Poinciana
Community Development District

Agenda Package

September 21, 2022

AGENDA

Poinciana
Community Development District

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

September 14, 2022

Board of Supervisors
Poinciana Community
Development District

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet **Wednesday, September 21, 2022 at 11:00 a.m. 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. Central Florida Expressway Update on Poinciana Parkway Extension Project
5. Approval of Minutes of the August 17, 2022 Meeting
6. Consideration of Drainage Improvement Application and License Agreement for 662 Shorehaven Dr
7. Review of HOA Correspondence Regarding Management of Reclaimed Water (Irrigation) System
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 19th, 2022
13. Adjournment

Sincerely,

Tricia L. Adams

Tricia L. Adams
District Manager

MINUTES

MINUTES OF MEETING
POINCIANA
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Poinciana Community Development District was held on Wednesday, August 17, 2022 at 11:00 a.m. via Zoom Communication Media Technology and in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Lita Epstein	Chair
Tony Reed	Vice Chair
Robert Zimbardi	Assistant Secretary
Anita Nelson	Assistant Secretary
Elizabeth Lambrides *via Zoom*	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Jan Carpenter	District Counsel
Kathy Leo	District Engineer
Clayton Smith	Field Manager
Lori Clemence	Clarke Aquatic Services
Chris Reed	Clarke Aquatic Services
Cherrief Jackson	Clarke Aquatic Services
Residents	

The following is a summary of the discussions and actions taken at the August 17, 2022 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 at 11:00 a.m. All Supervisors were present in person with the exception of Ms. Lambrides who was present via Zoom.

SECOND ORDER OF BUSNESS **Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Public Comment Period on Agenda Items**

There being none, the next item followed.

FOURTH ORDER OF BUSINESS **Approval of Minutes of the July 20 2022 Meeting**

Ms. Epstein presented the minutes from July 20, 2022 meeting, which were included in the agenda package. There were no comments or corrections.

On MOTION by Mr. Tony Reed seconded by Ms. Nelson with all in favor the Minutes of the July 20, 2022 Meeting were approved as presented.

FIFTH ORDER OF BUSINESS **Presentation of Beneficial Aquatic Vegetation**

Ms. Adams introduced Ms. Lori Clemence of Clarke Aquatic Services (Clarke) who presented the benefits of aquatic plantings as requested by the Board. Ms. Clemence, an Aquatic Consultant, provided a PowerPoint presentation, stressing the importance of littoral plantings. They were beneficial to the water quality of the ponds, helping to filter pollutants as well as minimizing erosion and providing oxygen to the water. They can also be considered aesthetically pleasing to nearby residents and attractive to birds and pollinators such as butterflies. She showed examples of pond banks that had plants against the edge as well as littoral plants such as Gulf Coast Spikerush, which chases water up and down depending on water fluctuations, Canna, Duck Potato and Pickerel. When selecting the plants, the water depth, fluctuating water levels, soil structure, slope of the bank and light availability were taken into consideration. Ms. Clemence recommended having shorter plant material behind homes, colorful plants along banks where possible and plants such as Gulf Coast Spikerush for erosion control. The plants would only fill in areas that were shallow and not take over the entire pond.

Mr. Zimbardi questioned what a littoral shelf entailed. Ms. Clemence explained that a littoral shelf was a shallow area around the perimeter of the pond, between 1 and 3 feet on the edge of lakes. Ms. Epstein pointed out that not all of their ponds had littoral shelves by design but all stormwater ponds have a perimeter planting zone. Mr. Zimbardi asked how ponds with higher water levels would affect the plants. Ms. Clemence stated this was why she recommended Gulf Coast Spikerush. Mr. Zimbardi voiced concern that some residents would like the littoral

plants, but others preferred a clean shoreline. Ms. Clemence confirmed that the plants served a definite purpose that was beneficial to the water quality of the ponds by preventing erosion and the shoreline from falling into the bottom and taking up the water holding capacity. It also provided a benefit to spending thousands of dollars to repair erosion.

Mr. Tony Reed questioned the difference between adding plants and spending less on chemicals. Mr. Smith stated that even though there were plants, the pond still needed to be managed as the plants would not totally prevent algae or invasives. They would help with midge management because of providing a habitat for small fish to live in and feed on the midges. It would not reduce the amount of treatments, but there may be ponds with fewer issues. Ms. Clemence pointed out that it would disguise the look of the algae in shallow areas and provide cost savings for erosion control as it would help stabilize the shoreline. Mr. Tony Reed questioned the cost of plantings for two ponds and if it could be expanded. Mr. Smith stated that Ponds C-20 and A-12 had 70% to 80% of littoral plantings around the pond banks, which were successful. There was a monitoring period of one year where Clarke would replace up to 80% of plants that die through attrition, but that period has now expired. The ponds not only looked great, but there were more birds and fish. A-12 was chosen due to several fish kills over the years and C-20 was selected due the chronic algae. There were still some algae in one corner. Mr. Tony Reed noted that the District was paying for maintenance of the plants and the expectation was after one year, to not have to continue paying for this service. Mr. Smith stated the monitoring of the plants included checking on the plants and re-planting as necessary.

Mr. Tony Reed appreciated having the plantings and felt that there was value in having them, but was concerned about the cost, how it would effect fishing and requested further research. Ms. Clemence stated in other communities they left some openings for fishermen. Mr. Smith noted a per plant cost of $1.60 per plant, depending on the pond bank and recalled that it was around the $7,000 to $8,000 range for the A-12 and C-20 ponds. Ms. Lambrides recalled that the Board approved 10 ponds at $8,000 per pond. Mr. Smith stated that it was only a test area that was approved. Ms. Epstein questioned which ponds needed littoral plantings, based on Clarke's recommendation. Mr. Smith recommended erosion repairs before the plantings, especially on Ponds B-16 and E-3. Ms. Clemence recommended targeting in-between homes where there were down spouts, behind homes where pollution was created, where water was

coming out from the streets, where the pollution was coming into that pond and on larger lakes with wave action.

Mr. Chris Reed recommended six to twelve ponds, especially Ponds B-1, C-9, C-10 and E-3. At Ms. Epstein's request, Mr. Chris Reed would provide a priority list of up to 12 ponds with the square footage and cost per pond. Ms. Lambrides requested the cost based on the density of plantings. Mr. Tony Reed requested past expense costs for pond bank and midge issues and maintenance requirements. After further discussion, there was Board consensus for Clarke to work with Mr. Smith to provide a proposal for littoral plantings for up to 12 ponds. Ms. Epstein thanked the Clarke representatives for attending this meeting and looked forward to hearing their ideas. Mr. Tony Reed requested a recommendation on ponds that need erosion repair. Mr. Clayton Smith would address this with the District Engineer.

SIXTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Carpenter received additional information from Taylor Morrison (TM) on conveyances and was working with Ms. Leo and Ms. Adams on re-compiling the data received over the last couple of months and review the complete package for the turnover. They were preparing a checklist at Mr. Tony Reed's request and requested an updated title since the ones that they had were eight months old. Mr. Tony Reed asked what else was going to be conveyed to the CDD besides ponds. Ms. Carpenter stated there were a couple of wetlands and open space tracks.

B. Engineer

There being none, the next item followed.

C. District Manager

i. Action Items List

Ms. Adams presented the Action Items List, which was included in the agenda packet and reported on the following:

1. Parcel Conveyance from Taylor Morrison to CDD: Discussed.
2. Tunnel Rules: Completed.

3. Aerator Removal Experiment: Ongoing. There were only two aerators operating as of June 2022, but they were removed as they could not be repaired with no plans to replace them. There was no detrimental impact.
4. Monitor Central Florida Expressway – Poinciana Parkway Projects: Parkway Connector: In Process. CFXWay.com Project #599-233. CFX was not as responsive as in the past and staff requested and updated presentation for the Fall of 2022.
5. Coordinate Yard Drain Installation with HOA: Completed. The Board approved the application process and fees at the last meeting. The paperwork was finalized by District Counsel and was forwarded to the HOA President who was working with the ARC and Board Members. Once the HOA assimilated the information and were comfortable with it, notification would be sent to residents regarding the new application process.
6. Reclaimed Water Infrastructure: In Process. A better-quality full color digital Engineer's Report and map was circulated showing the reclaimed water lines.
7. Desirable Pond Vegetation – Education: Discussed.

Mr. Tony Reed supported removing the aerators. As liaison for the HOA ponds, wetlands and infrastructure, he was meeting with Mr. Brad Thompson of Floralawn regarding the irrigation system. He reported the HOA increased fees due to expected maintenance on the large irrigation pipes; however, according to their agreement, they were required to notify the CDD about repairs but there was no notification regarding any issues. Regarding the ponds, Mr. Tony Reed pointed out that changing the look of the ponds of adding plants would require the owners around the pond, to decide what to do, as most owners paid extra for a water view and recommended that the Captains coordinate with their neighborhoods.

ii. Approval of Check Register

Ms. Adams presented the Check Register from July 14, 2022 through August 9, 2022 in the amount of $16,847.85.

Mr. Zimbardi MOVED to approve the July 14, 2022 through August 9, 2022 Check Register in the amount of $16,847.85 and Mr. Tony Reed seconded the motion.

Mr. Tony Reed asked if the county had any responsibility for mosquito control or assisting residents. Ms. Adams explained that the District had an agreement with Clarke for midge management services and would verify with the HOA if the county provided mosquito control services.

> On VOICE VOTE with all in favor the July 14, 2022 through August 9, 2022 Check Register in the amount of $16,847.85 was approved.

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through July 31, 2022, which were included in the agenda package. Three bank accounts were listed because earlier in the year, the Board approved moving the operating account from South State Bank to Truist. Hancock Whitney was the Bond Trustee and as part of the Bond Refunding Agreement, a general operating account was opened with Hancock Whitney. When the account with South State Bank was closed, only Hancock Whitney and Truist would be listed on the Balance Sheet. The District was in a good cash position with an Unassigned General Fund Balance of $784,825, did a good job of controlling expenses and was fully collected on their assessments. According to the debt service account, the November and May payments were made to close out the 2012 bond that was refunded.

> On MOTION by Mr. Zimbardi seconded by Mr. Reed with all in favor the Unaudited Financial Statements through July 31, 2022 were accepted.

iv. Approval of Relocation of April 2023 Meeting to Mosaics

Ms. Adams recalled that the Board approved the meeting schedule for the upcoming year at last month's meeting; however, the Starlight Ballroom was not available on April 23, 2023 and requested Board approval to meet at Mosaics. Ms. Epstein recommended canceling the April 2023 meeting as Mosaics was not adequate for their group and did not have the communication capabilities that the Starlight Ballroom had. Ms. Lambrides and Mr. Tony Reed preferred

keeping this meeting on the meeting schedule and to cancel if there was nothing time sensitive on the agenda.

On MOTION by Ms. Nelson seconded by Mr. Zimbardi with Mr. Reed, Ms. Lambrides, Mr. Zimbardi and Ms. Nelson in favor and Ms. Epstein dissenting, relocating the April 2023 meeting to Mosaics was approved. (Motion Passed 4-1)

D. Field Manager

i. Field Manager's Report

Mr. Smith presented the Field Manager Report, which was included in the agenda package. Replacement alligator and snake awareness signs were ordered. It was not a standard sign and would take longer to arrive, but once they received them, the signs would be posted. Additional signs were ordered to have on hand, as discussed by the Board. The drain extension nearby the pool was completed. They were monitoring the status of the sod because it was yellow, but it should rebound with rainfall. If not, the sod would be replaced. The paint was ordered for the tunnel painting and would be scheduled. He reviewed some erosion repair issues with the District Engineer, which would be completed when water levels were low, probably in the fall or winter.

Mr. Smith presented the Aquatic Maintenance Report, which was included in the agenda package. Several ponds had filamentous algae, but the hydrilla seems to be slower. He spoke to Clarke about having a comprehensive list of ponds that had hydrilla. Mr. Smith presented a renewal letter from Clarke to renew the midge management services contract with a 3% increase for a total contracted amount of $158,640.59, which was included in the budget. There were no changes in the scope and the increase was fair, as it was due to an increase in chemical and labor costs. Ms. Cherrief Jackson of Clarke was present to answer any questions. Mr. Tony Reed requested extending it out through 2025 to lock in the price, as there was a 30-day termination. Ms. Adams noted that all renewals would be subject to District Counsel preparing an agreement that included all of the normal provisions to protect the District.

On MOTION by Mr. Zimbardi seconded by Ms. Nelson with all in favor the renewal with Clarke Aquatic Services for midge management services with a 3% increase through 2025 was approved.

A resident of Shorehaven who lived by the big pond, felt that Clarke was doing a good job as there were fewer midges this year than in past years. Mr. Smith presented a renewal letter from Clarke to renew the aquatic services contract with a 1.5% increase for a total contracted amount of $108,655.68, which was included in the budget. There were no changes in the scope and the increase was justified.

> On MOTION by Ms. Nelson seconded by Mr. Reed with all in favor the renewal with Clarke Aquatic Services for aquatic services with a 1.5% increase through 2025 was approved.

Mr. Smith presented a renewal letter from Floralawn to renew the landscape maintenance services contract with a 1.5% increase for a total contracted amount of $150,173.71, which was included in the budget. Ms. Adams noted that the letter in the agenda package showed an increase of 1.5%; however, in the second paragraph, there was a price increase of 3%. Mr. Smith explained that Floralawn wanted a 3% increase, but after much negotiation, they agreed to a 1.5% increase. Mr. Tony Reed questioned whether the contract included the treatment of tree rings around the ponds. Mr. Smith stated that mulching was through the HOA, but tree rings around pond banks were handled by Floralawn. Ms. Adams explained that in the budget for the current and upcoming year, the Board sets aside a small amount for mulching; however, there was no spending on mulch this year. Areas that needed to be mulched should be brought to Mr. Smith's attention. Mr. Smith confirmed that he would speak with Floralawn about edging around the trees. At Ms. Carpenter and Mr. Tony Reed’s request, Mr. Smith would obtain a revised renewal letter from Floralawn.

> On MOTION by Ms. Nelson seconded by Mr. Zimbardi with all in favor the renewal with Floralawn for landscape maintenance services with a 1.5% increase, subject to District Counsel preparing the agreement extension was approved.

ii. Customer Complaint Log

Mr. Smith presented the complaint log for July, which was included in the agenda package. There were mainly midge and pond weed complaints, which were forwarded to Clarke. They treated the ponds.

SEVENTH ORDER OF BUSINESS Supervisor's Requests

Mr. Tony Reed noted that Poinciana West claimed there were only 1.5 miles of canal, but it turned out that TM owned it and in Solivita East, the CDD owned a small section of canal as well as several other organizations and asked if the maintenance was being coordinated. Mr. Smith confirmed that the canal, which was in Venezia, was entirely owned by HOA and the CDD did not treat it. Ms. Leo recalled that a small piece was going to be mowed by the CDD with coordination from the HOA. Mr. Tony Reed asked if the HOA was street sweeping, as shown on the Memorandum of Understanding with the HOA on the stormwater management system. Mr. Smith explained Ms. Adams contacted the HOA and was told that they have Floralawn perform the street cleaning. Ms. Adams explained that the purpose of the street sweeping was to vacuum up all of the vegetation, dust, dirt and trash and keep it out of the drain inlets. Mr. Tony Reed wanted the HOA to take accountability. Ms. Carpenter confirmed that under their agreement, the HOA was responsible for street sweeping and owned the roads. Ms. Lambrides noticed giant street sweeper machines in Solivita. Mr. Tony Reed asked her to take a picture.

EIGHTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS General Audience Comments

Ms. Epstein opened the floor to general audience comments. Resident Donna Sica of Bella Cortina Drive asked if the ponds could be addressed by location so residents would know what ponds were being addressed. Ms. Adams would meet with Ms. Sica after the meeting. There being no further comments, Ms. Adams closed the general audience comment period.

TENTH ORDER OF BUSINESS Next Meeting Date – September 21st, 2022

Ms. Adams stated that the next meeting was scheduled for September 21, 2022 at 11:00 a.m.

ELEVENTH ORDER OF BUSINESS **Adjournment**

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

_____ _____

Secretary / Assistant Secretary Chair/Vice Chairman

SECTION VI

POINCIANA COMMUNITY DEVELOPMENT DISTRICT
219 E. Livingston St., Orlando, FL 32801
ATTN: District Manager

DRAINAGE IMPROVEMENT INSTALLATION APPLICATION

The undersigned ("**Owner**") represents that they are the owners of record for the property described below ("**Property**"). The Owner desires to install drainage improvements consisting of drainage pipe ("**Drainage Improvements**") connecting from the gutter attached to the residential unit on the Property to the stormwater pond located adjacent to the Property owned and maintained by the Poinciana Community Development District ("**CDD**") and is submitting this Drainage Improvement Installation Application ("**Application**") for that approval.

Owner(s) Name(s) Lynn and Joan Sinclair

Lot/Street Address 462 Shorehaven Dr

City, State and Zip Code Poinciana, FL 34759

Phone Number [redacted]

Lot Tax Folio Number See enclosed

If using a Contractor for the installation of the Drainage Improvements, please identify:
Contractor Name: Perfect 10 Landscaping LLC

License Number (if applicable): copy enclosed

Contractor Phone Number: 321-437-6689

(Attach Certificate of Insurance from Contractor – if applicable):
Expected Start Date: TBD Upon approval Expected Completion Date: Sept 12 - Sept 16

OWNERS' ACKNOWLEDGEMENT

In signing below and submitting this Application, Owner(s) acknowledge and agree as follows:

i. The Application and the Non-Exclusive License Agreement (*Installation of Drainage Improvements*) ("**License**") attached as **Attachment A** hereto, have been signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Polk County for the Property.

ii. Owner(s) agree to abide by the terms of the License.

iii. Owner(s) have received the Drain Pipe Detail Sketch, attached hereto as **Attachment B** ("**Sketch**"), which details the minimum standards and guidelines for installation of the Drainage Improvement

iv. All Drainage Improvements must be installed per the minimum standard and guidelines provided in the Sketch, which shall be determined in the sole discretion of the District Engineer.

v. Owner(s) shall be responsible for the District's costs ("**Costs**") associated with processing this Application, License (review and recording), and inspection of the Drainage Improvements by District Engineer (including any re-inspections) in the amount of $100.00. Payment shall be made by Owner with this Application.

Owner Signature: Lynn Sinclair Date: 8.29.22

Co-Owner Signature: Joan C Sinclair Date: 8/29/2022

District Management -- For Office Use Only
RECEIVED BY & DATE: _____ Payment Received: _____
APPROVED___DISAPPROVED_____
Explanation for Disapproval (if applicable): _____

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

Attachments: License (Attachment A); Sketch (Attachment B)

BOUNDARY SURVEY

LEGAL DESCRIPTION:

LOT 651, SOLIVITA PHASE IIC, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118, PAGE 12 THROUGH 16, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

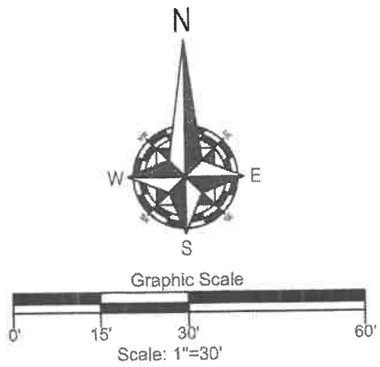
FLOOD INFORMATION:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN POLK COUNTY, COMMUNITY NUMBER 120261, DATED 2012-09-28.

CERTIFIED TO:

LYNN SINCLAIR AND JOAN SINCLAIR; FLORIDA TITLESMITH, LLC; FIRST AMERICAN TITLE INSURANCE CO; EVERETT FINANCIAL INC DBA SUPREME LENDING

662 SHOREHAVEN DRIVE, KISSIMMEE, FLORIDA 34759

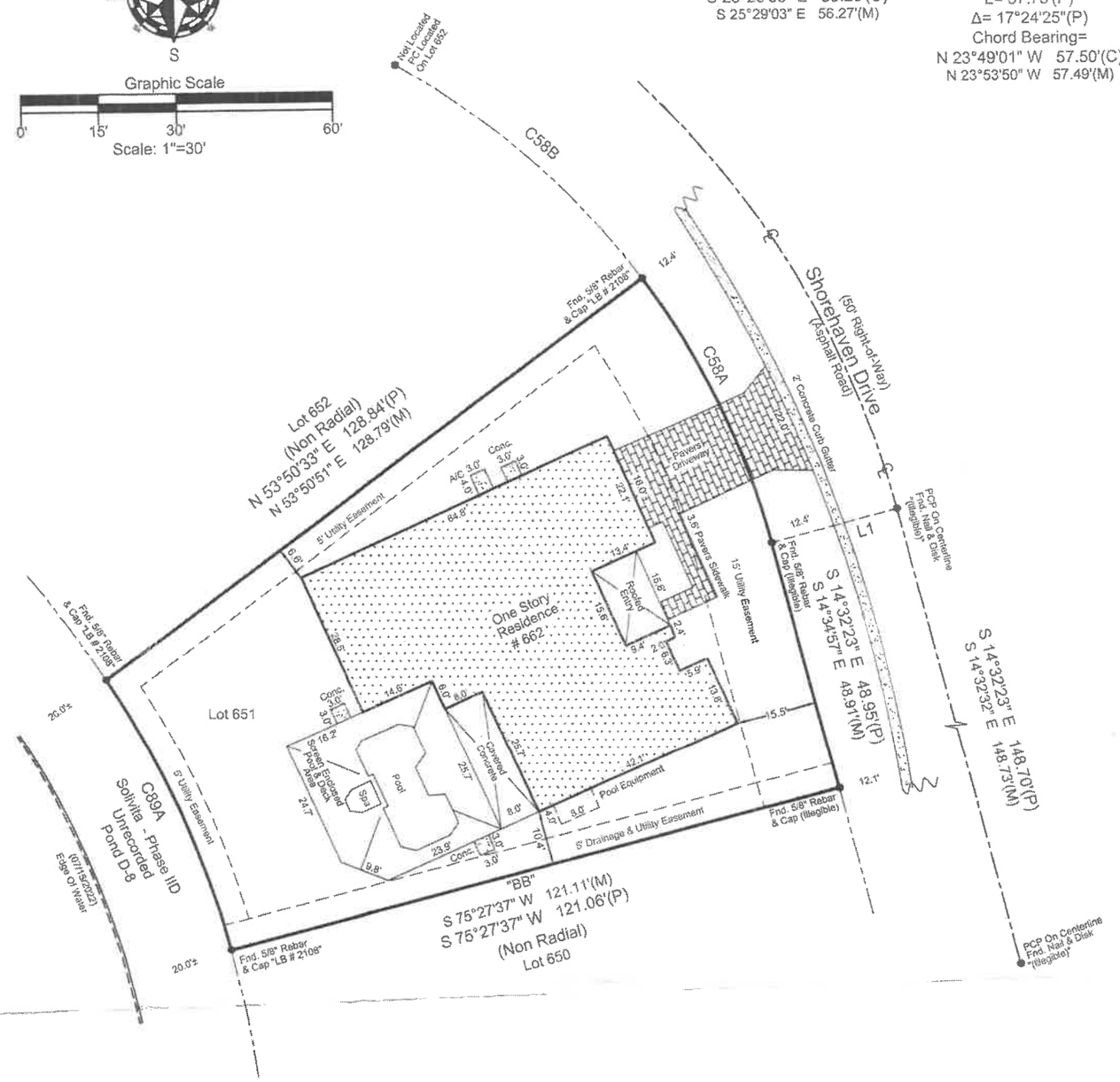


L1
S 75°27'37" W 25.00'(P)
S 75°25'59" W 25.04'(M)

C58A
R= 150.00'(P)
L= 56.60'(P)
Δ= 21°37'04"(P)
Chord Bearing=
S 25°20'58" E 56.26'(C)
S 25°29'03" E 56.27'(M)

C58B
R= 150.00'(P)
L= 62.99'(P)
Δ= 24°03'36"(P)
Chord Bearing=
S 48°11'22" E 62.53'(C)

C89A
R= 190.00'(P)
L= 57.73'(P)
Δ= 17°24'25"(P)
Chord Bearing=
N 23°49'01" W 57.50'(C)
N 23°53'50" W 57.49'(M)



Field Date: 7/15/2022	Date Completed: 07/18/22
Drawn By: G.S.	File Number: IS-107817

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement		
F.E.M.A.	- Federal Emergency Management Agency	PT	- Point of Tangency
		R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set Rebar	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk		
N.R.	- Non-Radial	Typ.	- Typical
ORB	- Official Records Book	UE	- Utility Easement
P	- Plat	WM	- Water Meter
P.B.	- Plat Book	Δ	- Delta (Central Angle)
–□–	- Wood Fence	–O–	- Chain Link Fence

-NOTES-

>Survey is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.

-POINTS OF INTEREST-

DRIVEWAY AND SIDEWALK OVER EASEMENT

I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland PSM 6637 LB 7623

FOR THE FIRM

This Survey is intended ONLY for the use of Said Certified Parties.
This Survey NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.

Ireland & Associates Surveying, Inc.
800 Currency Circle | Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

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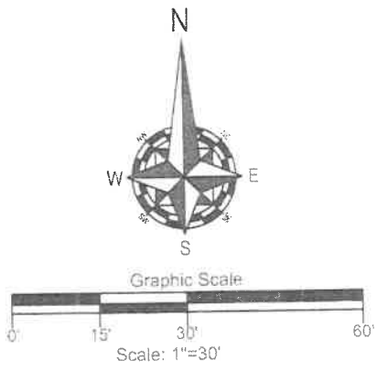
CERTIFIED TO:

LYNN SINCLAIR AND JOAN SINCLAIR; FLORIDA TITLESMITH, LLC; FIRST AMERICAN TITLE INSURANCE CO; EVERETT FINANCIAL INC DBA SUPREME LENDING

662 SHOREHAVEN DRIVE, KISSIMMEE, FLORIDA 34759



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N 23°49'01" W 57.50'(C)
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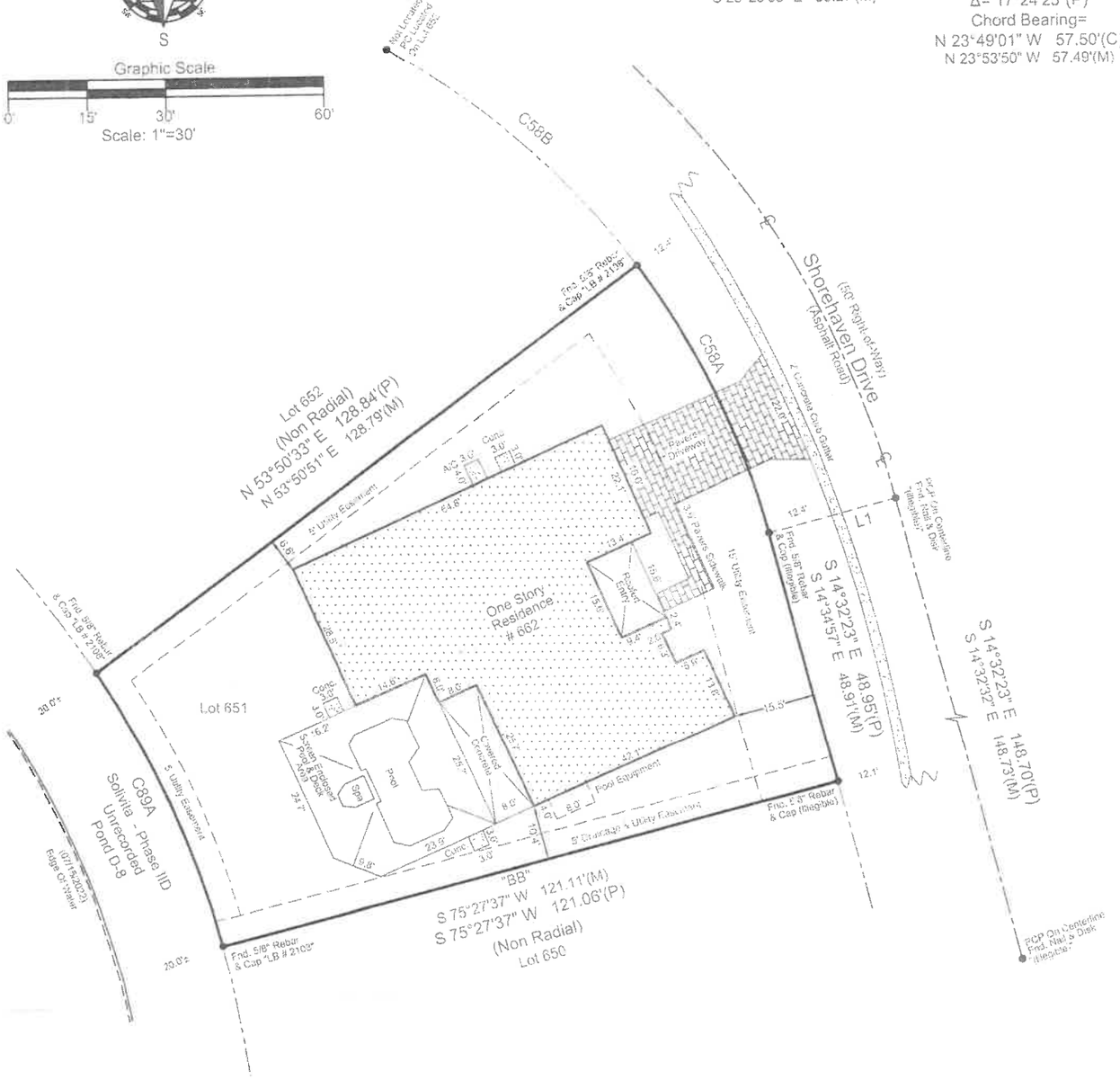
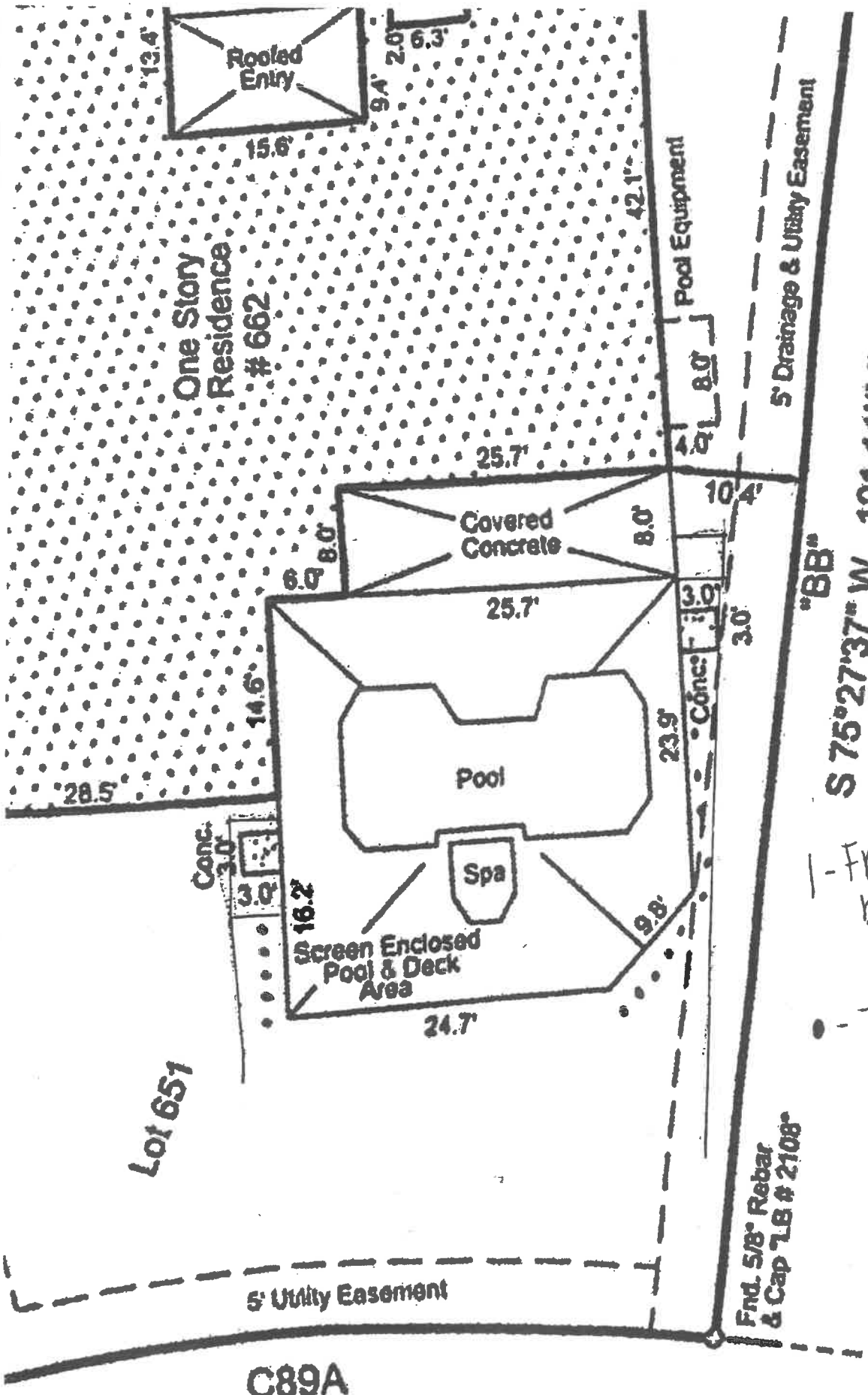
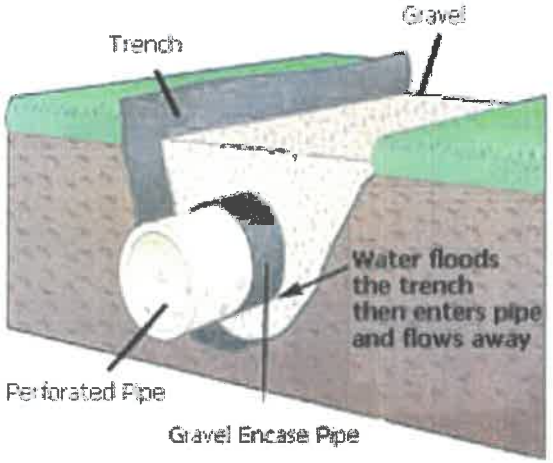


Attachment A
LICENSE AGREEMENT



1 - French Drain will be connected to downspouts

• - 7 Gallon Podocarpus


Gravel
Trench
Water floods
the trench
then enters pipe
and flows away
Perforated Pipe
Gravel Encase Pipe

Attachment B
SKETCH

ESTIMATE

Envision Outdoors LLC
4543 Canoe Creek Rd
Saint Cloud, FL 34772

perfecttenlandscaping@gmail.com
+1 3214376089
https://envisionoutdoorsllc.com/

ENVISION OUTDOORS

Joan Sinclair

Bill to
Joan Sinclair
662 Shorehaven Dr
Poinciana, FL 34759

Ship to
Joan Sinclair
662 Shorehaven Dr
Poinciana, FL 34759

Estimate details
Estimate no. : 1580
Estimate date : 8/21/22
Expiration date : 9/4/22

1.	**Service** Supply, Delivery and Installation of Saint Augustine Sod -Includes: Preparation of Area & Haul Away of Debris	1 unit × $450.00	$450.00
2.	**Service** Supply, Delivery and Installation of 30ft French Drain Along Right Side -Includes: 30ft of Drain Piping, 1 Downspout Adapter, 1 Pop Up Emitter, #57 Gravel and Filter Fabric	30 units × $15.00	$450.00
3.	**Service** Supply, Delivery and Installation of 90ft French Drain Along Left Side -Includes: 90ft of Drain Piping, 2 Downspout Adapter, 1 Pop Up Emitter, #57 Gravel and Filter Fabric	90 units × $15.00	$1,350.00
4.	**Service** Supply, Delivery and Installation of Brown River Rock	1 unit × $375.00	$375.00
5.	**Service** Supply, Delivery and Installation of Pinebark Mulch	2 units × $125.00	$250.00
6.	**Service** Removal & Haul Away of Bottle Brush Plant (Removal of all 6)	1 unit × $200.00	$200.00
7.	**Service** Spraying of Front Area	1 unit × $50.00	$50.00
8.	**Service** Supply, Delivery and Installation of Weed Prevention Mat for Rock Area	1 unit × $50.00	$50.00
9.	**Service** Supply, Delivery and Installation of 7 Gallon Podocarpus	17 units × $35.00	$595.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 08/29/22

PRODUCER
AMERICAN INS LEADERS
337 DEBARY AVENUE
DEBARY, FL 32713
Phone:(386)218-4963 Fax:(866)856-6826

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
PERFECT 10 LANDSCAPING LLC
1518 MICHIGAN AVE
Saint Cloud, FL 34769
Phone:(321)437-6089

INSURER A:	Crum & Forster E&S
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTHWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC	BAK-77676-2	03/20/2022	03/20/2023	EACH OCCURANCE	$ 1,000,000
					FIRE DAMAGE(Any one fire)	$ 100,000
					MED EXP(Any one person)	$ 5,000
					PERSONAL AND ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ Included
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURANCE	$
					AGGREGATE	$
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	
					E.L. EACH ACCIDENT	$
					E.L.DISEASE-EA EMPLOYEE	$
					E.L.DISEASE - POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
LANDSCAPE DESIGN, LAWN SERVICE, IRRIGATION SERVICE INSTALL AND REPAIR :

CERTIFICATE HOLDER | ADDITIONAL INSURED:INSURED LETTER:

JOAN SINCLAIR
662 SHOREHAVEN DR
POINCIANA, FL 34759
Faxed to:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

EXPIRATION
SEPTEMBER 30, 2022

BRUCE VICKERS, TAX COLLECTOR
OSCEOLA COUNTY, STATE OF FLORIDA
LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.
159619

2022

BUSINESS TYPE:
4190 LAWN CARE/LANDSCAPE

03/21/2022
Oper SV
Till 741
Paid 37.50
Rcpt.#74102333

169706

TRANSFER	0.00
ORIGINAL TAX AMOUNT	30.00
PENALTY	7.50
COLLECTION COST	0.00
TOTAL	37.50

BUSINESS:

Perfect 10 Landscaping, LLC
4543 Canoe Creek Road
St Cloud, FL 34772

Location:
OSCEOLA COUNTY

GV400219-1

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to $250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

Perfect 10 Landscaping, LLC
4543 Canoe Creek Road
St Cloud, FL 34772

This instrument was prepared by and upon recording should be returned to:	(This space reserved for Clerk)
Jan Albanese Carpenter, Esq. Latham, Luna, Eden & Beaudine, LLP 201 S. Orange Avenue, Suite 1400 Orlando, Florida 32801	

[*Space above for recording purposes*]

Parcel ID for Property: 28-27-23-933962-006510

NON-EXCLUSIVE LICENSE AGREEMENT
(INSTALLATION OF DRAINAGE IMPROVEMENT)

THIS LICENSE AGREEMENT ("**Agreement**") is made and entered into this 21 day of September, 20 22, by and between:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston St., Orlando, FL 32801 (hereinafter, the "**District**"); and

Lynn Sinclair and Joan Sinclair, (together, "**Owner**"), the fee simple owners of the "**Property**" identified as:

Lot 651, as per the plat identified as Solivita Phase IIC ("**Plat**") recorded in Plat Book 118, Pages 12-16 et. seq., of the Official Records of Polk County, Florida.

WITNESSETH

WHEREAS, Owner owns the Property located within the District, which Property is located adjacent to District-owned stormwater pond(s) identified as Parcel I.D. 28-27-26-934111-006990 (the "**Drainage Facility**"); and

WHEREAS, Owner desires to construct drainage improvements consisting of drainage pipe connecting from the gutter attached to the residential unit on the Property to the nearest Drainage Facility consistent with the minimum standards and guidelines attached hereto as **Exhibit A** and incorporated herein (the "**Improvements**"), which Improvements will run through and encroach (the "**Encroachment**") into that portion of the Drainage Facility located adjacent to the Property (the "**License Area**"); and

WHEREAS, Owner requested that the District authorize such Encroachment into the License Area in order to facilitate construction of the Improvements; and

WHEREAS, the District has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

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

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

2. LICENSE FOR INSTALLATION & MAINTENANCE OF DRAINAGE IMPROVEMENT; LIMITATION. Subject to the terms of this Agreement, the District hereby grants to Owner a non-exclusive, revocable license for the sole purpose of installing and maintaining the Improvements within the License Area. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Improvements for purposes of the Encroachment into the License Area and does not authorize any other encroachment.

3. OWNER'S RESPONSIBILITIES. Owner shall have the following responsibilities as a condition of the District's authorization of Owner's License rights granted herein for the installation, operation and maintenance of the Improvements in the License Area. Specifically, Owner shall:

(a) be fully responsible for the installation, operation and maintenance of the Improvements;

(b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the applicable homeowners' association pursuant to its declaration of covenants, conditions and restrictions, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the installation of Improvements;

(c) ensure that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;

(d) be fully responsible for utility location on the Property and in the License Area;

(e) ensure that the installation, operation and maintenance of the Improvements does not damage any property of the District, or any third party's property, and, in the event of any such damage, Owner shall immediately repair the damage or compensate the District for such repairs to District property, at the District's option;

(f) ensure that Owner's exercise of privilege granted hereunder does not interfere with the District's rights to maintain the Drainage Facility and/or negatively impact the District's stormwater system, as determined in the District Engineer's sole discretion. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipes utilities that may be located within the Drainage Facility. Owner shall be responsible for locating and identifying any such stormwater improvements and/or utilities, if any;

(g) ensure that the District has free access to and from the stormwater management system, including allowing access to the Improvements, for the District to operate, maintain and repair the same, as needed;

(h) upon completion of the installation, continue to operate, maintain and repair the Improvements, in good and working condition; and

(i) keep the License Area free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.

4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS. The privilege and permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Drainage Facility described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owner shall exercise the privilege granted herein at Owner's risk, and agrees that Owner shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, with adequate written notice, the District may remove all, or any portion of the Improvements, at Owner's expense, in order to repair or maintain the District's stormwater management facilities, and that the District is not obligated to re-install the Improvements to its original location and specification and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

5. INDEMNIFICATION. Owner hereby agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owner to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owner as jointly liable parties; however, Owner shall indemnify the District for any and all percentage of fault attributable to Owner for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owner further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

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

6. ASSIGNMENT; TERMINATION. Upon the sale of the Property, the Owner shall advise any successor(s) in interest and/or assign(s) of any portions of the Property ("Successor Owner") of the terms and conditions of this Agreement and Owner shall have the right to assign

this Agreement to any such Successor Owner. Whenever the word "Owner" is used within this Agreement, it shall be deemed to collectively mean and refer to the current fee simple record owners of the Property and its successors in interests and assigns. Notwithstanding anything else provided herein, the District, in its sole discretion, shall have the right to revoke the License and/or terminate this Agreement without cause at any time. The District may, at its option, record this Agreement in the public records of Polk County.

7. AMENDMENTS. Except as may be otherwise set forth herein, this Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

8. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. ENFORCEMENT. In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

10. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[*Signatures on the following pages*]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date and year first written above:

Signed, sealed and delivered
in the presence of:

Witness:

_____
By:_____

Witness:
_____
By:_____

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

STATE OF FLORIDA
COUNTY OF POLK

The foregoing agreement was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20__, by _____, as Chairperson of the Poinciana Community Development District, who____ is personally known to me or ___ produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

[*Signature page of License Agreement (Installation of Drainage Improvements)*]

Signed, sealed and delivered
in the presence of:

Witness:

_____
By:_____

Witness:

_____
By:_____

Owner

_____
By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing agreement was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20__, by _____, as _____, who_____ is personally known to me or ___ produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

[*Signature page of License Agreement (Installation of Drainage Improvements)*]

Signed, sealed and delivered
in the presence of:

Witness:

_____
By:_____

Witness:

_____
By:_____

Owner

_____
By: _____
_____

STATE OF FLORIDA
COUNTY OF _____

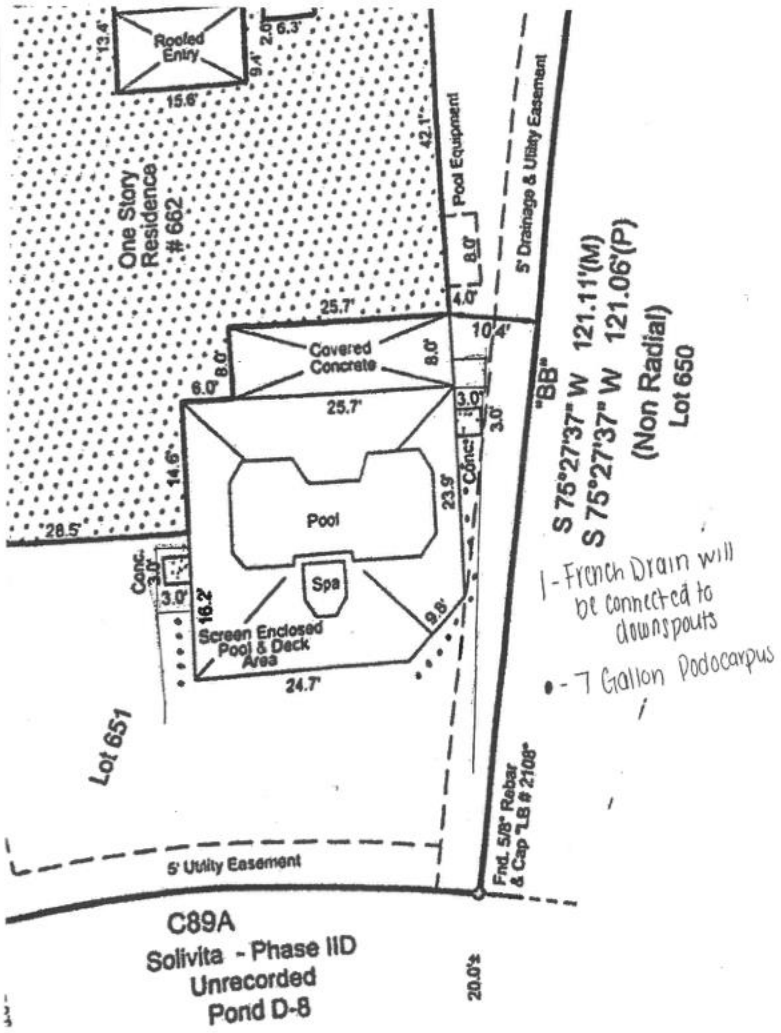
The foregoing agreement was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20__, by _____, as _____, who_____ is personally known to me or ___ produced _____ as identification.

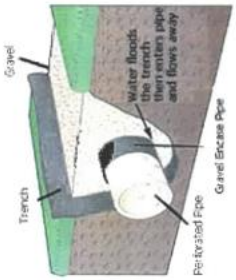
_____
Notary Public, State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

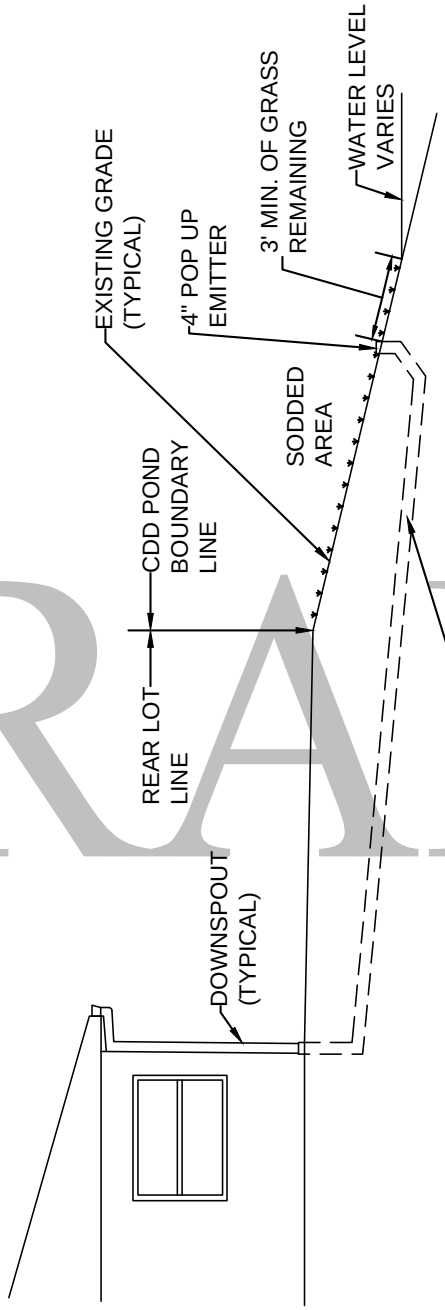
Exhibit A

License Area and Proposed Improvements

[*See attached*]




Gravel
Trench
Water floods
the trench
then enters pipe
and flows away
Perforated Pipe
Gravel Backfill Pipe



TYPICAL LAKE SECTION
WITH DRAIN PIPE DETAIL
SCALE: 1"=10'

TYPICAL DRAIN PIPE DETAIL

REVISIONS	
DATE:	DESCRIPTIONS

POINCIANA
CDD

gai consultants
EB 9951
618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

DATE:	2022-05-10
DRAWN BY:	CDA
APPROVED BY:	KSL
SCALE:	AS SHOWN
PROJECT NO.:	A171208.00
SHEET NO.	EX-1

SECTION VII

BUSH | ROSS
ATTORNEYS AT LAW

1801 N. Highland Avenue
Tampa, Florida 33602
(813) 224-9255[Phone]
(813) 223-9620 [Fax]
www.bushross.com

Mailing Address:
Post Office Box 3913
Tampa, Florida 33601-3913

ALEXA CAMARENO
acamareno@bushross.com
(813) 204-6492 [Direct Line]

August 31, 2022

VIA EMAIL (tadams@cgmscfl.com)
VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED,
AND REGULAR U.S. MAIL

Poinciana Community Development District
c/o Governmental Management Services Central Florida, LLC
6200 Lee Vista Blvd., Suite 300
Orlando, Florida 32822
ATTN: Tricia Adams

VIA EMAIL (sJCarpenter@lathamluna.com)
VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED,
AND REGULAR U.S. MAIL

Poinciana Community Development District
c/o Jan Carpenter, Esq.
Latham, Luna, Eden & Beaudine
201 S. Orange Ave, #1400
Orlando, FL 32801

RE: Solivita Community Association, Inc./Notice of Termination of Maintenance Agreement
Bush Ross, P.A. File No.: 019671.00000

Dear Poinciana Community Development District:

Please be advised our firm serves as general counsel to the Solivita Community Association, Inc. (the "Association"). As you know, the developer of the Solivita Community and Poinciana Community Development District ("PCDD") entered into an agreement dated April 18, 2012, wherein the parties agreed the Association would maintain certain Reclaimed Infrastructure in exchange for compensation from PCDD (the "Agreement").

Please accept this letter as the Association's notice to PCDD that it is electing not to renew the Agreement, a copy of which is enclosed herein. Accordingly, the Agreement will terminate effective as of September 30, 2022 and the Association will no longer be responsible for the maintenance of the Reclaimed Infrastructure identified in Exhibit "A" to the Agreement.

Thank you for your time and attention to the foregoing.

Sincerely,

/s/ Alexa Camareno

Alexa Camareno, Esq.

ACC
Enclosure
cc: Client

PCDD letter (fixed add).DOCX

BUSH|ROSS
ATTORNEYS AT LAW

1801 N. Highland Avenue
Tampa, Florida 33602
(813) 224-9255[Phone]
(813) 223-9620 [Fax]
www.bushross.com

Mailing Address:
Post Office Box 3913
Tampa, Florida 33601-3913

ALEXA CAMARENO
acamareno@bushross.com
(813) 204-6422 [Direct Line]

August 23, 2022

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED,
AND REGULAR U.S. MAIL

Poinciana Community Development District
610 Sycamore Street, Suite 140
Celebration, Florida 34737
Attn: District Manager

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED,
AND REGULAR U.S. MAIL

Poinciana Community Development District
c/o Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32309
Attn: Michael C. Eckert

RE: Solivita Community Association, Inc./Notice of Termination of Maintenance Agreement
Bush Ross, P.A. File No.: 019671.00000

Dear Poinciana Community Development District:

Please be advised our firm serves as general counsel to the Solivita Community Association, Inc. (the "Association"). As you know, the developer of the Solivita Community and Poinciana Community Development District ("PCDD") entered into an agreement dated April 18, 2012, wherein the parties agreed the Association would maintain certain Reclaimed Infrastructure in exchange for compensation from PCDD (the "Agreement").

Please accept this letter as the Association's notice to PCDD that it is electing not to renew the Agreement, a copy of which is enclosed herein. Accordingly, the Agreement will terminate effective as of September 30, 2022 and the Association will no longer be responsible for the maintenance of the Reclaimed Infrastructure identified in Exhibit "A" to the Agreement.

Thank you for your time and attention to the foregoing.

Sincerely,

Alexa Camareno, Esq.

ACC
Enclosure
cc: Client

85U9224.DOCX

AGREEMENT BETWEEN
POINCIANA COMMUNITY DEVELOPMENT DISTRICT
AND SOLIVITA COMMUNITY ASSOCIATION, INC.

[RECLAIMED INFRASTRUCTURE]

THIS AGREEMENT is made and entered into as of this 18th day of April, 2012, by and between:

Poinciana Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the Polk County, and with offices at 610 Sycamore Street, Suite 140, Celebration, Florida 34747 (hereinafter "District"), and

Solivita Community Association, Inc., a Florida not-for-profit corporation, whose address is 395 Village Dr. Suite C, Poinciana, Florida 34759 (the "Association").

RECITALS

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

WHEREAS, pursuant to the Uniform Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure including, but not limited to, certain reclaimed water pipes equal to or in excess of six (6) inches in diameter as more specifically identified in the attached Exhibit A ("Reclaimed Infrastructure") requiring inspection, operation and maintenance services for which the District desires to retain an independent contractor; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities in close proximity to and connecting to the Reclaimed Infrastructure; and

WHEREAS, the landowners residing within the District will ultimately be the source of funds needed to inspect, operate and maintain the Reclaimed Infrastructure regardless of whether the District or the Association actually performs such services; and

WHEREAS, for ease of administration, potential cost savings to residents and the benefits of full time on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain Reclaimed Infrastructure; and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and maintain Reclaimed Infrastructure and desires to contract with the District to do so in accordance with the terms of this Agreement.

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

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

SECTION 2. ASSOCIATION'S OBLIGATION.

A. General duties. Association shall be responsible for the management and maintenance of Reclaimed Infrastructure in an efficient, lawful and satisfactory manner. Association will act in a fiduciary capacity with respect to the protection of the Reclaimed Infrastructure.

B. Inspection. Association shall conduct regular inspections of all Reclaimed Infrastructure and report any irregularities to the District Manager, or its designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

C. Repair and Maintenance. Association shall make, or cause to be made, such routine repair work or normal maintenance to the Reclaimed Infrastructure as may be required for the operation or physical protection of Reclaimed Infrastructure, or as required under applicable government permits. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of the HOA, District or public utility. Association shall immediately notify the District Manager, or its designated representative, concerning the need for emergency repairs.

D. Investigation and Report of Accidents/Claims. Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the operation and/or maintenance of the Reclaimed Infrastructure. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District Board of Supervisors.

E. Compliance with Government Rules, Regulations, Requirements and Orders. Association shall take such action as is necessary to comply promptly with any and all permits, orders or requirements affecting the Reclaimed Infrastructure placed thereon by any governmental authority having jurisdiction. Association shall immediately notify the

District Manager in writing of all such orders or requirements. At the request of the District, Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the Reclaimed Infrastructure.

F. Adherence to District Rules, Regulations and Policies. Association's personnel shall be familiar with all District policies and procedures and shall ensure that all contractors operating or maintaining the Reclaimed Infrastructure are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith.

G. Care of the Property. Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association, its employees or contractors. Association agrees to repair any damage resulting from Association's activities and work.

H. Staffing and Billing. Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the inspection, operation and maintenance responsibilities set forth in this Agreement.

I. Liens and Claims. The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 3. COMPENSATION. The District shall pay Association the sum of Ten Dollars ($10.00) per year for the provision of services pursuant to the terms of this Agreement. Such compensation shall be tendered in advance upon execution of this Agreement, and shall be tendered at the beginning of each renewal period within thirty (30) days from receipt of an invoice from the Association.

SECTION 4. TERM. The term of this Agreement is for a period commencing as of April 18, 2012 and ending on September 30, 2022, and shall be automatically renewed for additional five (5) year periods after September 30, 2022, unless either party provides the other party at least one hundred eighty (180) days written notice of its intent not to renew. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement, or upon three hundred, sixty-five days (365) written notice without a showing of cause.

SECTION 5. INSURANCE. The Association shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors shall be named as additional insureds:

A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than $1,000,000 combined single limit bodily injury and property damage liability.

C. Employer's Liability Coverage with limits of at least $1,000,000 (one million dollars) per accident or disease.

D. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. INDEMNIFICATION. Association agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Association under this Agreement, including litigation or any appellate proceedings with respect thereto.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the substantially prevailing party shall be entitled to recover from the other party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations

imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District:

Poinciana Community Development District
610 Sycamore Street, Suite 140
Celebration, Florida 34747
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32309
Attn: Michael C. Eckert

B. If to the Association:

Solivita Community Association, Inc.
395 Village Dr, Ste C
Poinciana, Florida 34759
Attn: Kraig Carmichael

With a copy to:

_____

_____

_____

Attn: _____

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

SECTION 16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 18. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

Secretary

Robert Zimbardi
Chairman, Board of Supervisors

SOLIVITA COMMUNITY ASSOCIATION, INC.

(Signature of Witness)

By:

Its: Community Manager

Diana Quigley
(Print Name of Witness)

Exhibit A: Description of Reclaimed Infrastructure

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
DANIEL H. COULTOFF
JENNIFER S. EDEN
DOROTHY F. GREEN
BRUCE D. KNAPP
PETER G. LATHAM
JAY E. LAZAROVICH

201 SOUTH ORANGE AVENUE, SUITE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801
WWW.LATHAMLUNA.COM

MARC L. LEVINE
JUSTIN M. LUNA
LORI T. MILVAIN
BENJAMIN R. TAYLOR
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ
CAMERON H.P. WHITE

DIRECT DIAL: (407) 481-5842
EMAIL:
JLAZAROVICH@LATHAMLUNA.COM

September 6, 2022

U.S. Certified Mail Return Receipt Requested
VIA E-MAIL to acamareno@bushross.com

Bush Ross, P.A.
Post Office Box 3913
Tampa, Florida 33601-3913
Attn: Alexa Camareno, Esq.

Re: Response to Notice of Termination of Maintenance Agreement between Poinciana Community Development District and Solivita Community Association, Inc.

Dear Ms. Camareno:

Please be advised that our firm serves as general counsel to the Poinciana Community Development District (the "District"). We are in receipt of the Solivita Community Association, Inc. (the "Association") Notice of Termination of Maintenance Agreement dated August 23, 2022 (the "Notice"). The Notice is ineffective to terminate the Agreement Between Poinciana Community Development District and Solivita Community Association, Inc. for Reclaimed Infrastructure (the "Agreement") for the reasons set forth below. The Agreement will remain in effect for five (5) additional years due to lack of proper notice.

Pursuant to Section 4 of the Agreement, the term of the Agreement ends on September 30, 2022, and shall be automatically renewed for additional five (5) year periods after September 30, 2022, unless either party provides the other party at least one hundred eighty (180) days written notice of its intent not to renew. The Notice dated August 23, 2022, does not comply with the terms set forth in Section 4. Effective Notice of Termination of the Agreement must have been dated prior to April 3, 2022.

Additionally, pursuant to Section 15 of the Agreement, the District provided the Association with notice on June 30, 2022, changing the addresses for District Management and

District Counsel. The Notice dated August 23, 2022, was not sent in accordance with the updated addresses, resulting in the Notice being sent to the incorrect District Manager and District Counsel.

Furthermore, in the event any obligations under the Agreement were to be absorbed by the District, please note that the District has already adopted its budget for the next fiscal year and does not have the ability to increase assessments at this point to cover any potential District costs related to the Agreement.

Due to the lack of proper notice, pursuant to the terms of the Agreement, the Agreement is in effect for five (5) additional years. We would be happy to meet with you and the Association to discuss how best to work together to maintain the irrigation system for the benefit of our residents. As the reclaimed water system is a combined system of public District distribution piping and private piping and systems, it seems a cooperative effort will continue to be the best option for all parties and the residents.

Please feel free to call Jan Carpenter or myself if you have questions or you would like to discuss this further.

Sincerely,

/s/ Jay E. Lazarovich

Jay E. Lazarovich, Esq.
Counsel for Poinciana
Community Development District

cc: Jan A. Carpenter, Esq. (*via e-mail*)
Tricia Adams, District Manager (*via e-mail*)

SECTION VIII

SECTION C

SECTION 1

Poinciana Community Development District
Action Items
September 2022

Meeting Assigned	Action Item	Assigned To:	Status	Comments
Ongoing	Parcel Conveyance from TM to CDD	Staff	**In Process**	Application and fee received 01.11.2022 and initial document review by staff completed. District Counsel to create conveyance spreadsheet.
12/15/21	Aerator Removal Experiment	Field Manager	**In Process**	There are only two aerators operating as of June 2022.
Ongoing	Monitor Central Florida Expressway - Poinciana Parkway Project: Parkway Connector	Chairman	**In Process**	CFXWay.com Project #599-233; Presentation scheduled 09.21.2022.
6/15/22	Reclaimed Water (Irrigation) Infrastructure	District Manager	**In Process**	Provided Engineer's Report with narrative and map via electronic mail.
8/17/22	Erosion Repairs	District Engineer and Field Manager	**In Process**	Staff to identify needed repairs, develop scope and gather proposals to present to BOS.
8/17/22	Shoreline/Littoral Plantings	Field Manager	**In Process**	Once erosion repairs are completed, staff will provide proposals for Board consideration.

SECTION 2

Poinciana
Community Development District

Summary of Check Register

August 10, 2022 to September 12, 2022

Fund	Date	Check No.'s		Amount
General Fund				
	8/11/22	5-8	$	47,049.81
	8/17/22	9-12	$	76,710.34
	8/23/22	13-17	$	16,905.85
	9/6/22	18-19	$	13,642.03
			$	154,308.03
Payroll	**August 2022**			
	Anita Nelson	50179	$	184.70
	Anthony Reed	50180	$	84.70
	Elizabeth Lambrides	50181	$	184.70
	Lita Epstein	50182	$	184.70
	Robert Zimbardi	50183	$	184.70
			$	823.50
			$	**155,131.53**

*** CHECK DATES 08/10/2022 - 09/12/2022 *** POINCIANA - GENERAL FUND
BANK C GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/11/22	00009	8/01/22	00001328	202208	320-53800-47000		*	8,920.83		
			AQUATIC MAINT AUG 22							
						CLARKE AQUATIC SERVICES, INC.			8,920.83	000005
8/11/22	00004	8/01/22	8381	202208	320-53800-46200		*	12,329.53		
			LANDSCAPE MAINT AUG 22							
						FLORALAWN 2, LLC			12,329.53	000006
8/11/22	00001	8/01/22	205	202208	310-51300-34000		*	3,862.50		
			MANAGEMENT FEES AUG 22							
		8/01/22	205	202208	310-51300-35200		*	62.50		
			WEBSITE ADMIN AUG 22							
		8/01/22	205	202208	310-51300-35100		*	93.75		
			INFORMATION TECH AUG 22							
		8/01/22	205	202208	310-51300-31300		*	416.67		
			DISSEMINATION SVC AUG 22							
		8/01/22	205	202208	310-51300-42000		*	32.99		
			POSTAGE AUG 22							
		8/01/22	205	202208	310-51300-42500		*	56.10		
			COPIES AUG 22							
		8/01/22	206	202208	320-53800-12000		*	858.33		
			FIELD MANAGEMENT AUG 22							
						GOVERNMENTAL MANAGEMENT SERVICES			5,382.84	000007
8/11/22	00025	8/08/22	4651935	202208	300-20700-10000		*	13,429.46		
			PROPERTY APPRAISER FEE							
		8/08/22	4651936	202208	310-51300-49100		*	6,987.15		
			PROPERTY APPRAISER FEE							
						POLK COUNTY PROPERTY APPRAISER			20,416.61	000008
8/17/22	00054	8/17/22	08172022	202208	300-20700-10100		*	173.03		
			GONZALEZ CK#6150 REIMBURS							
						JONATHAN & JEANNE GONZALEZ			173.03	000009
8/17/22	99999	8/17/22	VOID	202208	000-00000-00000		C	.00		
			VOID CHECK							
						******INVALID VENDOR NUMBER******			.00	000010
8/17/22	00013	8/17/22	08172022	202208	300-20700-10000		*	2,811.66		
			YU CK#1022							
		8/17/22	08172022	202208	300-20700-10000		*	2,811.66		
			WELTY CK#1005							
		8/17/22	08172022	202208	300-20700-10000		*	2,811.66		
			VOYTA CK#676							
		8/17/22	08172022	202208	300-20700-10000		*	2,811.66		
			BEHNKE CK#10421							

*** CHECK DATES 08/10/2022 - 09/12/2022 *** POINCIANA - GENERAL FUND
BANK C GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			MAISH CK#1606								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			LYONA CK#2053								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			ZIRSCH CK#1673								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			FIELDS CK#1058								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			SATTAZAHN CK#143								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			KERR CK#1498								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			JESS CK#5106								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			GARY CK#103								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			SNYDER CK#3394								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			NALL CK#508								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			HORST CK#281								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			GORHAM CK#1028								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			GULLIFORD CK#129								
		8/17/22	08172022	202208	300-20700-10000			*	1,406.33		
			STEWART CK#3662								
		8/17/22	08172022	202208	300-20700-10000			*	1,405.33		
			WAGNER CK#1362								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			MONSKE CK#1126								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			CATER CK#1990								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			GONZALEZ CK#6150								
		8/17/22	08172022	202208	300-20700-10000			*	2,811.66		
			LONG CK#275								
							POINCIANA CDD			61,856.52	000011
8/17/22	00013	8/17/22	8172022	202208	300-20700-10000			*	14,680.79		
			DS ASSESSMENT SER2022								
							POINCIANA CDD			14,680.79	000012
8/23/22	00042	7/31/22	00047703	202207	310-51300-48000			*	718.50		
			NOT ADOPT FY23 BUD 7/6/22								
							CA FLORIDA HOLDINGS, LLC			718.50	000013

*** CHECK DATES 08/10/2022 - 09/12/2022 ***
POINCIANA - GENERAL FUND
BANK C GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/23/22	00009	8/15/22	00001352	202208	320-53800-47000		*	200.00		
			DITCH SERVICES AUG 22							
						CLARKE AQUATIC SERVICES, INC.			200.00	000014
8/23/22	00011	8/15/22	00102645	202208	320-53800-47100		*	12,835.00		
			MOSQUITO MAINT AUG 22							
						CLARKE ENVIRONMENTAL MOSQUITO			12,835.00	000015
8/23/22	00010	8/16/22	7-852-59	202208	310-51300-42000		*	41.81		
			1 DELIVERY 8/10/22							
						FEDEX			41.81	000016
8/23/22	00027	8/15/22	105370	202207	310-51300-31500		*	3,110.54		
			GENERAL COUNSEL JULY 22							
						LATHAM, LUNA, EDEN & BEAUDINE			3,110.54	000017
9/06/22	00004	9/01/22	8433	202209	320-53800-46200		*	12,329.53		
			LANDSCAPE MAINT SEPT 22							
						FLORALAWN 2, LLC			12,329.53	000018
9/06/22	00017	8/30/22	2178433	202208	310-51300-31100		*	1,312.50		
			ENGINEER SVCS AUG 22							
						GAI CONSULTANTS, INC			1,312.50	000019

TOTAL FOR BANK C 154,308.03

TOTAL FOR REGISTER 154,308.03

SECTION 3

Poinciana

Community Development District

Unaudited Financial Reporting

August 31, 2022

Table of Contents

Poinciana

Community Development District

Combined Balance Sheet

August 31, 2022

	General Fund	*Debt Service Fund*	*Totals Governmental Funds*
Assets:			
Cash			
Operating - South State	$ 14,805	$ -	$ 14,805
Operating - Hancock Whitney	$ 99,801	$ -	$ 99,801
Operating - Truist	$ 553,695	$ -	$ 553,695
Money Market - Bank United	$ 53,125	$ -	$ 53,125
Investments			
Series 2022			
Reserve	$ -	$ 134,379	$ 134,379
Revenue	$ -	$ 429,660	$ 429,660
Interest	$ -	$ 0	$ 0
Prepayment	$ -	$ 447,014	$ 447,014
Due from Debt Service	$ 10,611	$ -	$ 10,611
Total Assets	**$ 732,039**	**$ 1,011,054**	**$ 1,743,092**
Liabilities:			
Accounts Payable	$ 1,566	$ -	$ 1,566
Due to General Fund	$ -	$ 10,611	$ 10,611
Total Liabilites	**$ 1,566**	**$ 10,611**	**$ 12,177**
Fund Balance:			
Restricted for:			
Debt Service	$ -	$ 1,000,442	$ 1,000,442
Unassigned	$ 730,473	$ -	$ 730,473
Total Fund Balances	**$ 730,473**	**$ 1,000,442**	**$ 1,730,915**
Total Liabilities & Fund Balance	$ 732,039	$ 1,011,054	$ 1,743,092

Poinciana

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2022

	Adopted Budget	Prorated Budget Thru 08/31/22	Actual Thru 08/31/22	Variance
Revenues:				
Assessments - Tax Roll	$ 634,649	$ 634,649	$ 636,570	$ 1,921
Assessments - Direct Bill	$ 61,103	$ 61,103	$ 61,103	$ -
Interest	$ 2,000	$ 1,833	$ 114	$ (1,720)
Miscellaneous Revenue	$ -	$ -	$ 7,250	$ 7,250
Total Revenues	**$ 697,752**	**$ 697,585**	**$ 705,037**	**$ 7,452**
Expenditures:				
General & Administrative:				
Supervisors Fees	$ 12,000	$ 11,000	$ 8,000	$ 3,000
FICA Expense	$ 918	$ 842	$ 612	$ 230
Engineering	$ 20,000	$ 18,333	$ 20,568	$ (2,235)
Attorney	$ 30,000	$ 27,500	$ 30,402	$ (2,902)
Arbitrage	$ 450	$ 450	$ 450	$ -
Dissemination	$ 5,500	$ 5,042	$ 4,783	$ 258
Annual Audit	$ 3,400	$ 3,400	$ 3,400	$ -
Trustee Fees	$ 7,033	$ 989	$ 989	$ -
Assessment Administration	$ 5,000	$ 5,000	$ 5,000	$ -
Management Fees	$ 46,350	$ 42,488	$ 42,488	$ -
Information Technology	$ 1,125	$ 1,031	$ 1,031	$ -
Website Maintenance	$ 750	$ 688	$ 688	$ -
Telephone	$ 100	$ 92	$ -	$ 92
Postage	$ 2,600	$ 2,383	$ 1,380	$ 1,004
Printing & Binding	$ 2,000	$ 1,833	$ 619	$ 1,215
Insurance	$ 7,000	$ 7,000	$ 6,521	$ 479
Legal Advertising	$ 5,500	$ 5,042	$ 5,762	$ (721)
Other Current Charges	$ 2,400	$ 2,400	$ 4,220	$ (1,820)
Office Supplies	$ 400	$ 367	$ 94	$ 273
Property Appraiser	$ 7,000	$ 7,000	$ 6,987	$ 13
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total General & Administrative:	**$ 159,701**	**$ 143,053**	**$ 144,168**	**$ (1,115)**

Poinciana

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2022

	Adopted Budget	Prorated Budget Thru 08/31/22	Actual Thru 08/31/22	Variance
Operations & Maintenance				
Field Services	$ 10,300	$ 9,442	$ 9,442	$ 0
Property Insurance	$ 8,500	$ 8,500	$ 7,948	$ 552
Electric	$ 2,000	$ 1,833	$ 2,253	$ (419)
Landscape Maintenance	$ 160,115	$ 146,772	$ 135,625	$ 11,147
Aquatic Control Maintenance	$ 117,760	$ 107,947	$ 99,579	$ 8,367
Aquatic Midge Management	$ 160,000	$ 146,667	$ 141,185	$ 5,482
R&M - Mulch	$ 3,500	$ 3,208	$ -	$ 3,208
R&M - Plant Replacement	$ 3,500	$ 3,208	$ -	$ 3,208
R&M - Aerators	$ 3,500	$ 3,208	$ -	$ 3,208
Storm Structure Repairs	$ 50,000	$ 45,833	$ 10,931	$ 34,902
Contingency	$ 18,876	$ 18,876	$ 26,088	$ (7,212)
Total Operations & Maintenance:	**$ 538,051**	**$ 495,495**	**$ 433,050**	**$ 62,445**
Total Expenditures	**$ 697,752**	**$ 638,548**	**$ 577,218**	**$ 61,330**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 127,819	
Fund Balance - Beginning	$ -		$ 602,654	
Fund Balance - Ending	$ -		$ 730,473	

Poinciana

Community Development District

Debt Service Fund - Series 2012/2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2022

	Adopted Budget	Prorated Budget Thru 08/31/22	Actual Thru 08/31/22	Variance
Revenues:				
Assessments - Tax Roll	$ 1,461,832	$ 1,461,832	$ 1,467,097	$ 5,265
Assessments - Direct Bill	$ 153,582	$ 153,582	$ 151,948	$ (1,634)
Assessments - Prepayments	$ -	$ -	$ 525,295	$ 525,295
Interest	$ -	$ -	$ 1,593	$ 1,593
Total Revenues	**$ 1,615,414**	**$ 1,615,414**	**$ 2,145,933**	**$ 530,519**
Expenditures:				
Property Appraiser	$ 15,500	$ 15,500	$ 13,429	$ 2,071
Series 2012A-1				
Interest - 11/1	$ 175,963	$ 175,963	$ 175,963	$ (0)
Special Call - 11/1	$ -	$ -	$ 10,000	$ (10,000)
Principal - 5/1	$ 665,000	$ 665,000	$ -	$ 665,000
Interest - 5/1	$ 175,963	$ 175,963	$ -	$ 175,963
Series 2012A-2				
Interest - 11/1	$ 122,700	$ 122,700	$ 122,700	$ -
Special Call - 11/1	$ -	$ -	$ 5,000	$ (5,000)
Principal - 5/1	$ 310,000	$ 310,000	$ -	$ 310,000
Interest - 5/1	$ 122,700	$ 122,700	$ -	$ 122,700
Series 2022				
Cost of Issuance Expenses	$ -	$ -	$ 313,788	$ (313,788)
Interest - 5/1	$ -	$ -	$ 60,245	$ (60,245)
Special Call - 5/1	$ -	$ -	$ 23,000	$ (23,000)
Total Expenditures	**$ 1,587,825**	**$ 1,587,825**	**$ 724,125**	**$ 863,700**
Excess (Deficiency) of Revenues over Expenditures	$ 27,589		$ 1,421,808	
Other Financing Sources/(Uses):				
Bond Proceeds	$ -	$ -	$ 10,845,000	$ 10,845,000
Transfer Out to Escrow	$ -	$ -	$ (12,468,309)	$ (12,468,309)
Transfer Out	$ -	$ -	$ (5,183)	$ (5,183)
Total Other Financing Sources/(Uses)	$ -	$ -	$ (1,628,492)	$ (1,628,492)
Net Change in Fund Balance	**$ 27,589**		**$ (206,684)**	
Fund Balance - Beginning	$ 326,745		$ 1,207,126	
Fund Balance - Ending	$ 354,334		$ 1,000,442	

Poinciana

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	$ -	$ 98,932	$ 428,357	$ 35,870	$ 41,968	$ 6,064	$ 18,846	$ 2,118	$ 1,959	$ 2,454	$ 3	$ -	$ 636,570
Assessments - Direct	$ 30,552	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,552	$ -	$ -	$ -	$ 61,103
Interest	$ 9	$ 10	$ 16	$ 14	$ 12	$ 12	$ 11	$ 11	$ 9	$ 5	$ 5	$ -	$ 114
Miscellaneous Revenue	$ -	$ -	$ -	$ 7,250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,250
Total Revenues	**$ 30,561**	**$ 98,942**	**$ 428,373**	**$ 43,133**	**$ 41,981**	**$ 6,076**	**$ 18,857**	**$ 2,128**	**$ 32,520**	**$ 2,459**	**$ 7**	**$ -**	**$ 705,037**
Expenditures:													
General & Administrative:													
Supervisors Fees	$ 800	$ -	$ 2,000	$ 800	$ 800	$ -	$ -	$ 1,000	$ 800	$ 800	$ 1,000	$ -	$ 8,000
FICA Expense	$ 61	$ -	$ 153	$ 61	$ 61	$ -	$ -	$ 77	$ 61	$ 61	$ 77	$ -	$ 612
Engineering	$ 2,130	$ 2,130	$ 856	$ 1,326	$ 1,871	$ 3,795	$ 1,815	$ 2,234	$ 2,198	$ 900	$ 1,313	$ -	$ 20,568
Attorney	$ 5,012	$ 3,305	$ 1,950	$ 4,190	$ 4,182	$ 825	$ 2,069	$ 3,274	$ 2,484	$ 3,111	$ -	$ -	$ 30,402
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450	$ -	$ -	$ -	$ -	$ 450
Dissemination	$ 617	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ 417	$ -	$ 4,783
Annual Audit	$ -	$ -	$ -	$ 2,000	$ 1,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,400
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ 989	$ -	$ -	$ -	$ -	$ -	$ 989
Assessment Administration	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
Management Fees	$ 3,863	$ 3,863	$ 3,863	$ 3,863	$ 3,863	$ 3,863	$ 3,863	$ 3,863	$ 3,863	$ 3,863	$ 3,863	$ -	$ 42,488
Information Technology	$ 94	$ 94	$ 94	$ 94	$ 94	$ 94	$ 94	$ 94	$ 94	$ 94	$ 94	$ -	$ 1,031
Website Maintenance	$ 63	$ 63	$ 63	$ 63	$ 63	$ 63	$ 63	$ 63	$ 63	$ 63	$ 63	$ -	$ 688
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 223	$ 216	$ 270	$ 275	$ 210	$ 22	$ 7	$ 12	$ 28	$ 42	$ 75	$ -	$ 1,380
Printing & Binding	$ 82	$ 69	$ 56	$ 67	$ 168	$ 102	$ -	$ 6	$ 7	$ 5	$ 56	$ -	$ 619
Insurance	$ 6,521	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,521
Legal Advertising	$ 762	$ 604	$ 594	$ -	$ 599	$ 599	$ 479	$ 719	$ 690	$ 719	$ -	$ -	$ 5,762
Other Current Charges	$ 421	$ 265	$ 412	$ 368	$ 332	$ 231	$ 404	$ 455	$ 604	$ 508	$ 221	$ -	$ 4,220
Office Supplies	$ 15	$ 15	$ 15	$ 15	$ 15	$ 1	$ 15	$ 0	$ 0	$ 1	$ -	$ -	$ 94
Property Appraiser	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,987	$ -	$ 6,987
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total General & Administrative:	**$ 25,838**	**$ 11,040**	**$ 10,741**	**$ 13,538**	**$ 14,075**	**$ 10,009**	**$ 10,214**	**$ 12,662**	**$ 11,307**	**$ 10,581**	**$ 14,163**	**$ -**	**$ 144,168**

Poinciana

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operation and Maintenance													
Field Services	$ 858	$ 858	$ 858	$ 858	$ 858	$ 858	$ 858	$ 858	$ 858	$ 858	$ 858	$ -	$ 9,442
Property Insurance	$ 7,948	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,948
Electric	$ 251	$ 215	$ 193	$ 176	$ 200	$ 192	$ -	$ 409	$ 193	$ 223	$ 199	$ -	$ 2,253
Landscape Maintenance	$ 12,330	$ 12,330	$ 12,330	$ 12,330	$ 12,330	$ 12,330	$ 12,330	$ 12,330	$ 12,330	$ 12,330	$ 12,330	$ -	$ 135,625
Aquatic Control Maintenance	$ 8,746	$ 8,746	$ 9,121	$ 9,121	$ 9,121	$ 9,121	$ 9,121	$ 9,121	$ 9,121	$ 9,121	$ 9,121	$ -	$ 99,579
Aquatic Midge Management	$ 12,835	$ 12,835	$ 12,835	$ 12,835	$ 12,835	$ 12,835	$ 12,835	$ 12,835	$ 12,835	$ 12,835	$ 12,835	$ -	$ 141,185
R&M - Mulch	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
R&M - Plant Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
R&M - Aerators	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Structure Repairs	$ 10,931	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,931
Contingency	$ 653	$ 2,463	$ 413	$ 2,396	$ 1,773	$ 1,388	$ 2,653	$ 13,243	$ 675	$ 433	$ -	$ -	$ 26,088
Total Operations & Maintenance:	**$ 54,552**	**$ 37,446**	**$ 35,749**	**$ 37,715**	**$ 37,117**	**$ 36,724**	**$ 37,796**	**$ 48,796**	**$ 36,012**	**$ 35,800**	**$ 35,342**	**$ -**	**$ 433,050**
Total Expenditures	**$ 80,389**	**$ 48,486**	**$ 46,490**	**$ 51,253**	**$ 51,192**	**$ 46,734**	**$ 48,010**	**$ 61,458**	**$ 47,320**	**$ 46,381**	**$ 49,505**	**$ -**	**$ 577,218**
Excess (Deficiency) of Revenues over Expenditures	$ (49,829)	$ 50,456	$ 381,883	$ (8,120)	$ (9,211)	$ (40,658)	$ (29,153)	$ (59,329)	$ (14,799)	$ (43,922)	$ (49,498)	$ -	$ 127,819

Poinciana

Community Development District

Special Assessment Receipts

Fiscal Year 2022

MAINTENANCE ASSESSMENTS

Gross Assessments	$ 674,421.94
Certified Net Assessments	$ 627,212.40
	100.00%

Date	Check Number	Gross Assessments Received	Discounts/Penalties	Commissions Paid	Interest Income	Net Assessments Received	General Fund
11/18/21	ACH	$1,104.24	($44.16)	($21.20)	$0.00	$1,038.88	$1,038.88
11/19/21	ACH	$42,881.32	($1,714.88)	($823.33)	$0.00	$40,343.11	$40,343.11
11/24/21	ACH	$10,690.47	($553.39)	($202.74)	$0.00	$9,934.34	$9,934.34
11/30/21	ACH	$50,611.00	($2,024.00)	($971.74)	$0.00	$47,615.26	$47,615.26
12/14/21	ACH	$140,606.56	($5,623.04)	($2,699.67)	$0.00	$132,283.85	$132,283.85
12/17/21	ACH	$246,245.52	($9,847.68)	($4,727.96)	$0.00	$231,669.88	$231,669.88
12/31/21	ACH	$68,353.31	($2,635.32)	($1,314.36)	$0.00	$64,403.63	$64,403.63
1/18/22	ACH	$37,746.25	($1,144.58)	($732.03)	$0.00	$35,869.64	$35,869.64
2/18/22	ACH	$44,040.56	($1,215.58)	($856.50)	$0.00	$41,968.48	$41,968.48
3/16/22	ACH	$6,448.76	($261.32)	($123.75)	$0.00	$6,063.69	$6,063.69
4/19/22	ACH	$19,239.69	($9.20)	($384.61)	$0.00	$18,845.88	$18,845.88
5/17/22	ACH	$2,308.05	($147.16)	($43.22)	$0.00	$2,117.67	$2,117.67
6/14/22	ACH	$2,079.64	($80.16)	($39.99)	$0.00	$1,959.49	$1,959.49
7/1/22	ACH	$2,455.24	$0.00	($49.10)	$0.00	$2,406.14	$2,406.14
7/18/22	ACH	$48.67	$0.00	($0.97)	$0.00	$47.70	$47.70
08/17/22	ACH	$184.04	($181.26)	($0.06)	$0.00	$2.72	$2.72
Total Collected		**$ 675,043.32**	**$ (25,481.73)**	**$ (12,991.23)**	**$ -**	**$ 636,570.36**	**$ 636,570.36**
Percentage Collected							**101%**

DEBT SERVICE ASSESSMENTS

Gross Assessments	$ 1,554,265.77
Certified Net Assessments	$ 1,445,467.17
	100%

Date	Check Number	Gross Assessments Received	Discounts/Penalties	Commissions Paid	Interest Income	Net Assessments Received	Debt Service Fund
11/18/21	ACH	$2,209.86	($88.39)	($42.43)	$0.00	$2,079.04	$2,079.04
11/19/21	ACH	$97,214.23	($3,888.36)	($1,866.52)	$0.00	$91,459.35	$91,459.35
11/24/21	ACH	$25,274.81	($1,308.20)	($479.33)	$0.00	$23,487.28	$23,487.28
11/30/21	ACH	$118,221.02	($4,728.59)	($2,269.85)	$0.00	$111,222.58	$111,222.58
12/14/21	ACH	$316,997.39	($12,679.21)	($6,086.36)	$0.00	$298,231.82	$298,231.82
12/17/21	ACH	$567,031.96	($22,679.79)	($10,887.04)	$0.00	$533,465.13	$533,465.13
12/31/21	ACH	$157,480.88	($6,068.02)	($3,028.26)	$0.00	$148,384.60	$148,384.60
1/18/22	ACH	$87,260.01	($2,643.10)	($1,692.34)	$0.00	$82,924.57	$82,924.57
2/18/22	ACH	$107,164.80	($2,968.08)	($2,083.93)	$0.00	$102,112.79	$102,112.79
3/16/22	ACH	$14,972.14	($180.33)	($295.84)	$0.00	$14,495.97	$14,495.97
4/19/22	ACH	$45,477.18	($21.89)	($909.11)	$0.00	$44,546.18	$44,546.18
5/17/22	ACH	$5,042.41	($350.25)	($93.84)	$0.00	$4,598.32	$4,598.32
6/14/22	ACH	$4,498.75	($190.80)	($86.16)	$0.00	$4,221.79	$4,221.79
7/1/22	ACH	$5,864.46	$0.00	($117.29)	$0.00	$5,747.17	$5,747.17
7/18/22	ACH	$115.83	$0.00	($2.32)	$0.00	$113.51	$113.51
8/17/22	ACH	$438.06	($431.44)	($0.13)	$0.00	$6.49	$6.49
Total Collected		**$ 1,555,263.79**	**$ (58,226.45)**	**$ (29,940.75)**	**$ -**	**$ 1,467,096.59**	**$ 1,467,096.59**
Percentage Collected							**101%**

DIRECT BILL ASSESSMENTS

Taylor Morrison 2022-01			Net Assessments	$ 213,050.82	$ 61,103.12	$ 151,947.70
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2012 Debt Service Fund
10/22/21	11/1/21	16000-00076272	$106,525.41	$106,525.41	$30,551.56	$75,973.85
6/9/22	2/1/22	16000-00081421	$53,262.71	$53,262.71	$15,275.78	$37,986.93
6/9/22	5/1/22	16000-00081421	$53,262.71	$53,262.71	$15,275.78	$37,986.93
			$ 213,050.83	**$ 213,050.83**	**$ 61,103.12**	**$ 151,947.71**

SECTION D

SECTION 1

Poinciana

Community Development District

September 14, 2022

Clayton Smith - Field Services Manager

GMS

Complete

Stormwater Grate

- Stormwater grate at pond A-12/13 has been cleared.
- Some algae had built up on top and we received some complaints.

Site Items

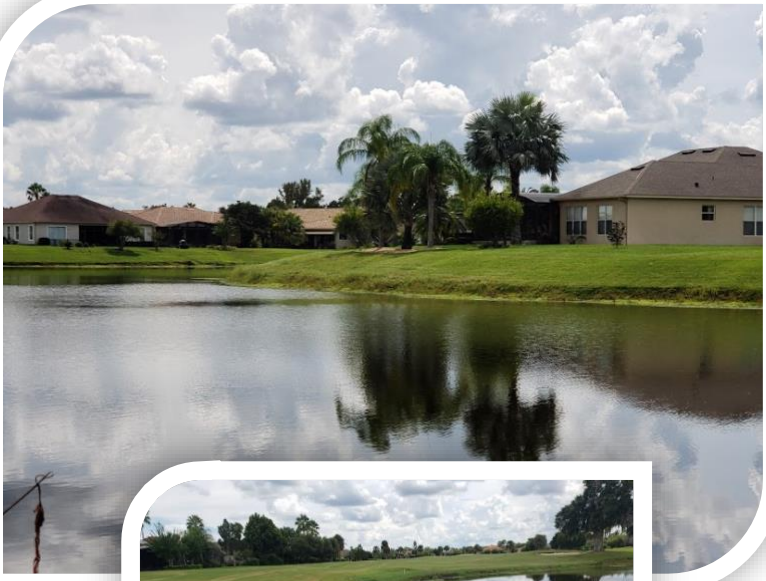
Landscaping and Pond Maintenance

- Reviewed all landscaping of CDD property. Overall quality has been up to standard despite weather conditions.
- Reviewed all ponds and the overall quality meets expectations. Some ponds have seen an increase in algae blooms due to weather and are currently being addressed.

Site Items

Pond E-3 Erosion

- Many areas eroded around the pond bank at E-3.
- Pond is very large and would require significant repairs.
- May be better to consider performing the plantings to prevent further erosion.



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

Run By: cchallacombe

PCDD All Services By Customer Summary

Tuesday, September 6, 2022
3:20:13 PM

Poinciana Community Development Dist (S07800)

Filter Date between 08/01/2022 and 08/31/2022

Customer	Work Type	Service Item	Start Date	End Date	Used Quantity	Unit Of Measure
S07800 - Poinciana Community Development Dist	Comfort Pack	KIS2911 - Talstar BP Barrier	08/04/2022	08/04/2022	0.31	mi
S07800 - Poinciana Community Development Dist	Comfort Pack	KIS2911 - Talstar BP Barrier	08/25/2022	08/25/2022	0.31	mi
					0.62	
S07800 - Poinciana Community Development Dist	Municipal Back Pack	KIS1768 - Nat G30 12 lbs per acre	08/18/2022	08/18/2022	**3.85**	acr
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/04/2022	08/04/2022	9.60	mi
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/08/2022	08/08/2022	10.60	mi
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/11/2022	08/11/2022	9.70	mi
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/15/2022	08/15/2022	11.00	mi
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/18/2022	08/18/2022	9.50	mi
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/22/2022	08/22/2022	10.80	mi
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/25/2022	08/25/2022	9.70	mi
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/29/2022	08/29/2022	10.60	mi
					81.50	

PCDD Monthly Treatment Report

Date between : 8/01/2022 and 8/31/2022

Customer Site ID	Treatment Date	Condition/Weeds Treated
A-1	8/25/22	Shoreline Grasses
A-2	8/30/22	Clean
A-3	8/29/22	Clean
A-4	8/29/22	Clean
A-5	8/1/22	Shoreline Grasses
A-6	8/2/22	Shoreline Grasses
A-7	8/2/22	Shoreline Grasses
A-8	8/29/22	Clean
A-9	8/30/22	Shoreline Grasses
A-10A	8/1/22	Shoreline Grasses
A-10B	8/29/22	Clean
A-11	8/29/22	Clean
A-12	8/29/22	Clean
A-13	8/29/22	Clean
A-20	8/24/22	Shoreline Grasses
A-21	8/24/22	Shoreline Grasses
A-22	8/24/22	Shoreline Grasses
B-1	8/25/22	Pennywort
B-1	8/25/22	Shoreline Grasses
B-5	8/25/22	Shoreline Grasses
B-6	8/30/22	Clean
B-11	8/29/22	Clean
B-15	8/2/22	Shoreline Grasses
B-16	8/2/22	Hydrilla
B-16	8/2/22	Shoreline Grasses
B-16	8/2/22	Spike Rush
C-1	8/30/22	Clean
C-2	8/25/22	Shoreline Grasses
C-3	8/25/22	Shoreline Grasses
C-6A	8/15/22	Shoreline Grasses
C-6B	8/15/22	Shoreline Grasses
C-8	8/29/22	Clean
C-9	8/15/22	Shoreline Grasses
C-10	8/29/22	Clean
C-11	8/15/22	Clean
C-12	8/23/22	Shoreline Grasses
C-13	8/15/22	Shoreline Grasses
C-14	8/15/22	Clean
C-15	8/4/22	Shoreline Grasses
C-16	8/15/22	Clean
C-17	8/15/22	Shoreline Grasses
C-18	8/24/22	Shoreline Grasses
C-19	8/29/22	Clean
C-20	8/23/22	Shoreline Grasses

D-1	8/23/22	Shoreline Grasses
D-2	8/23/22	Shoreline Grasses
D-3	8/23/22	Shoreline Grasses
D-4	8/17/22	Alligator Weed
D-4	8/17/22	Baby Tears
D-4	8/17/22	Filamentous
D-5	8/23/22	Shoreline Grasses
D-6	8/24/22	Shoreline Grasses
D-7	8/24/22	Shoreline Grasses
D-8	8/24/22	Shoreline Grasses
D-9	8/24/22	Shoreline Grasses
D-10	8/23/22	Shoreline Grasses
D-11	8/23/22	Shoreline Grasses
E-1	8/30/22	Clean
E-2	8/29/22	Shoreline Grasses
E-3	8/30/22	Clean
E-5	8/29/22	Clean
E-6	8/29/22	Shoreline Grasses
E-8	8/29/22	Clean
E-11	8/29/22	Shoreline Grasses
E-18	8/29/22	Clean
E-19	8/29/22	Clean
E-21	8/29/22	Clean
E-31	8/29/22	Clean
F-7	8/25/22	Shoreline Grasses

SECTION 2

Customer Complaint Log Poinciana CDD							
Date	Resident	Address	Pond	Complaint	Assigned To	Resolution	Date Resolved
7/18/22	Lori Griffith	740 Shorehaven Dr	D8	Midges	Clayton	Treated/FollowUp W Resident	7/20/22
7/28/22	Ida Treto	141 Grand Canal Dr	P-A 911	Pond weeds	Clayton	Followed up with Resident	7/28/22
8/12/22	Bonnie Lyon	793 Grand Canal Dr	P-A 1213	Sludge from pulling pond weeds	Clayton	Cleared grate	8/17/22
8/12/22	Earl Clark	1208 Glendora Rd	D4	Grass Islands	Clayton	Treated	8/18/22
8/19/22	Maureen Macri	710 Portofino Dr	C-A	Lilly Pads	Rudy Bautista	Sent to HOA	8/19/22
9/2/22	Linda Kane	2417 Palm Tree Dr	P7	Weeds	Clayton	Followed up with Resident	9/2/22
9/6/22	Gary Fluxgold	Baseball Field	A-4	Algae/Odor	Clayton	treated	9/12/22
9/7/22	Charles Schultz	1948 Molise Dr	B-6	Debris	Clayton	Treated	9/12/22