhood electric vehicles and low speed vehicles which are not capable of speeds exceeding twenty-five (25) miles per hour and which do not exceed seventy-eight (78”) inches in height.
- B. *Tunnels.* Two (2) tunnels owned by the District commonly referred to as the “Bella Viana tunnel” and “Venezia tunnel,” which are intended for primary use by Golf Carts, the location of which are as more particularly identified in the attached **Exhibit A**.

SECTION 3. PROHIBITION OF THE OPERATION OF CERTAIN VEHICLES WITHIN THE TUNNELS. The Board of Supervisors (the “Board”) of the District hereby prohibits the operation of the following vehicles within the Tunnels:

- a) Motor Vehicles licensed for use on public roadways or manufactured to be utilized on public roadways, with the exception of Golf Carts; and
- b) Motor Vehicles with hinged doors, with the exception of Golf Carts; and
- c) Three-Wheeled Vehicles; and
- d) Two-Wheeled Vehicles, such as Mopeds and Motorcycles.

SECTION 4. MAINTENANCE MOTOR VEHICLES. Notwithstanding the foregoing, Motor Vehicles used for maintenance of the golf course, common areas and areas owned by the District are permitted to operate within the Tunnels if approved in advance in writing by the District Manager.

SECTION 5. SPEED LIMIT WITHIN THE TUNNELS. No permitted vehicle shall operate within the Tunnels at a speed exceeding ten (10) miles per hour.

SECTION 6. COMPLIANCE WITH FLORIDA LAW. Golf Carts utilizing the Tunnels must otherwise remain compliant with the provisions of the Solivita Golf Cart Rules as amended from time to time, and Florida law relating to the operation of Golf Carts, including but not limited to the provisions set forth in Chapter 316, *Florida Statutes*.

Exhibit A

Map of Location of Tunnels

Specific Authority: §§ 120.54, 190.011(5), and 190.041, *Fla. Stat.*
Effective date: June 8, 2016

SECTION B

Policy Regarding Prohibited Uses of Poinciana CDD Infrastructure

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

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

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

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

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

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

Date of Adoption: May 20, 2015

SECTION VI

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

POLICY FOR ACQUISITION AND ACCEPTANCE OF “COMMON AREA PROPERTY” FROM DEVELOPERS

SECTION 1 – PURPOSE. The Poinciana Community Development District does hereby establish uniform policy for the acquisition or acceptance of “Common Area Property” from Developers within the District.

SECTION 2 – DEFINITIONS.

2.1 Application: As set forth in Schedule “A” attached hereto, a completed Application Form, as such form may be amended from time to time, with all required attachments.

2.2 Poinciana Community Development District: The local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, by Rule No. 42AA-1 of the Florida Land and Water Adjudicatory Commission, effective on November 1, 1999, as may be amended from time to time.

2.3 Common Area Property: Real and/or personal property and appurtenant improvements owned by a Developer, and requested to be conveyed to the District for public ownership, use, operation and maintenance as a part of the District’s overall infrastructure project, that will provide a special benefit to landowners within the District and is amenable to public entity ownership.

2.4 Developer: A person or entity which owns lands within the District on which such Developer has constructed, or intends to construct, residential and/or commercial developments.

2.5 District: The Poinciana Community Development District as described in Section 2.2.

2.6 District Engineer: The consulting engineering firm retained by the District to perform some or all duties of the District Engineer.

2.7 District Manager: The manager of the District that is appointed by the Board of Supervisors of the District from time to time.

2.8 Terms “Shall” and “May”: As used herein, the word “may” is permissive, and the word “shall” is mandatory.

SECTION 3 – GENERAL.

3.1 It is the general procedure for the District, and a requirement of this Policy, that the District may accept certain Common Area Property for which a Developer desires to transfer ownership to the District if such property (i) is within the scope of the District’s “Project” as described in any Trust Indenture associated with bonds issued by the District of Engineer’s Report of the District, or (ii) is deemed by the District to serve a public purpose and to be a benefit to the landowners of the District. The District may accept Common Area Property that is necessary to complete, or to logically supplement, the infrastructure of the District, that is allowable by law, that provides a special benefit to the landowners within the District, and that the acceptance of which the District finds to be in the best interest of the District. Upon acceptance of ownership of such Common Area Property, the District shall operate and/or maintain

such property in compliance with the District's rules, policies and standards for all other District assets.

3.2 The Developer may apply to the District for acceptance by the District of Common Area Property by completing the Application form as set forth in Schedule "A" attached hereto, as the same may be amended from time to time. One copy of the completed Application and all attachments shall be emailed to the District Manager, and, if requested, up to three (3) copies of the completed Application, along with three (3) sets of all required attachments, shall be submitted to the District Manager by the Developer (also referred to herein as the "Applicant"), which shall include an agreement to reimburse the costs incurred by the District in its review of the Application. Upon receipt by the District Manager of the completed Application and the deposit described below, the District Manager will send one (1) complete copy to the District's attorney and one (1) complete copy to the District Engineer (however, if the District Engineer has prepared the Application they need not receive a copy). Each Application must be executed by the legal owner of the Common Area Property, together with all other parties having a legal ownership interest in the Common Area Property that is the subject of the Application.

3.3 The District shall accept Common Area Property by deed (for real property), the form of which is to be determined acceptable solely by the District, and/or by bill of sale (for personal property) in form satisfactory to the District and customary to the type of improvement(s), if applicable. Applicant must also provide, at Applicant's sole cost and expense, (i) an affidavit, satisfactory to the District, indicating that the costs of all labor and materials furnished and used in construction of the improvements have been paid in full and that there are no mechanic's, materialmen's or laborer's liens and no

unpaid bills for such work or materials; (ii) for real property interests, a commitment for an owner's policy of title insurance (or, at the District's discretion, an ownership and encumbrance title report) which shall be issued in a form reasonably acceptable to the District (with a policy to be delivered at the time of conveyance); and (iii) a survey of the Common Area Property meeting the requirements of the District's staff. In the event the District is acquiring real or personal property for value, and if requested by the District, the Applicant shall also provide an appraisal or "appraisal letter", dated within one (1) year of the submission of the Application, prepared by an M.A.I. certified appraiser, or other evidence of valuation acceptable to the District, establishing the value of the Common Area Property subject to the proposed transfer. All other documents customarily associated with property transfers shall be provided upon request. The Applicant shall provide any easements required by the District, as well as execute a written agreement whereby the Applicant agrees to pay, when a tax bill is issued, any and all ad-valorem taxes or assessments levied against the subject Common Area Property for the year in which such Common Area Property is conveyed to the District. If maintenance bonds were required by Polk County for the improvements, or if the District Engineer determines that it is prudent to have bonds issued for the improvements, Applicant shall provide copies of such maintenance bonds with evidence that the bonds have been endorsed or otherwise transferred to the District and that the District has been listed as dual obligee on each bond (or that the bonds are issued to the District, in a form acceptable to the District). The Applicant must provide the District with an assignment of all warranties, guarantees, development and contract rights and any other enforceable rights of the Applicant which are related or applicable to the improvements, as well as

copies of any permits, plans, as-built surveys or other documentation related or applicable to the subject property or improvements. With respect to land which is subject to a permit from a governmental or quasi-governmental entity for which the District has agreed to accept such permit, the Developer, at Developer's sole cost and expense, shall be responsible for obtaining all consents and paying all costs and fees necessary to transfer the permits to the District. The Developer shall be solely responsible for all transfer taxes, including but not limited to documentary stamp taxes, in connection with the conveyances of the real and personal property.

3.4 At the time the Application is submitted, the Developer shall submit a deposit in the amount of \$2,500, together with an agreement to reimburse the District in full for all costs incurred by the District for reviewing the Application. The District shall submit an invoice to the Developer showing the actual costs it incurred associated with the transfer (including but not limited to fees and costs incurred by architects, engineers, consultants, attorneys and other professionals engaged to review the Application and transfer documents). Any and all costs incurred by the District (in excess of the deposit amount) must be paid in full by the Applicant on or before the date the District agrees to place the submission on the agenda for the upcoming District board meeting for consideration of acceptance of the Common Area Property; any funds of the deposit remaining after the District has been fully reimbursed shall be refunded to the Applicant. The payments hereunder are solely intended to reimburse the costs incurred by the District associated with reviewing and processing the Application; additional expenses incurred by the Developer in conjunction with the Application and the conveyance, such as costs associated with recording conveyance documents, title work, title insurance,

bonds, surveys, appraisals, maintenance costs, taxes, closing costs, etc., shall be the Developer's sole responsibility and are in addition to the costs reimbursement set forth herein.

3.5 In the event the District determines, in its sole discretion, that the cost of maintaining the Common Area Property cannot be accommodated in the adopted budget in effect at the time of transfer, the Developer shall be required to fund all projected maintenance requirements for the Common Area Property from the date of transfer up through the date when the next year's tax assessment funds are collected and made available to the District. The District Manager shall compute such maintenance costs, and the full payment of such costs (or other mutually acceptable arrangement) must be made before the District accepts the Common Area Property. Any funds collected in excess of actual maintenance costs associated with the Common Area Property will be refunded to the Applicant upon request by the Developer.

3.6 The District Engineer shall review all Applications to determine if the Common Area Property and/or improvements meet the engineering specifications and requirements, if any, of the District and applicable governmental agencies, or to ensure the Common Area Property and/or improvements otherwise match the standards applicable to similar District properties. The District Engineer may require additional information from the Applicant (at the sole cost and expense of the Applicant) if, in the sole discretion of the District Engineer, such information is necessary or appropriate to determine the acceptability, condition or value of a Common Area Property and/or an improvement. The District Engineer (and/or other staff) shall require a site visit to view and inspect the improvements; Developer agrees to accompany, or have an engineer or

other appointee accompany, the District representative for such site visit(s). The District Engineer shall provide a certificate in a form reasonable acceptable to the District, indicating that the property and improvements to be accepted are completed and substantially comply with plans, permits, etc.

3.7 The District staff shall review the Application and, if it meets the requirements of the District, shall recommend to the Board of Supervisors that the Common Area Property be accepted by the District. The District may return an Application to the Applicant if it is incomplete, is unsatisfactory, or if the Applicant is in default of any of its other obligations to the District (irrespective of whether such obligation is related to the Common Area Property which is the subject of the pending Application). District counsel shall review and/or prepare all documents deemed necessary in the District's sole discretion, to close any approved conveyance(s).

3.8 In the event a Developer has utilized the services of the engineering, planning or similar firm or company that also acts as District Engineer for any project situated within the District (whether such services concern the Developer's real property or are provided in conjunction with the construction of improvements), and if the District feels it is prudent or expedient to do so, the District may modify or eliminate any of the requirements of such a Developer set forth herein relating to the transfer of such parcel of Common Area Property or improvement.

SCHEDULE "A"

APPLICATION

POINCIANA COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR ACCEPTANCE OF
REAL PROPERTY AND/OR IMPROVEMENTS

1. Applicant Name, Address, Telephone # and Email Addresses:

Name: _____

Contact Person for the Application: _____

Address: _____

Telephone Numbers: _____

Email Address: _____

2. Property Address/Description of Property: *(include name of subdivision)*

Subdivision: _____

Street Address: _____

General Description: _____

3. Legal Description of Property:

4. Improvements Located on the Property: *(include detailed description of improvements, dates of construction, costs of construction, name of contractor(s), engineer(s), inventory lists, etc.; attach copies of plans, as-built drawings, etc., as applicable)*

5. Description of all Warranties, Guarantees, Contracts, Permits, Surveys, Plans, etc. Applicable to the Construction, Operation or Maintenance of the Improvements: *(attach copies) Include assignment or transfer forms, if applicable.*

6. Estimated Annual Maintenance Costs: *(include detailed description of all maintenance requirements, actual and projected maintenance costs, any issues concerning such maintenance, and any and all proposals and existing contracts for the maintenance of the Property)*

7. Maintenance Bonds: *(include copies of all maintenance bonds; include proposed endorsement to the District and dual obligee rider)*

8. Agreement to Reimburse District: The Applicant has submitted a deposit in the amount of \$ _____ at the time of filing this Application with the District. Developer agrees to be responsible for the reimbursement or payment to

the District of any fees, costs or other payments incurred by the District in the review of this Application and the conveyance of the Common Area Property.

9. Authority. The signatory to this Application represents that he/she has the requisite capacity and authority to execute this Application, to bind the owner to convey the Common Area Property and to undertake the agreements and obligations referenced in the District's policies regarding the acquisition or acceptance of Common Area Property from Developers.

Applicant

[insert entity name]

By: _____

Print: _____

Title: _____

The following attachments must be included with this Application:

1. Draft conveyance documents (deed(s) and/or bill(s) of sale, as applicable)
2. Draft affidavit of no liens (prepared by District)
3. Title work concerning the Common Area Property (as applicable) and title insurance commitment, together with copies of all exception documents referenced therein. For fee simple interest, title policy will be due post-closing.
4. Survey with legal description (if required by District).
5. Appraisal or appraisal letter providing estimated value of Common Area Property or Design basis for infrastructure and all related calculations (if required by District).
6. Drafts of any required easements (or evidence of CDD's access through an easement).
7. Draft of agreement regarding the payment of ad-valorem taxes (if applicable).
8. Copies of all warranties, guarantees, etc. from contractors, subcontractors and suppliers and proposed assignment of same to the District.
9. Copies of all maintenance bonds with proposed endorsement and dual obligee rider.

10. Plans, CO's or other evidence of completion and acceptance, and "As-built" drawings for all improvements
11. Copies of all applicable permits, approvals, utility certifications, etc.
12. Maintenance cost calculations (as described in this Policy).
13. Deposit and Payment Agreement – minimum deposit of \$ _____ made payable to Poinciana Community Development District

For Office Use Only:

- | | | |
|------|-------|---|
| I. | _____ | Date Application received by District Manager. |
| II. | _____ | Copy sent to District Counsel, District Engineer [and Board of Supervisors, if applicable]. |
| III. | _____ | Date Common Area Property accepted by Board of Supervisors. |
| IV | _____ | Date of Closing |

SECTION VII

SECTION A

**THIRD EXTENSION TO THE LANDSCAPE MAINTENANCE
SERVICES AGREEMENT**

(POINCIANA COMMUNITY DEVELOPMENT DISTRICT)

THIS THIRD EXTENSION TO THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT (the “Third Extension”), dated October 1, 2021, is made by and between **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “District”), and **FLORALAWN2, LLC**, a Florida limited liability company, (the “Contractor”).

WHEREAS, the District and the Contractor are parties to that certain Agreement Between Poinciana Community Development District and Floralawn2 LLC Regarding the Provision of Landscape Maintenance Services, dated October 1, 2018 (the “Agreement”), as extended by the Extension to the Landscape Maintenance Services Agreement, dated October 1, 2019, as further extended by the Second Extension to the Landscape Maintenance Services Agreement, dated October 1, 2020 (collectively the “Extension”), relating to the provision of landscape maintenance for property owned and/or operated by the District, located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, the Contractor and District, in accordance with the provisions of the Agreement and Extension, as applicable, determined it to be in their best interest to extend the contract for an additional term of twelve (12) months, expiring September 30, 2022;

WHEREAS, in accordance with Section 3 and 11 of the Agreement, and upon the written agreement of the District and Contractor, the parties hereto desire to memorialize that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2022, pursuant to the Landscape Maintenance Addendum, prepared by the Contractor, attached hereto as **Exhibit “A.”** In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That in accordance with the Agreement and the Proposal, and in accordance with the election of the parties hereto to extend the term of the Agreement, the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2022, unless terminated sooner in accordance with the Agreement. The new termination date of the Agreement shall be September 30, 2022.
3. That Section 13, B. of the Agreement shall be revised as follows:

If to District: Poinciana Community Development District
c/o Governmental Management Services – Central Florida,
LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

with a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida, 32801
Attention: Jan A. Carpenter, Esq.

4. That in accordance with the terms of the Proposal, the District agrees to pay the Contractor a total fee of \$147,954.39, after the Services are completed and have been inspected and approved by the District's authorized representative.
5. That regardless of the date of execution of this Third Extension by the parties hereto, this Third Extension shall be deemed effective as of October 1, 2021.
6. That in order to facilitate execution of this Third Extension, this Third Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
7. That the following provision applies:

COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Third Extension immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement

with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Third Extension, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Third Extension.

8. That except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Extension to the Agreement to be executed on their behalf by duly authorized representatives as of the date first set forth above.

[Signatures on following page.]

SIGNATURE PAGE TO THE THIRD EXTENSION TO THE LANDSCAPE

MAINTENANCE SERVICES AGREEMENT

**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

Attest:

Secretary/Asst. Secretary

By: _____
Print: _____
Chairman/Vice-Chairman
Board of Supervisors

FLORALAWN2, LLC., a Florida limited liability company

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit "A"

Landscape Maintenance Addendum

[See attached.]



www.floralawn.com

774 South Corbett (863)668-0494
Road Phone:
Lakeland, Florida (863)668-0495
33801 Fax

Landscape Maintenance Addendum
Poinciana Community Development District

September 8, 2021

Poinciana Community Development District ("Poinciana CDD") and Floralawn2, LLC mutually desire to enter into this third extension in which Contractor will provide Services (as more specifically described in Agreement) of the original Agreement dated October 1, 2018, on the property known as Poinciana CDD for a one year term beginning October 1, 2021 (the "Third Extension").

Price Increase. An annual price increase for Contractor's Services, related directly to minimum wage increases for employees of Contractor, of three percent (3%) will be received by Contractor for the Third Extension, beginning with invoicing for Contractor's Services completed during the month of October and each consecutive month thereafter of each of the stated year.

Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the original Landscape Service Agreement as further described above.

We hereby propose the following for your review:
*Please see attached Exhibit A for price increases.

Contractor:
Floralawn2, LLC, a Florida limited liability company
By:

Association:
Solivita Community Association, Inc.
By:

Signature Date

Name: Rob Averitt
Title: President

Signature Date

Print Name

Its


**On behalf of the Poinciana Community
Development District**

Exhibit A

Compensation for Services

See Attached

Exhibit A

			
Exhibit A: Poinciana CDD October 2021 Price Increases	Current Annual Price as of September 2021 Annual Price	October 2021 Annual Price Increase	October 2021 Annual Price
Poinciana CDD	\$143,645.0	\$4,309.35	\$147,954.39

Contractor

Date

Association

Date

SECTION B

THIRD EXTENSION TO THE AQUATIC MAINTENANCE SERVICES AGREEMENT
(POINCIANA COMMUNITY DEVELOPMENT DISTRICT)

THIS THIRD EXTENSION TO THE AQUATIC MAINTENANCE SERVICES AGREEMENT (the “Third Extension”), dated October 1, 2021, is made by and between **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “District”), and **CLARKE AQUATIC SERVICES, INC.**, an Illinois corporation, who is authorized to do business in the State of Florida (the “Contractor”).

WHEREAS, the District and the Contractor are parties to that certain Agreement Between Poinciana Community Development District and Clarke Aquatic Services, Inc. for the Provision of Aquatic Maintenance Services, dated October 1, 2018 (the “Agreement”), as extended by the Extension to the Aquatic Maintenance Services Agreement, dated October 1, 2019, as further extended by the Extension to the Aquatic Maintenance Services Agreement, dated October 1, 2020 (collectively the “Extension”), relating to the provision of aquatic maintenance for property owned and/or operated by the District, located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, the Contractor and District, in accordance with the provisions of the Agreement and Extension determined it to be in their best interest to extend the contract for an additional term of twelve (12) months, expiring September 30, 2022;

WHEREAS, in accordance with the Agreement, and upon the written agreement of both the District and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2022, pursuant to the proposal letter, prepared by the Contractor, attached hereto as **Exhibit “A.”**

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the terms of the Agreement and Extension are in full force and effect.
3. That in accordance with the Agreement and the Proposal, and in accordance with the election of the parties hereto to extend the term of the Agreement, the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2022, unless terminated sooner in accordance with the Agreement. The new termination date of the Agreement shall be September 30, 2022.
4. That section 12, A. of the Agreement shall be revised as follows:

If to District: Poinciana Community Development District
c/o Governmental Management Services – Central Florida,
LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

with a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida, 32801
Attention: Jan A. Carpenter, Esq.

5. That in accordance with the terms of the Proposal, the District agrees to pay the Contractor a total fee of \$107,049.96, after the Services are completed and have been inspected and approved by the District's authorized representative.
6. That regardless of the date of execution of this Third Extension by the parties hereto, this Third Extension shall be deemed effective as of October 1, 2021.
7. That in order to facilitate execution of this Third Extension, this This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
8. That the following provision applies:

COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Third Extension immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the

District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Third Extension, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Third Extension.

9. That except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Extension to be executed on their behalf by duly authorized representatives as of the date first set forth above.

[Signatures on following page.]

**SIGNATURE PAGE TO THE THIRD EXTENSION TO THE AQUATIC
MAINTENANCE SERVICES AGREEMENT**

**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

Attest:

Secretary/Asst. Secretary

By: _____
Print: _____
Chairman/Vice-Chairman
Board of Supervisors

CLARKE AQUATIC SERVICES, INC.,
an Illinois corporation

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”
Proposal Letter

[See attached.]



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

August 10, 2021

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

RE: PCDD account # 0880101

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 The District, GMS, and you for your continued business and trust.

I request that Clarke's current maintenance contract with PCDD be renewed for an additional year with a fee increase of 2%, for the fiscal year of October 1, 2021, through September 30, 2022. This brings the current monthly service cost from \$8,745.91 to \$8,920.83, an increase of \$174.92 monthly, totaling an annual increase of \$2,099.04. Therefore, the yearly cost of \$104,950.99 increases to \$107,049.96.

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

Sincerely,

Tim Gardner

SECTION C

THIRD EXTENSION TO THE MIDGE CONTROL SERVICES AGREEMENT
(POINCIANA COMMUNITY DEVELOPMENT DISTRICT)

THIS THIRD EXTENSION TO THE MIDGE CONTROL SERVICES AGREEMENT (the “Third Extension”), dated October 1, 2021, is made by and between **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “District”), and **CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**, an Illinois corporation, who is authorized to do business in the State of Florida (the “Contractor”).

WHEREAS, the District and the Contractor are parties to that certain Agreement Between Poinciana Community Development District and Clarke Environmental Mosquito Management, Inc. for the Provision of Midge Control Services, dated October 1, 2018 (the “Agreement”), the Extension to the Midge Control Services Agreement, dated October 1, 2019, and the Extension to the Midge Control Services Agreement, dated October 1, 2020 (collectively, the “Extension”), relating to the provision of midge control for property owned and/or operated by the District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, the Contractor and District in accordance with the provisions of the Agreement and Extension determined it to be in their best interest to extend the Agreement for an additional term of twelve (12) months, expiring September 30, 2022;

WHEREAS, in accordance with the Agreement, and upon the written agreement of both the District and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2022, pursuant to the Professional Services Outline for the 2021-2022 Poinciana Community Development District Environmental Mosquito Management (EMM) Program, prepared by the Contractor, attached hereto as **Exhibit “A.”**

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the terms of the Agreement and Extension are in full force and effect.
3. That in accordance with the Agreement and the Proposal, and in accordance with the election of the parties hereto to extend the terms of the Agreement, the term of the Agreement shall continue for an additional period of twelve (12) months until September 30, 2022, unless terminated sooner in accordance with the Agreement. The new termination date of the Agreement shall be September 30, 2022.
4. That Section 12, A. of the Agreement shall be revised as follows:

If to District: Poinciana Community Development District
c/o Governmental Management Services – Central Florida,
LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

with a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida, 32801
Attention: Jan A. Carpenter, Esq.

5. That in accordance with the terms of the Proposal, the District agrees to pay the Contractor a total fee of \$154,019.99, after the Services are completed and have been inspected and approved by the District's authorized representative.
6. That regardless of the date of execution of this Third Extension by the parties hereto, this Third Extension shall be deemed effective as of October 1, 2021.
7. That in order to facilitate execution of this Third Extension, this Third Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
8. That the following provision applies:

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Third Extension immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity

with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Third Extension, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Third Extension.

9. That except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Extension to be executed on their behalf by duly authorized representatives as of the date first set forth above.

[Signatures on following page.]

**SIGNATURE PAGE TO THE THIRD EXTENSION TO THE
MIDGE CONTROL SERVICES AGREEMENT**

**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

Attest:

Secretary/Asst. Secretary

By: _____
Print: _____
Chairman/Vice-Chairman
Board of Supervisors

**CLARKE ENVIRONMENTAL
MOSQUITO MANAGEMENT, INC.,** an
Illinois corporation

Witness

By: _____
Print: _____
Title: _____

Witness

Exhibit “A”

**Clarke Environmental Mosquito Management, Inc. Professional Services Outline
For the 2021-2022 Poinciana Community Development District
Environmental Mosquito Management (EMM) Program**

[See attached.]



**Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The 2021-2022 Poinciana Community Development District
Environmental Mosquito Management (EMM) Program**

Part I. General Service

- A. Computer System and Record Keeping Database
- B. Public Relations and Educational Brochures
- C. Mosquito Hotline Citizen Response – (800) 443-2034
- D. Comprehensive Insurance Coverage Poinciana Community Development District
- E. Program Consulting and Quality Control Staff
- F. Monthly Operational Reports, Periodic Advisories, and Annual Report
- G. Regulatory compliance on local, state, and federal levels

Part II. Larval Midge Control

- A. Prescription Larval Control will be performed with Natular G30 and/or other granular larvicide as described in the following sections.
 - 1. Larval Control: The program provides for backpack pre-hatch treatments of contracted ponds (including at least A-9, A-IOa, A-IOb, 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) as needed up to 130 acres. Larval treatments scheduled as needed to maximize effectiveness of aquatic midge control services.

Part III. Adult Midge Control

- A. Adulticiding in mosquito harborage areas:
 - 1. At least forty (40) scheduled truck and ATV Ultra Low Volume (ULV) treatments of up to 11 miles of shoreline areas of any PCDD ponds with a synthetic pyrethroid insecticide as needed. Adulticide treatments scheduled as needed to maximize effectiveness of aquatic midge control services.
 - 2. Up to 10 miles backpack barrier treatments as needed to reduce re-infestation using a pyrethroid insecticide for residual control of adult mosquitoes.
- B. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. ULV particle size evaluation.
 - 4. Insecticide dosage and quality control analysis.

EMM Payment Total Cost for Parts I, II, and III

\$154,019.99



**Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The 2021-2022 Poinciana Community Development District
Environmental Mosquito Management (EMM) Program**

- I. **Program Payment Plan:** For Parts I, II, III as specified in the 2021-2022 Professional Services Cost Outline, the total for the program is \$154,019.99. The payments will be due on according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

II.

PROGRAM PAYMENT PLAN

Month	2021-2022
October	\$12,835
November	\$12,835
December	\$12,835
January	\$12,835
February	\$12,835
March	\$12,835
April	\$12,835
May	\$12,835
June	\$12,835
July	\$12,835
August	\$12,835
September	\$12,835
TOTAL	\$154,019.99

III. **Approved Contract Period and Agreement**

Please check one of the following contract periods:

2021-22 Season

For Poinciana Community Development District:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: _____ Title: Control Consultant Date: _____
Cherrief Jackson

SECTION VIII

SECTION C

SECTION 1

Poinciana Community Development District

ACTION ITEMS

Updated July 2021

Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
Ongoing	Pond Turnover from TM to CDD	District Engineer		In Process	District Engineer and Field Manager meeting with Taylor Morrison regarding pond maintenance required before turnover; Supervisor Reed participating. Required pond maintenance still in process. District Counsel advising on turnover requirements/checklist (documents and other data). Policy regarding pond turnover to be reviewed at BOS meeting 09.15.2021.
3/17/21	Planting Littoral Shelves	District Engineer/Field Manager		Completed	District Engineer and Field Manager to identify 2 ponds that would most benefit from littoral shelf planting, provide estimate for upcoming agenda to include photo renderings and maintenance cost. BOS approved Clarke proposal 05.19.2021. Littoral shelves were planted in June and are being monitored. Communication to residents pending.
5/19/21	Stormwater System Maintenance	Field Manager		In Process	District Engineer distributed annual inspection report 05.19.2021. The Field Manager reviewed and provided proposal for repairs at the 07.21.2021 BOS meeting which were approved. Approved work is not yet complete and Clayton will provide an update at the 09.15.2021 BOS meeting.
7/21/21	Communication to Residents Regarding Bond Payoff	District Manager Manager		In Process	For BOS Review 09.15.2021.

Poinciana Community Development District

219 East Livingston Street, Orlando, FL 32801
Phone: 407-841-5524 ext. 138 - Fax: 407-839-1526
PoincianaCDD.org

**PCDD Series 2012 A-1 and 2012 A-2 Refunding Bonds
Bond Payoff Information**

Poinciana Community Development District (PCDD) has previously approved issuing bonds to finance the construction of the stormwater system and tunnels. Those original bonds were then refinanced in 2012 to lower the interest rate. There is a financial impact for each home in PCDD. Property owners should understand that bond payments can either be paid in one lump sum payment or in annual debt service payments of \$438 to \$458 per unit as part of the annual property tax bill through 2031.

The lump sum payoff amount is about \$3,000 for properties located in Poinciana Community Development District. For the exact Series 2012 A-1 and A-2 Refunding Bonds Golf Course Bonds payoff details please contact:

Darrin Mossing Jr.
Governmental Management Services (GMS)
Office (407) 841-5524 ext. 116
dir@gmstnn.com

This amount is due by July 31, 2022 in order for the Debt Service portion of the assessment to be removed from November 2022 Polk County property tax bills.

Once the payment is received and it has been deposited into the trust account, District Offices will issue a release of lien that property owners can record with Polk County. Please note the property tax bill will still contain the PCDD Operations and Maintenance portion of the assessment. The PCDD Operations and Maintenance fees cannot be paid off.

Thank you,

Tricia L. Adams
District Manager
Governmental Management Services, CFL - LLC
219 E. Livingston Street
Orlando, FL 32801
407.841.5524 ext. 138

Frequently Asked Questions:

Payments can be made with a check (not a credit card).

The payment is due by July 31 each year in order to allow adequate time to properly convey information to the tax collector's office.

The lump sum payoff is not mandatory, it is optional. Residents can make annual payments (debt service fee) on the tax bill or make a lump sum payment. Lump sum payments can be made at a later time, but the debt service fee will be on the annual tax bill until a lump sum payment is made, or through 2031 (whichever comes first).

Residents who would like to see a sample of a property tax bill or would like to have a better understanding of the CDD fees that will appear on the non-ad valorem area of the tax bill, please contact Tricia L. Adams, District Manager.

DRAFT

SECTION 2

Poinciana Community Development District

Summary of Check Register

July 14, 2021 to September 6, 2021

Fund	Date	Check No.'s	Amount
General Fund	7/16/21	3025-3027	\$ 31,844.97
	7/28/21	3028	\$ 58,367.35
	8/6/21	3029-3036	\$ 38,294.48
	8/13/21	3037-3038	\$ 27,538.61
	8/18/21	3039-3040	\$ 20,716.33
	9/1/21	3041-3042	\$ 5,786.60
			\$ 182,548.34
Payroll	<u>July 2021</u>		
	Anthony Reed	50134	\$ 84.70
	Elizabeth Lambrides	50135	\$ 184.70
	Lita Epstein	50136	\$ 184.70
	Michael Luddy	50137	\$ 184.70
	Robert Zimbardi	50138	\$ 184.70
			\$ 823.50
			\$ 183,371.84

POINCIANA - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#	AMOUNT
7/16/21	00009	6/10/21	9630	202106	320-53800-49000			LITTORAL PLANTING JUNE 21	*	9,375.00		
7/16/21	00011	6/15/21	9655	202106	320-53800-47000			AQUATIC MAINT JUNE 21	*	4,750.00		
								CLARKE AQUATIC SERVICES, INC.				14,125.00
7/16/21	00011	6/15/21	1015947	202106	320-53800-47100			MOSQUITO MGMT JUNE 21	*	12,583.33		
								CLARKE ENVIRONMENTAL MOSQUITO				12,583.33
7/16/21	00001	7/01/21	166	202107	310-51300-34000			MANAGEMENT FEES JULY 21	*	3,750.00		
7/16/21	00001	7/01/21	166	202107	310-51300-35200			INFORMATION TECH JULY 21	*	125.00		
7/16/21	00001	7/01/21	166	202107	310-51300-31300			DISSEMINATION SVC JULY 21	*	416.67		
7/16/21	00001	7/01/21	166	202107	310-51300-51000			OFFICE SUPPLIES JULY 21	*	.21		
7/16/21	00001	7/01/21	166	202107	310-51300-42000			POSTAGE JULY 21	*	3.57		
7/16/21	00001	7/01/21	166	202107	310-51300-42500			COPIES JULY 21	*	2.70		
7/16/21	00001	7/01/21	167	202107	320-53800-12000			FIELD MANAGEMENT JULY 21	*	833.33		
7/16/21	00001	7/01/21	167	202107	310-51300-51000			STAPLES	*	5.16		
								GOVERNMENTAL MANAGEMENT SERVICES-CF				5,136.64
7/28/21	00013	7/28/21	07282021	202107	300-20700-10000			FY21 DEBT SERVICE ASSESS	*	58,367.35		
								POINCIANA CDD C/O USBANK				58,367.35
8/06/21	00042	6/30/21	3933338	202106	310-51300-48000			BOS BUDGET 6/26/21	*	2,072.72		
								CA FLORIDA HOLDINGS, LLC				2,072.72
8/06/21	00009	7/01/21	9893	202107	320-53800-47000			AQUATIC MAINT JULY 21	*	8,745.91		
8/06/21	00009	7/15/21	10073	202107	320-53800-49000			LITTORAL MAINT PROGRAM	*	412.50		
								CLARKE AQUATIC SERVICES, INC.				9,158.41
8/06/21	00011	7/15/21	1016920	202107	320-53800-47100			MOSQUITO MAINT JULY 21	*	12,583.33		
								CLARKE ENVIRONMENTAL MOSQUITO				12,583.33
								POIN POIN CDD				
								KCOSTA				

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
8/06/21	00004	7/01/21	7673	202107	320-53800-46200			FLORALAWN 2, LLC	*	11,970.42	11,970.42 003032
8/06/21	00010	7/20/21	7-441-42	202107	310-51300-42000			FEDEX	*	204.15	204.15 003033
8/06/21	00017	7/13/21	2164515	202106	310-51300-31100			ENGINEER SERVICES JUNE 21	*	135.40	135.40
8/06/21	00027	7/29/21	2164967	202107	310-51300-31100			ENGINEER SERVICES JULY 21	*	1,322.50	1,322.50
8/06/21	00041	7/22/21	98756	202106	310-51300-31500			GAI CONSULTANTS, INC	*	722.55	722.55 003033
8/06/21	00041	7/21/21	07212021	202107	310-51300-49000			LATHAM, LUNA, EDEN & BEAUDINE	*	125.00	125.00
8/13/21	00001	8/01/21	168	202108	310-51300-34000			SOLIVITA CLUB-AVATAR PROPERTIES	*	3,750.00	3,750.00 003036
8/01/21	168	8/01/21	168	202108	310-51300-35200			MANAGEMENT FEES AUG 21	*	125.00	125.00
8/01/21	168	8/01/21	168	202108	310-51300-31300			INFORMATION TECH AUG 21	*	416.67	416.67
8/01/21	168	8/01/21	168	202108	310-51300-51000			DISSEMINATION SVCS AUG 21	*	15.39	15.39
8/01/21	168	8/01/21	168	202108	310-51300-42000			OFFICE SUPPLIES AUG 21	*	16.63	16.63
8/01/21	168	8/01/21	168	202108	310-51300-42500			POSTAGE AUG 21	*	85.95	85.95
8/01/21	169	8/01/21	169	202108	320-53800-12000			COPIES AUG 21	*	833.33	833.33
8/13/21	00025	8/04/21	4651836	202108	300-20700-10000			FIELD MANAGEMENT AUG 21	*	15,551.42	15,551.42
8/04/21	4651837	8/04/21	4651837	202108	310-51300-49100			PROPERTY APPRAISER FEE	*	6,744.22	6,744.22
8/02/21	10228	8/02/21	10228	202108	320-53800-47000			PROPERTY APPRAISER FEE	*	22,295.64	22,295.64 003038
8/02/21	10228	8/02/21	10228	202108	320-53800-47000			POLK COUNTY PROPERTY APPRAISER	*	8,745.91	8,745.91
8/02/21	10228	8/02/21	10228	202108	320-53800-47000			AQUATIC MAINT AUG 21	*	8,745.91	8,745.91 003039
8/02/21	10228	8/02/21	10228	202108	320-53800-47000			CLARKE AQUATIC SERVICES, INC.	*	8,745.91	8,745.91 003039

POIN POIN CDD KCOSTA

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
8/18/21	00004	8/01/21	6860	202108	320-53800-46200			FLORALAWN 2, LLC	*	11,970.42	11,970.42 003040
9/01/21	00042	7/31/21	3984772	202107	310-51300-48000			CA FLORIDA HOLDINGS, LLC	*	2,081.57	2,081.57
9/01/21	00027	8/18/21	99023	202107	310-51300-31500			LATHAM, LUNA, EDEN & BEAUDINE	*	3,705.03	2,081.57 003041
											3,705.03 003042
								TOTAL FOR BANK A		182,548.34	
								TOTAL FOR REGISTER		182,548.34	

POIN POIN CDD KCOSTA

SECTION 3

Poinciana
Community Development District

Unaudited Financial Reporting
July 31, 2021



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Poinciana
Community Development District
Combined Balance Sheet
July 31, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash			
Operating - Suntrust	\$ 695,311	\$ -	\$ 695,311
Money Market Account	\$ 53,068	\$ -	\$ 53,068
Prepaid Expense	\$ 3,510	\$ -	\$ 3,510
Investments			
Series 2012A-1 & A-2			
Reserve A-1	\$ -	\$ 535,748	\$ 535,748
Reserve A-2	\$ -	\$ 322,618	\$ 322,618
Revenue	\$ -	\$ 336,956	\$ 336,956
Redemption A-1	\$ -	\$ 1,213	\$ 1,213
Redemption A-2	\$ -	\$ 4,266	\$ 4,266
General Redemption	\$ -	\$ 12,758	\$ 12,758
Total Assets	\$ 751,888	\$ 1,213,558	\$ 1,965,446
Liabilities:			
Accounts Payable	\$ 44,081	\$ (0)	\$ 44,081
FICA Payable	\$ 153	\$ -	\$ 153
Federal Withholding Payable	\$ 100	\$ -	\$ 100
Total Liabilities	\$ 44,334	\$ (0)	\$ 44,334
Fund Balances:			
Unassigned	\$ 707,554	\$ -	\$ 707,554
Assigned for Debt Service	\$ -	\$ 1,213,558	\$ 1,213,558
Total Fund Balances	\$ 707,554	\$ 1,213,558	\$ 1,921,112
Total Liabilities & Fund Balance	\$ 751,888	\$ 1,213,558	\$ 1,965,446

Poinciana
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2021

	Adopted Budget	Prorated Budget Thru 07/31/21	Actual Thru 07/31/21	Variance
Revenues				
Assessments - Tax Collector	\$ 629,547	\$ 629,547	\$ 632,242	\$ 2,695
Assessments - Direct Billed	\$ 65,394	\$ 65,394	\$ 65,394	\$ -
Interest	\$ 2,000	\$ 1,667	\$ 1,807	\$ 140
Total Revenues	\$ 696,941	\$ 696,608	\$ 699,443	\$ 2,835
Expenditures:				
General & Administrative:				
Supervisors Fees	\$ 12,000	\$ 10,000	\$ 6,000	\$ 4,000
Fica Expense	\$ 918	\$ 765	\$ 459	\$ 306
Engineering	\$ 18,000	\$ 15,000	\$ 19,299	\$ (4,299)
Attorney	\$ 30,000	\$ 25,000	\$ 13,885	\$ 11,115
Arbitrage	\$ 450	\$ 450	\$ 900	\$ (450)
Dissemination	\$ 5,500	\$ 4,583	\$ 4,967	\$ (383)
Annual Audit	\$ 3,590	\$ 3,590	\$ 3,300	\$ 290
Trustee Fees	\$ 7,033	\$ 3,510	\$ 3,510	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Management Fees	\$ 45,000	\$ 37,500	\$ 37,500	\$ -
Information Technology	\$ 1,500	\$ 1,250	\$ 1,250	\$ -
Telephone	\$ 100	\$ 83	\$ 27	\$ 57
Postage	\$ 2,600	\$ 2,167	\$ 1,283	\$ 884
Printing & Binding	\$ 2,000	\$ 1,667	\$ 192	\$ 1,475
Insurance	\$ 6,600	\$ 6,600	\$ 6,301	\$ 299
Legal Advertising	\$ 3,500	\$ 3,500	\$ 7,751	\$ (4,251)
Other Current Charges	\$ 550	\$ 458	\$ 500	\$ (42)
Office Supplies	\$ 400	\$ 333	\$ 68	\$ 265
Property Appraiser	\$ 7,000	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 151,916	\$ 121,631	\$ 112,365	\$ 9,266
Operations and Maintenance Expenses				
Field Services	\$ 10,000	\$ 8,333	\$ 8,333	\$ 0
Property Insurance	\$ 7,700	\$ 7,700	\$ 7,680	\$ 20
Electric	\$ 2,000	\$ 1,667	\$ 919	\$ 748
Landscape Maintenance	\$ 158,100	\$ 131,750	\$ 119,704	\$ 12,046
Aquatic Control Maintenance	\$ 116,725	\$ 97,271	\$ 92,208	\$ 5,062
Aquatic Midge Management	\$ 160,000	\$ 133,333	\$ 125,833	\$ 7,500
R&M - Mulch	\$ 3,500	\$ 2,917	\$ -	\$ 2,917
R&M - Plant Replacement	\$ 3,500	\$ 2,917	\$ -	\$ 2,917
R&M - Aerators	\$ 3,500	\$ 2,917	\$ 1,039	\$ 1,878
Storm Structure Repairs	\$ 50,000	\$ 41,667	\$ -	\$ 41,667
Contingency	\$ 30,000	\$ 25,000	\$ 13,574	\$ 11,426
Total Operations and Maintenance Expenses	\$ 545,025	\$ 455,471	\$ 369,291	\$ 86,180
Total Expenditures	\$ 696,941	\$ 577,102	\$ 481,656	\$ 95,446
Excess Revenues (Expenditures)	\$ -	\$ -	\$ 217,787	
Fund Balance - Beginning	\$ -	\$ -	\$ 489,768	
Fund Balance - Ending	\$ -	\$ -	\$ 707,554	

Poinciana
Community Development District
Debt Service Fund- Series 2012A-1 & A-2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2021

	Adopted Budget	Prorated Budget Thru 07/31/21	Actual Thru 07/31/21	Variance
Revenues				
Special Assessments - Tax Collector	\$ 1,455,270	\$ 1,455,270	\$ 1,461,828	\$ 6,558
Special Assessments - Direct Billed	\$ 160,886	\$ 160,886	\$ 160,886	\$ (0)
Special Assessments - Prepayments	\$ -	\$ -	\$ 19,136	\$ 19,136
Interest Income	\$ 2,500	\$ 2,083	\$ 72	\$ (2,011)
Total Revenues	\$ 1,618,656	\$ 1,618,239	\$ 1,641,922	\$ 23,683
Expenditures:				
General & Administrative:				
Property Appraiser	\$ 15,500	\$ -	\$ -	\$ -
Series 2012A-1				
Special Call - 11/1	\$ 10,000	\$ 10,000	\$ 15,000	\$ (5,000)
Interest - 11/1	\$ 188,622	\$ 188,622	\$ 188,413	\$ 209
Principal - 5/1	\$ 640,000	\$ 640,000	\$ 640,000	\$ -
Special Call - 5/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Interest - 5/1	\$ 188,622	\$ 188,075	\$ 188,075	\$ -
Series 2012A-2				
Special Call - 11/1	\$ 5,000	\$ 5,000	\$ 10,000	\$ (5,000)
Interest - 11/1	\$ 143,156	\$ 143,156	\$ 143,006	\$ 150
Principal - 5/1	\$ 315,000	\$ 315,000	\$ 315,000	\$ -
Special Call - 5/1	\$ -	\$ -	\$ 365,000	\$ (365,000)
Interest - 5/1	\$ 143,156	\$ 142,706	\$ 142,706	\$ -
Total Expenditures	\$ 1,649,056	\$ 1,632,559	\$ 2,012,200	\$ (379,641)
Excess Revenues (Expenditures)	\$ (30,400)		\$ (370,278)	
Fund Balance - Beginning	\$ 722,316		\$ 1,583,836	
Fund Balance - Ending	\$ 691,916		\$ 1,213,558	

Poinciana
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments - Tax Collector	\$ -	\$ 65,729	\$ 439,650	\$ 85,511	\$ 12,213	\$ 7,246	\$ 14,117	\$ 1,550	\$ 6,227	\$ -	\$ -	\$ -	\$ 632,242
Assessments - Direct Billed	\$ -	\$ -	\$ -	\$ 49,046	\$ -	\$ -	\$ -	\$ -	\$ 16,349	\$ -	\$ -	\$ -	\$ 65,394
Interest	\$ 94	\$ 99	\$ 271	\$ 357	\$ 357	\$ 192	\$ 187	\$ 176	\$ 37	\$ 37	\$ -	\$ -	\$ 1,807
Total Revenues	\$ 94	\$ 65,828	\$ 439,921	\$ 134,914	\$ 12,570	\$ 7,438	\$ 14,304	\$ 1,726	\$ 22,612	\$ 37	\$ -	\$ -	\$ 699,443
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 6,000
Fica Expense	\$ 77	\$ -	\$ -	\$ -	\$ 77	\$ 77	\$ 77	\$ -	\$ 77	\$ 77	\$ -	\$ -	\$ 459
Engineering	\$ 885	\$ 248	\$ 295	\$ 148	\$ 4,564	\$ 3,405	\$ 2,270	\$ 6,027	\$ 135	\$ 1,323	\$ -	\$ -	\$ 19,299
Attorney	\$ -	\$ 1,125	\$ 648	\$ 788	\$ -	\$ 3,422	\$ 10	\$ 3,464	\$ 723	\$ 3,705	\$ -	\$ -	\$ 13,885
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ 900
Dissemination	\$ 617	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 1,017	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ 4,967
Annual Audit	\$ -	\$ -	\$ 500	\$ -	\$ 500	\$ 2,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,300
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,510
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ -	\$ -	\$ 37,500
Information Technology	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ -	\$ -	\$ 1,250
Telephone	\$ 16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27
Postage	\$ 185	\$ 63	\$ 75	\$ 3	\$ 234	\$ 255	\$ 9	\$ 213	\$ 38	\$ 208	\$ -	\$ -	\$ 1,283
Printing & Binding	\$ 23	\$ -	\$ -	\$ 2	\$ 0	\$ 63	\$ 50	\$ 0	\$ 52	\$ 3	\$ -	\$ -	\$ 192
Insurance	\$ 6,301	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,301
Legal Advertising	\$ 732	\$ -	\$ -	\$ -	\$ 580	\$ 1,094	\$ 600	\$ 590	\$ 2,073	\$ 2,082	\$ -	\$ -	\$ 7,751
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ 125	\$ 125	\$ -	\$ 125	\$ -	\$ 125	\$ -	\$ -	\$ 500
Office Supplies	\$ 0	\$ 15	\$ 0	\$ 0	\$ 16	\$ 0	\$ 15	\$ 0	\$ 16	\$ 5	\$ -	\$ -	\$ 68
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 18,886	\$ 5,742	\$ 5,821	\$ 5,231	\$ 11,822	\$ 16,048	\$ 12,432	\$ 15,162	\$ 8,404	\$ 12,818	\$ -	\$ -	\$ 112,365
Operations and Maintenance Expenses													
Field Services	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ -	\$ -	\$ 8,333
Property Insurance	\$ 7,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,680
Electric	\$ 77	\$ 73	\$ 97	\$ 111	\$ 101	\$ 100	\$ 91	\$ 92	\$ 91	\$ 86	\$ -	\$ -	\$ 919
Landscape Maintenance	\$ 11,970	\$ 11,970	\$ 11,970	\$ 11,970	\$ 11,970	\$ 11,970	\$ 11,970	\$ 11,970	\$ 11,970	\$ 11,970	\$ -	\$ -	\$ 119,704
Aquatic Control Maintenance	\$ 8,617	\$ 8,617	\$ 8,616	\$ 9,134	\$ 8,746	\$ 8,746	\$ 8,746	\$ 8,746	\$ 13,496	\$ 8,746	\$ -	\$ -	\$ 92,208
Aquatic Midge Management	\$ 12,583	\$ 12,583	\$ 12,583	\$ 12,583	\$ 12,583	\$ 12,583	\$ 12,583	\$ 12,583	\$ 12,583	\$ 12,583	\$ -	\$ -	\$ 125,883
R&M - Mulch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
R&M - Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
R&M - Aerators	\$ 506	\$ -	\$ -	\$ 533	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,039
Storm Structure Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ 1,536	\$ -	\$ -	\$ 2,250	\$ 9,375	\$ 413	\$ -	\$ -	\$ 13,574
Total Operations and Maintenance Expenses	\$ 42,267	\$ 34,077	\$ 34,100	\$ 35,165	\$ 35,770	\$ 34,233	\$ 34,224	\$ 36,475	\$ 48,349	\$ 34,631	\$ -	\$ -	\$ 369,291
Total Expenditures	\$ 61,153	\$ 39,819	\$ 39,920	\$ 40,395	\$ 47,592	\$ 50,282	\$ 46,656	\$ 51,637	\$ 56,753	\$ 47,449	\$ -	\$ -	\$ 481,656
Excess Revenues (Expenditures)	\$ (61,060)	\$ 26,009	\$ 400,001	\$ 94,518	\$ (35,022)	\$ (42,844)	\$ (32,352)	\$ (49,911)	\$ (34,140)	\$ (47,413)	\$ -	\$ -	\$ 217,787

Poinciana
Community Development District
Special Assessment Receipts
Fiscal Year 2021

MAINTENANCE ASSESSMENTS

Gross Assessments \$ 669,721.56
 Certified Net Assessments \$ 622,841.05
 100.00%

Date	Check Number	Gross Assessments				Net Assessments	
		Received	Discounts/Penalties	Commissions Paid	Interest Income	Received	General Fund
11/16/20	ACH	\$2,392.52	(\$95.68)	(\$110.47)	\$0.00	\$2,186.37	\$2,186.37
11/19/20	ACH	\$10,436.33	(\$543.97)	(\$197.85)	\$0.00	\$9,694.51	\$9,694.51
11/23/20	ACH	\$57,236.44	(\$2,288.96)	(\$1,098.95)	\$0.00	\$53,848.53	\$53,848.53
12/01/20	ACH	\$87,326.98	(\$3,490.02)	(\$1,676.74)	\$0.00	\$82,160.22	\$82,160.22
12/11/20	ACH	\$117,898.65	(\$4,705.82)	(\$2,263.86)	\$0.00	\$110,928.97	\$110,928.97
12/18/20	ACH	\$262,072.96	(\$10,480.64)	(\$5,031.85)	\$0.00	\$246,560.47	\$246,560.47
01/15/21	ACH	\$89,966.01	(\$2,710.04)	(\$1,745.12)	\$0.00	\$85,510.85	\$85,510.85
02/01/21	ACH	\$0.00	\$0.00	\$0.00	\$39.86	\$39.86	\$39.86
02/16/21	ACH	\$12,673.19	(\$252.08)	(\$248.42)	\$0.00	\$12,172.69	\$12,172.69
03/15/21	ACH	\$7,472.63	(\$79.12)	(\$147.87)	\$0.00	\$7,245.64	\$7,245.64
04/15/21	ACH	\$14,406.66	(\$3.68)	(\$288.00)	\$0.00	\$14,114.92	\$14,114.92
04/30/21	ACH	\$0.00	\$0.00	\$0.00	\$2.24	\$2.24	\$2.24
05/14/21	ACH	\$1,535.34	\$46.05	(\$31.63)	\$0.00	\$1,549.76	\$1,549.76
06/15/21	ACH	\$2,760.60	\$82.80	(\$56.87)	\$0.00	\$2,786.53	\$2,786.53
06/21/21	ACH	\$3,359.21	\$151.13	(\$70.21)	\$0.00	\$3,440.13	\$3,440.13
Total Collected		\$ 669,537.52	\$ (24,370.03)	\$ (12,967.90)	\$ 42.10	\$ 632,241.69	\$ 632,241.69
Percentage Collected							102%

DEBT SERVICE ASSESSMENTS

Gross Assessments \$ 1,548,159.31
 Certified Net Assessments \$ 1,439,788.16
 100%

Date	Check Number	Gross Assessments				Net Assessments	
		Received	Discounts/Penalties	Commissions Paid	Interest Income	Received	Debt Service Fund
11/16/20	ACH	\$5,753.48	(\$230.13)	(\$45.94)	\$0.00	\$5,477.41	\$5,477.41
11/19/20	ACH	\$24,614.07	(\$1,282.80)	(\$466.63)	\$0.00	\$22,864.64	\$22,864.64
11/23/20	ACH	\$124,791.77	(\$4,991.33)	(\$2,396.01)	\$0.00	\$117,404.43	\$117,404.43
12/01/20	ACH	\$197,367.49	(\$7,888.53)	(\$3,789.58)	\$0.00	\$185,689.38	\$185,689.38
12/11/20	ACH	\$267,861.86	(\$10,691.75)	(\$5,143.40)	\$0.00	\$252,026.71	\$252,026.71
12/18/20	ACH	\$609,411.78	(\$24,374.55)	(\$11,700.74)	\$0.00	\$573,336.49	\$573,336.49
01/15/21	ACH	\$218,684.93	(\$6,588.06)	(\$4,241.94)	\$0.00	\$207,854.93	\$207,854.93
02/01/21	ACH	\$0.00	\$0.00	\$0.00	\$91.91	\$91.91	\$91.91
02/16/21	ACH	\$30,341.08	(\$612.53)	(\$594.57)	\$0.00	\$29,133.98	\$29,133.98
03/15/21	ACH	\$17,544.31	(\$186.94)	(\$347.15)	\$0.00	\$17,010.22	\$17,010.22
04/15/21	ACH	\$33,469.77	(\$8.76)	(\$669.22)	\$0.00	\$32,791.79	\$32,791.79
04/30/21	ACH	\$0.00	\$0.00	\$0.00	\$5.28	\$5.28	\$5.28
05/14/21	ACH	\$3,654.41	\$109.62	(\$75.28)	\$0.00	\$3,688.75	\$3,688.75
06/15/21	ACH	\$6,609.97	\$198.28	(\$136.17)	\$0.00	\$6,672.08	\$6,672.08
06/21/21	ACH	\$7,596.73	\$341.83	(\$158.77)	\$0.00	\$7,779.79	\$7,779.79
Total Collected		\$ 1,547,701.65	\$ (56,205.65)	\$ (29,765.40)	\$ 97.19	\$ 1,461,827.79	\$ 1,461,827.79
Percentage Collected							102%

DIRECT BILL ASSESSMENTS

Taylor Morrison 2020-01		Net Assessments		\$ 226,279.80	\$ 65,394.00	\$ 160,885.80
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2012 Debt Service Fund
1/12/21	11/1/20	16000-00069287	\$113,139.90	\$113,139.90	\$32,697.00	\$80,442.90
1/12/21	2/1/21	16000-00069287	\$56,569.95	\$56,569.95	\$16,348.50	\$40,221.45
6/8/21	5/1/21	16000-00072791	\$56,569.95	\$56,569.95	\$16,348.50	\$40,221.45
			\$ 226,279.80	\$ 226,279.80	\$ 65,394.00	\$ 160,885.80

SECTION D

SECTION 1

Poinciana Community Development District



July 21, 2021

Clayton Smith - Field Services Manager

GMS

Completed

Tunnel Bollards



- ✦ Bollards and signage installed at both tunnels.
- ✦ Bollards were placed to allow best access for golf carts, but also to prevent vehicle access.
- ✦ There is some evidence of striking of the bollards.
- ✦ The Bella Vianna tunnel is used by maintenance. Keys will be supplied for access but may cause barriers.

In Progress

Action item List – Engineer's Report

- ✚ An action item list and proposals were created for the board that were approved.
- ✚ This work is in progress and underway.
- ✚ Lake bank repair on E-1 and E-3 golf course bank are scheduled for end of September.
- ✚ Other repairs are also expected to be completed by end of September.



In Progress

Pond Edge Planting

- ✚ Plantings of Pond A-12 and C-20 completed.
- ✚ Plantings will take some time to establish.
- ✚ The plants are under a full year of monitoring.
- ✚ Some plants are establishing but still a long way to go.



Pond Conveyance



- ✚ Builder is ready for turnover of ponds.
- ✚ A secondary field review was carried out.
- ✚ A few items of note for repair.
- ✚ Beginning conveyance process with 4 new ponds.

Other

Aerator Maintenance



- ✚ General Maintenance performed
- ✚ Cleaning of panels and inspection.
- ✚ Some fuses were replaced.
- ✚ Some additional repairs needed at this time.

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 : 8/01/2021 and 8/31/2021

Customer Site ID	Treatment Date	Condition/Weeds Treated
A-1	8/17/21	Shoreline Grasses
A-2	8/24/21	Filamentous
A-2	8/17/21	Shoreline Grasses
A-3	8/23/21	Baby Tears
A-3	8/23/21	Duckweed
A-3	8/23/21	Filamentous
A-4	8/9/21	Shoreline Grasses
A-5	8/9/21	Shoreline Grasses
A-6	8/24/21	Filamentous
A-6	8/9/21	Shoreline Grasses
A-7	8/24/21	Filamentous
A-7	8/9/21	Shoreline Grasses
A-8	8/23/21	Filamentous
A-8	8/9/21	Shoreline Grasses
A-8	8/23/21	Spike Rush
A-9	8/24/21	Filamentous
A-10A	8/23/21	Shoreline Grasses
A-10A	8/23/21	Water Hyacinth
A-10A	8/23/21	Water Lettuce
A-10B	8/23/21	Shoreline Grasses
A-11	8/23/21	Baby Tears
A-11	8/23/21	Shoreline Grasses
A-12	8/23/21	Baby Tears
A-12	8/23/21	Crested Floating Heart
A-12	8/23/21	Hydrilla
A-12	8/23/21	Shoreline Grasses
A-13	8/23/21	Baby Tears
A-13	8/23/21	Crested Floating Heart
A-13	8/23/21	Spike Rush
A-20	8/24/21	Filamentous
A-20	8/17/21	Shoreline Grasses
A-21	8/24/21	Filamentous
A-21	8/17/21	Shoreline Grasses
A-22	8/24/21	Filamentous
A-22	8/17/21	Shoreline Grasses
B-1	8/24/21	Filamentous
B-1	8/17/21	Shoreline Grasses
B-5	8/24/21	Filamentous
B-5	8/17/21	Shoreline Grasses
B-6	8/24/21	Filamentous
B-6	8/17/21	Shoreline Grasses
B-11	8/24/21	Filamentous
B-11	8/9/21	Shoreline Grasses
B-15	8/9/21	Shoreline Grasses
B-16	8/9/21	Shoreline Grasses

C-1	8/17/21	Shoreline Grasses
C-2	8/17/21	Shoreline Grasses
C-3	8/17/21	Shoreline Grasses
C-6A	8/24/21	Filamentous
C-6A	8/9/21	Shoreline Grasses
C-6B	8/24/21	Filamentous
C-6B	8/9/21	Shoreline Grasses
C-8	8/17/21	Shoreline Grasses
C-9	8/24/21	Filamentous
C-9	8/9/21	Shoreline Grasses
C-10	8/19/21	Filamentous
C-10	8/9/21	Shoreline Grasses
C-11	8/24/21	Filamentous
C-11	8/9/21	Shoreline Grasses
C-12	8/26/21	Filamentous
C-12	8/26/21	Hydrilla
C-12	8/10/21	Shoreline Grasses
C-13	8/23/21	Baby Tears
C-13	8/23/21	Filamentous
C-13	8/23/21	Naiad
C-13	8/23/21	Spike Rush
C-14	8/9/21	Shoreline Grasses
C-15	8/17/21	Shoreline Grasses
C-16	8/9/21	Shoreline Grasses
C-17	8/24/21	Clean
C-17	8/9/21	Shoreline Grasses
C-18	8/10/21	Shoreline Grasses
C-19	8/24/21	Filamentous
C-19	8/9/21	Shoreline Grasses
C-20	8/10/21	Shoreline Grasses
D-1	8/10/21	Shoreline Grasses
D-2	8/10/21	Shoreline Grasses
D-3	8/10/21	Shoreline Grasses
D-4	8/10/21	Shoreline Grasses
D-5	8/10/21	Shoreline Grasses
D-6	8/30/21	Clean
D-7	8/30/21	Clean
D-8	8/30/21	Clean
D-9	8/30/21	Clean
D-10	8/10/21	Shoreline Grasses
D-11	8/10/21	Shoreline Grasses
E-1	8/18/21	Shoreline Grasses
E-2	8/24/21	Filamentous
E-2	8/18/21	Shoreline Grasses
E-3	8/18/21	Shoreline Grasses
E-5	8/18/21	Shoreline Grasses
E-6	8/18/21	Shoreline Grasses
E-8	8/18/21	Shoreline Grasses

E-11	8/18/21	Duckweed
E-11	8/18/21	Filamentous
E-11	8/18/21	Limnophila
E-11	8/18/21	Shoreline Grasses
E-18	8/18/21	Shoreline Grasses
E-19	8/18/21	Shoreline Grasses
E-21	8/18/21	Shoreline Grasses
E-31	8/18/21	Shoreline Grasses
F-7	8/17/21	Shoreline Grasses



PCDD All Services By Customer Summary

Run By: cchallacombe

Poinciana Community Development Dist (S07800)

Filter Date between 08/01/2021 and 08/31/2021

Customer	Work Type	Service Item	Service Item Description	Start Date	End Date	Used Quantity	Unit Of Measure
S07800 - Poinciana Community Development	Comfort Pack	KIS2911 - Taistar BP Banier		08/06/2021	08/06/2021	0.31	mi
S07800 - Poinciana Community Development	Comfort Pack	KIS2920 - Bifen I/T Banier Application		08/12/2021	08/12/2021	3.00	mi
S07800 - Poinciana Community Development	Comfort Pack	KIS2911 - Taistar BP Banier		08/19/2021	08/19/2021	0.63	mi
S07800 - Poinciana Community Development	Comfort Pack	KIS2911 - Taistar BP Banier		08/26/2021	08/26/2021	0.31	mi
						4.25	
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		08/02/2021	08/02/2021	10.60	mi
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		08/05/2021	08/05/2021	9.50	mi
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		08/11/2021	08/11/2021	10.30	mi
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		08/12/2021	08/12/2021	9.50	mi
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		08/16/2021	08/16/2021	10.60	mi
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		08/19/2021	08/19/2021	9.40	mi
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		08/23/2021	08/23/2021	10.60	mi
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		08/26/2021	08/26/2021	9.50	mi
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		08/30/2021	08/30/2021	10.40	mi
						90.40	

SECTION 2

