Poinciana Community Development District

Agenda Package

May 15, 2024

Agenda

Poinciana Community Development District

Meeting Agenda

Wednesday May 15, 2024 12:00 PM 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

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Public Comment Period on Agenda Items
- 4. Approval of Minutes of the April 17, 2024 Meeting
- 5. Organizational Matters
 - i. Review of Resumes/Letter(s) of Interest to Fulfill the Board Vacancy in Seat #4
 - ii. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2024
 - iii. Administration of Oath of Office to Newly Appointed Board Member
 - iv. Consideration of Resolution 2024-02 Election of Officers
- 6. Consideration of Resolution 2024-03 Relating to General Election and Notice of Qualifying Period
- 7. Consideration and Review of Improvements on CDD Tracts
- 8. Consideration of Resolution 2024-04 Approving Proposed Fiscal Year 2025 Budget and Setting a Public Hearing
- 9. Consideration of Request for Proposals for Landscape Services
- 10. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Tunnel Inspection Report
 - C. District Manager
 - i. Action Items List
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - iv. Presentation of Registered Voters
 - D. Field Manager's Report
 - i. Consideration of Proposal to Repair Erosion of Pond E3
 - ii. Field Manager's Report
 - iii. Pond Maintenance Report
 - iv. Midge Management Report
 - v. Customer Complaint Log
- 11. Supervisor's Requests
- 12. Other Business
- 13. General Audience Comments
- 14. Next Meeting Date June 19, 2024 12:00 PM; Mosaics, 388 Village Drive
- 15. Adjournment

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, April 17, 2024 at 12:00 p.m. via Zoom Communication Media Technology and in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Tony Reed Robert Zimbardi Jon Cameron

Vice Chair Assistant Secretary Assistant Secretary

Also present were:

Tricia Adams Jan Carpenter Kathy Leo Joel Blanco Stephen Amrhein Lita Epstein Residents

District Manager District Counsel District Engineer Field Services Solitude Lake Management Former CDD Supervisor

The following is a summary of the discussions and actions taken at the April 17, 2024 Poinciana Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Ms. Adams called the meeting to order and called the roll at 12:00 p.m. Three Supervisors were present constituting a quorum.

SECOND ORDER OF BUSNESS

The Pledge of Allegiance was recited.

Pledge of Allegiance

Roll Call

THIRD ORDER OF BUSINESS

Public Comment Period on Agenda Items

Ms. Adams opened the public comment period. There were no comments and Ms. Adams closed the public comment period.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the March 20, 2024 Meeting

Ms. Adams presented the minutes of the March 20, 2024 Board of Supervisors meeting, which were included in the agenda package and reviewed by District Counsel and management staff. Mr. Reed requested the following corrections:

- On the bottom of Page 3, "*Patrons*," should be "*Residents*." Ms. Adams pointed out that she used the word, "*Patrons*" frequently, but would change it to, "*Residents*" if needed. Mr. Reed preferred that it be changed only if it needed to be clarified. Also, on the bottom of Page 3, the last sentence stated, "*A letter was received from the HOA attorney regarding some deeds to the property that were turned over to Taylor Morrison*." It should say, "*From Taylor Morrison*." Ms. Adams would make this correction.
- At the last meeting, Ms. Carpenter stated that there should be a complete list of improvements on CDD property that were owned by the HOA and he was going to personally review the improvements once they were identified and would still like to do so.
- On Page 6, under the Eighth Order of Business, he asked if staff notified Taylor Morrison of the possibility of closing down the tunnels for the road work and if so, whether they would be responsible for paying for the work to be completed at night. This was just an update, as this item was still open. Ms. Adams would provide an update under the Action Items List.
- On Page 12, he was cited as noting an outbreak on Pond D1, but he did not make this statement and believed that this was Mr. Zimbardi. Mr. Zimbardi clarified that it was him and that Pond B1 had the outbreak. Ms. Adams would make this change.
- On Page 13, there was a discussion about communications with the golf course over the fertilization around pond E3, but this and other items were not included

on the Action Items List, since the last meeting and wanted this to be documented and/or complete the item..

• On Page 14, he recalled that there was some equipment in Pond B3 and it was going to be followed up on. Ms. Adams pointed out that the minutes stated that Mr. Blanco would follow up on the location.

On MOTION by Mr. Reed seconded by Mr. Cameron with all in favor the Minutes of the March 20, 2024 Meeting were approved as amended.

FIFTH ORDER OF BUSINESS Organizational Matters

- i. Review of Resumes/Letters(s) of Interest to Fulfill the Board Vacancy in Seat #4
- ii. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2026

Ms. Adams recalled that a Board Member resigned, which created a vacancy on the Board. At the time that the Board recognized the vacancy, there was direction to staff to solicit for Resumes and Letters of Interest, to be considered at today's meeting. Letters and Statements of Interest were received from Ms. Brenda Taylor and Mr. Rick McKelvey, which were included the agenda package. Mr. Reed requested that this item be deferred until the next meeting when Ms. Nelson was available to attend. Mr. Cameron preferred to fill the position as there were only three members of the Board and did not know when Ms. Nelson would return. If someone attended by Zoom, it did not constitute a quorum, which was essential for the upcoming budget meetings. Ms. Adams agreed, as having only three Board Members that were physically able to attend meetings, created a vulnerability and it was critical to have a quorum at the May 15th meeting, as it included a presentation on the Proposed Budget.

Mr. Reed moved to defer appointment of Seat #4 to the next meeting, and there being no second, the motion failed.

Ms. Carpenter stated that the budget must be approved at the next meeting, to submit it to the county, as required by Statute and if for some reason, Ms. Nelson was still sick and another Supervisor could not attend, the District would not be able to comply with the Statute. Therefore, it was important to proceed with the appointment today of a Supervisor to the Board, but it was up to the Board. Mr. Reed preferred to defer this item until the next meeting.

On MOTION by Mr. Reed seconded by Mr. Zimbardi with Mr. Zimbardi and Mr. Reed in favor and Mr. Cameron dissenting, deferring the appointment of Seat #4 to the next meeting was approved. (Motion Passed 2-1)

iii. Administration of Oath of Office to Newly Appointed Board Memberiv. Consideration of Resolution 2024-02 Election of Officers

Items iii and iv were deferred to a future meeting.

SIXTH ORDER OF BUSINESS Staff Reports

A. Attorney

Ms. Carpenter reported that this month, she was working on obtaining the list of items on CDD property that were private improvements and whether the HOA owned them or should own them. At this time, Mr. Clayton Smith and Mr. Joel Blanco were still completing the list, but she had a draft, which she would provide to the Board, along with the maps; however, they were not in the right order. Staff wanted to make sure that they had everything, so nothing was missed and the Board had correct information. In addition, Ms. Carpenter was working with Ms. Leo on the stormwater ponds and conservation areas, but Taylor Morrison was still not ready to turn over Pond P8. However, once it was turned over, Taylor Morrison would transfer all of the permits for all ponds that were transferred to the District. Then Ms. Carpenter and Ms. Leo would review the permit status for all ponds, make a determination on how to transfer the permits to the CDD for operation and maintenance and the Board could then discuss whether to request that they all be turned over for ownership to the CDD, as the maintaining entity. Finally, at the next meeting, there would be the typical reminder on ethics and the Sunshine Law and the Board had six months to complete their ethics training.

B. Engineer

Ms. Leo confirmed that Pond P8 was not ready for turnover, as the developer still had some work to do. Mr. Reed questioned the status of the review for the wetlands, if there were any issues and if Ms. Leo was comfortable with the information that they were able to find thus far. Ms. Leo reported that she had not completed any further review on the wetlands, as they were trying to figure out from an overall standpoint, what they wanted to do. Mr. Reed indicated that was not his understanding, as it was his desire for the CDD to own all of the ponds and wetlands associated with the Stormwater Management System in Solivita. They were trying to work towards that but requested having a thorough review and for staff to inform the Board what the CDD owned, did not own and what to expect in the turnover process from Taylor Morrison for the remainder of the properties. Ms. Leo would work with Ms. Carpenter on the review, but believed that they identified what the CDD owned, according to the pond map update that they did last month and if the Board wanted to proceed with the turnover, she would work with Ms. Carpenter on obtaining the documentation. Ms. Carpenter pointed out that CDDs either own and maintain or have easements and it would be a good idea to put into place, a perpetual easement over that property to maintain, but once they get an idea of what the CDD owns and if the permits have all been turned over, they will have a better guide to be able to help the Board decide how to proceed. Mr. Reed agreed that they could wait, but it was his understanding that the CDD intended to take all of the wetlands, but now they were rethinking that. Ms. Leo recalled that it was discussed, but no decision was made by the Board, as it was typical in many CDDs, but there were alternatives and offered to obtain the information for Board discussion.

Mr. Zimbardi asked if the Poinciana West CDD had the same issue. Ms. Leo confirmed that the Poinciana West CDD had the same issue regarding whether the wetlands would be owned by the CDD or the developer but was unsure whether they shared the same opinion. In the sequence of things, they planned to have the permits turned over for the ponds and then the wetlands would be reviewed. Mr. Reed expected that Taylor Morrison intended to turn over all of the property before they left and it was the Board's intention to evaluate that request and make decisions at a later time. Mr. Cameron understood that the wetlands would be part of the HOA, at this point and at some point, the CDD would be involved. Ms. Leo confirmed that the CDD would be involved. Usually, until the ponds were all completed and ready for acceptance, Taylor Morrison would not be able to transfer the permit for the long-term maintenance obligation. Therefore, the timing was based on Taylor Morrison, as the CDD could not request ownership prior to them completing construction and signing off on it. While she understood that the Board wanted to get this done quickly, the CDD was at their mercy, but she and Ms. Carpenter would

start gathering as much information as they can and provide it to the Board. Mr. Reed appreciated that.

C. District Manager

i. Action Items List

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

- 1. <u>Parcel Conveyance from Taylor Morrison to CDD</u>: In Process. All ponds on the application were conveyed except for Pond P8, which was being monitored by field staff and the District Engineer.
- Monitor Central Florida Expressway Poinciana Parkway Project: Parkway Connector: In Process. The CDD Board previously appointed the former Chair to monitor it.

Ms. Epstein had no update at this time. There was no progress with the Title Six complaint.

- 3. <u>Monitor Polk County Road Construction for Impact to PCDD Tunnels</u>: In Process. The District Engineer met with Polk County on March 19, 2024 regarding the scope and status of the Marigold Avenue improvements. Closer to the project date, which would not be until 2025 or thereafter, an Access Agreement would be considered by the Board. Any consideration about the maintenance of traffic issues such as any closures, was premature to review or notify anyone at this time, because there were no project dates, Maintenance of Traffic Plans or any information to pass along to another organization.
- 4. <u>Review of Wetlands Owned by Developer and HOA</u>: In Process. This was discussed under the District Engineer's Report.
- 5. <u>Review of HOA Improvements Installed on CDD Parcels</u>: In Process. This was discussed under the District Counsel's Report. A partial inventory was being circulated for Board consideration and would be finalized and presented to the Board at a future meeting.

Mr. Reed asked if the Marigold Avenue widening action item would be held until 2025. Ms. Adams preferred to leave it on the Action Items List, in order to continue to monitor the project, which was in eight months out or so. Mr. Reed expected when there was a meeting and action items like the ones he discussed earlier or deliverables, they be included on the Action Items List. Ms. Adams pointed out that the only item that was not included, was the fertilization issue with the golf course but would include it at the pleasure of the Board. Mr. Zimbardi believed that this was the worst pond that the CDD had and wanted to keep track of it and report on the status. Ms. Adams would include it on the Action Items List. Mr. Reed also wanted an action item to remove the solar panels and equipment out of Pond E3 with a deliverable. Ms. Adams pointed out there would be a report on this equipment under the Field Manager's Report.

ii. Approval of Check Register

Ms. Adams presented the Check Register from March 9, 2024 to March 31, 2024 in the amount of \$57,195.97. It included General Fund expenditures and payroll. Mr. Reed pointed out that a pet peeve of his, was a line item for Clarke called, *"Mosquito Maintenance,"* which should be *"Midge Maintenance."* However, mosquitoes were the responsibility of Polk County and requested that the Check Register reflect that it was for midge maintenance, for clarification purposes, since they were not paying for mosquito maintenance. Ms. Adams understood why this would create confusion. The name of the vendor was actually Clark Environmental Mosquito and the register reflects the language from the invoice and the name of the vendor. Mr. Reed was correct that Polk County provided the mosquito control and the Board hired Clarke Environmental Mosquito for midge control. Mr. Reed noted that he did not want there to be any misunderstandings.

On MOTION by Mr. Reed seconded by Mr. Zimbardi with all in favor the March 9, 2024 to March 31, 2024 Check Register in the amount of \$57,195.97 were approved.

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through February 29, 2024. In the General Fund, there was the operating account with Hancock Whitney and Truist Bank. In addition, surplus funds were held in a money market account, for the purpose of earning interest. The Capital Reserve Fund was also in a money market account, for the purpose of earning interest. The unassigned balance was always tracked, as well as the prorated budget compared to the actual spending. By the end of February, the majority of assessments were received and there was interest income, due to the favorable savings rate at this time, as well as some miscellaneous revenue, for the reimbursement of professional fees related to a parcel conveyance. This Board did an excellent job of controlling expenses, as administrative expenses was \$62,000, but the actual spending was \$52,000 and there was nothing to bring to the Board's attention. For field services, the prorated budget was \$283,000 and actual spending at the end of February was \$221,000. In the current budget, the scheduled transfer out to capital reserve, had not occurred by the end of February, but it would be monitored. There were no changes in the debt service from the prior months. These would not be updated until the unaudited financials for May, when the interest and principal payment was due on the bond. The month-to-month revenue and spending was tracked, to ensure that there were no unexpected trends or anomalies. Lastly, there was a schedule of the receipts from the Polk County Tax Collector, showing the portion for maintenance assessment and the portion for bond debt that was transmitted to the Trustee. No action was required, but typically the Board took action to approve the unaudited financials.

Mr. Cameron questioned why the check register was through March 31st, but the financials were through February 29th and asked if they could receive financials closer to the meeting date. Ms. Adams explained that it depends on when the bank statements were received, when the agenda package was going out and the amount of invoices or other items that were still outstanding for that time period. Mr. Cameron asked if bank statements were received by the 7th or 8th day of the month. Ms. Adams confirmed that this was the case and noted the agenda package was distributed a week in advance of the meeting. Oftentimes the financials from the previous month would be the full picture and provide a more accurate financial picture than partial financials for the current month. Mr. Cameron appreciated the clarification.

Mr. Reed questioned whether income from the tax roll was expected to be received this year and if there was any leftover money that they did not receive last year. Ms. Adams stated

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that the District was fully collected last year and were expecting to be fully collected this year. Property owners in Polk County had until March 31st to pay their tax bill and were considered to be on time through the end of March 31st, but if for any reason, there were any unpaid taxes after that time, there was a tax certificate sale, which typically occurred in June. Therefore, if somebody paid their taxes by March 31st, the District would not receive that transmittal until sometime in April. However, if the tax certificates were sold in June, the District may not receive that revenue until July. Ms. Carpenter pointed out that tax collectors were getting slower in providing reimbursements, which was now anticipated to take six to eight weeks and expected Polk County to slow down to keep up with the others. Mr. Reed wanted to ensure that the District received all of their assessments and there were no issues.

On MOTION by Mr. Zimbardi seconded by Mr. Cameron with all in favor the financials through February 29, 2024 were approved.

iv. Zoom Presentation April 29th at 3PM Solivita HOA Wildlife Committee

Ms. Adams reminded the Board of the Zoom presentation from the Solivita HOA Wildlife Committee that was scheduled for April 29, 2024 at 3:00 p.m. Mr. Bob Monica, Wildlife Chair of the Solivita Conservation and Wildlife Committee, confirmed that he was available and updated the presentation, compared to what he presented to the HOA earlier this calendar year and was looking forward to presenting to the Board. A notice would be sent out through the electronic mail messaging system, as well as the neighborhood Captain system; however, there may be some changes in the way that residents within the District received electronic mail and there may be the need to add another entity to the distribution list. Mr. Cameron suggested involving the HOA, as the club recently separated from Evergreen and utilized a system called Town Square, which many residents opted out of. Ms. Adams would ask the HOA Manager to send out CDD meeting announcements. Mr. Reed asked if the CDD would be in charge of the workshop.

Ms. Adams confirmed that the workshop was noticed as a Poinciana CDD workshop and would be facilitated through Zoom and Board Members would receive links as panelists. The audio would be enabled for participants attending by Zoom who had questions. Mr. Zimbardi questioned why the Board Members were identified as panelists. Ms. Adams advised as panelists, the Board Members would be online before the webinar started for audio and video checks. Mr. Zimbardi asked if there would be a physical location instead of Board Members attending via Zoom. Ms. Adams stated the workshop would be exclusively on Zoom.

D. Field Manager's Report

i. Field Manager's Report

Mr. Blanco presented the Field Manager Report, which was included in the agenda package along with the Pond Maintenance and Midge Management Reports and introduced Mr. Stephen Amrhein of Solitude Lake Management, who would discuss Pond P3, as well as other issues surrounding that pond. The Venezia Tunnel repairs were completed. Maintenance staff was onsite between March 18th and March 19th. An Email blast was sent to residents one week prior and flyers were placed strategically around the area. Both marked off areas were sawed off per the engineer's specifications and pictures of the project were included in the agenda package. It was inspected after it was dry and thermoplastic lines were applied along the tunnel. Maintenance cleaned the tunnel after the repairs and an overhanging sign was repaired at the entrance into Bella Viana. They were in contact with the golf course regarding the Bella Viana Tunnel, which was scheduled for thermoplastic lines and pressure washing in May or June. Mr. Blanco was coordinating this work with the golf course, as it was scheduled for some maintenance work, because when the Bella Viana Tunnel was closed, residents reached out to them, wondering if it would be closed off during tee times. The Venezia Tunnel was reopened on the 20th, as scheduled and was in great condition. They performed a landscaping maintenance review and would continue to review all of the landscaping areas, as the HOA transitioned to a new landscaping company. The overall quality of the landscaping continued to remain satisfactory. All of the parcels were maintained and neat, but staff was fielding calls during the transition for the HOA's landscaping, differentiating responsibilities that pertain to the HOA as well as the CDD. The CDD landscaping vendor removed Primrose bushes along some of the pond banks, which grew out of hand, as well as maintaining the length and height of edge grasses, which were discussed at the last meeting.

Staff was performing some aquatic reviews. Pond E3 experienced a significant recession of duckweed. Mr. Blanco met with a vendor last week to walk the pond. Closer to 85% to 90% of the duckweed was reduced, with one or two treatments left, as the aquatic maintenance company increased their rates on the treatment products, providing significant results. Along

with the algae bloom treatments, they were also spraying back some of those edge grasses, as residents were complaining that edge grasses were growing into the ponds. Staff was reviewing those areas when they were brought to their attention and during regular inspections. Edge grasses were being sprayed back by the vendor as needed. During staff's pond reviews, when there was evidence of midge activity, it was reported to Clarke, as well as fielding resident reports of midge activity. If they see an infestation, staff reached out to Clarke. He could not say whether there had been any major outbreaks thus far, but as they transition to the Summer season, there would be an uptick in outbreaks, which they would manage. Mr. Blanco reported that the aerators and all parts on Pond E3, were removed by maintenance staff after the last Board meeting. He had some pictures and would include them in the next report. They were working with Solitude on some proposals for the erosion occurring on Pond E3 and planned on providing several options to treat the eroded areas, at an upcoming meeting. He advised Ms. Nelson provided him with the name of the golf pro to speak to about the type of fertilization that they were using around Pond E3 and Mr. Amrhein would see if anything was compromising the pond and if anything was compromising it from the golf course side, staff would reach out to the golf pro, to coordinate treatment.

Mr. Cameron understood that the spraying was onto the edge grasses that were growing into the pond and they were not cutting back the edges to maintain the stability of the pond banks. Mr. Blanco confirmed that was the purpose of the spraying. Mr. Cameron asked if the Venezia ditch issue was resolved. Mr. Blanco stated that he reached out to Floralawn and they would be treating and mowing that entire parcel for the CDD. Mr. Zimbardi questioned the maximum height of the littoral plantings and if they grew above that height, whether they would be trimmed. Mr. Blanco deferred to Mr. Amrhein, but if they were overgrown, it would be reported to Solitude. Mr. Amrhein explained that it depends on the plant, as Spikerush and Pickerelweed would only grow about 3 feet, but it depends on where it was on the pond bank. If it was shallow, it could grow about 3.5 to 4 feet. Mr. Zimbardi pointed out what Solitude recently planted, was blocking views of the pond. Mr. Blanco suggested that Mr. Zimbardi show Mr. Amrhein the problem area. Mr. Zimbardi recalled that an agreement was made regarding any plants that were planted in the ponds, to not have any plants grow any higher than 3 feet. Mr. Reed recalled the same. Mr. Zimbardi also recalled a requirement that plants not needing maintenance, would be planted on the pond banks, as it was an expense that residents did not

need to incur. Therefore, if any high growth plants were on the pond bank, the Board needed to take some action. Mr. Blanco indicated that in his landscape review, he reported that Primrose bushes were growing too tall along those banks and would be removed by Floralawn and that the littoral plantings did not grow high.

Mr. Zimbardi felt that it was important to have coordination in everything that they do, but there was currently a situation where there was a different vendor for most of the property. However, the CDD still had Floralawn and expected them to perform, but asked if staff monitored their performance. Mr. Blanco confirmed that if he reviewed the ponds and the landscaping and if it was was unsatisfactory, he brought it to Mr. Smith and Floralawn's attention. There was an agreement and if Floralawn was not performing to the agreement, it should be pointed out to them. If there was a pattern, Mr. Blanco would bring it to the Board's attention. Mr. Zimbardi stated that some oversight was reasonable, due to their responsibility to the community. Mr. Cameron recalled on the complaint, there was a request for the removal of shrubs obstructing a view and asked if the shrubs were removed because they were an obstruction, as last year, someone wanted an alligator sign moved because it was blocking someone's view. Mr. Blanco would answer this question when the Customer Complaint Log was presented.

ii Pond Maintenance Report

Mr. Blanco presented the Pond Maintenance, which was included in the agenda package.

iii Midge Management Report

Mr. Blanco presented the Midge Management Report, which was included in the agenda package. At Mr. Reed's request, Mr. Blanco would contact Ms. Cherrief Jackson, of Clarke Midge Control, to see if it was possible to change their invoice to say, *"Midge Maintenance."* Mr. Reed appreciated it, as he wanted it to be clear.

iv. Customer Complaint Log

Mr. Blanco presented the Customer Complaint Log, which was included in the agenda package. Regarding Mr. Cameron's question, Mr. Blanco explained that they did not remove bushes for obstruction of views, but if it pertained to the health of the pond, it was removed. Anytime they received a complaint, they called the resident or sent an email, informing them that their complaint was received and would be reviewed. Mr. Blanco indicated that he was on the property once a week, reviewing issues that were reported and if it was something within their scope of work, they would handle it, but if not, then they would inform the resident that it was not within their scope and it was either the responsibility of the HOA or the resident. This specific issue had to do with the Primrose bush that was removed because those bushes tend to grow big. It was on the pond bank and they did not want it to grow too big, causing a discrepancy with the bank itself. Mr. Reed questioned the complaints received about the feral hogs and what actions were being taken, if any. Mr. Blanco explained if any of the feral hogs created ruts around the pond bank or around the CDD area, they reached out to Floralawn to restore them and would monitor areas. With one complaint, the feral hog ruts were in the conservation area, which they would leave alone. Mr. Reed requested that Mr. Blanco keep track of the number of complaints for the feral hogs and the action being taken, due to the sensitivity of this issue and requested that the information be provided at the workshop held at the end of the month.

SEVENTH ORDER OF BUSINESS Supervisor's Requests

Mr. Reed pointed out a drain line in a ditch on the north side of Cypress Parkway that went underneath the highway, but there was no ditch on the south side of the highway and questioned where it drained to. The significance of this request, was the fact that this was the only location where water from outside of Solivita entered Solivita, passes through Solivita going south and out of the southern boundary and would be a new source of water from a polluted ditch that could be entering CDD property. Ms. Leo would do some research but explained that generally the CDD permits were set with the Water Management District, which dictate how stormwater and ditches were maintained and come through the property. Mr. Reed appreciated that, especially if the CDD was going to modify the ditch system and the drainage around the highways, to ensure that this water did not enter their property. Mr. Zimbardi

questioned the location, as he wanted to take a look at it. Mr. Reed explained that it was where McDonalds was on the north side of Cypress Parkway, in a ditch/culvert that goes under the highway. Mr. Cameron recalled that several months ago, he was named as Board liaison to meet with the new HOA landscaping company to discuss their concerns and report back to the Board. He and Mr. Blanco met with Mr. Larry Anson, of the Solivita HOA, regarding their landscaper and requested that they follow the contract language that required them to blow debris away from the storm drain sewers or storm drain entrances. They did not know whether it was an issue of the prior contractor or lack of emphasis, training or turnover and they said they would handle it. Mr. Cameron was going around the neighborhoods and watching the HOA landscaper and so far, they were doing a good job. However, a resident requested that a notice be sent to homeowners, as some were cleaning out their ditches and putting the debris down the storm drains. Mr. Reed pointed out that resident education was always a process, but it was important.

Mr. Zimbardi questioned when the Floralawn contract expired. Ms. Adams confirmed that the current agreement ended on September 30, 2024 and the Board directed staff to prepare a Request for Proposal (RFP) for landscape services. Because it met the threshold of \$195,000 it required the public bid process. After the contract was bid out and awarded, it could be renewed up to five years; however, this was the fifth year and the Board must select a service provider for the next five years. The RFP included a scope of service, as well as legal documents such as the public notification and form of agreement. It was a voluminous document that would be reviewed by the board before it was released. Mr. Zimbardi wanted to ensure that it was in process. Ms. Adams spoke with field management staff, prior to this meeting, but they were not ready to present it today. Part of the challenge was with the transition and scope, due to recent communication with the HOA regarding private improvements on CDD tracts and the recent transition in landscape vendors. Mr. Zimbardi questioned the timeframe, as they did not want to get into a situation like the HOA did, when they awarded the contract with 30 days' notice. Ms. Adams recommended having an agreement awarded during the summer, as the current contract expired on September 30th. An RFP would be presented to the Board at the May meeting, as there was a lengthy process, including a meeting facilitated by the District's field management team, a question-and-answer timeframe and deadline, with the bids due at a certain time and place, a public bid opening to be handled by the GMS Downtown Orlando office and the proposals being presented to the Board for consideration, with the Board selecting the company

based on a ranking. When the Board approved the RFP, there was criteria that the Board would approve to award the contract. Ms. Carpenter recommended that the Board award the contract at the July meeting prior to the budget being adopted. Mr. Reed asked if Floralawn would see this contract through to the end or if they would provide a 30-day termination notice. Ms. Adams stated that staff had no indication of Floralawn terminating the agreement early and believed that they had an interest in continuing to work for the District and fully anticipated that they would be providing a proposal for consideration for future years. Mr. Cameron requested that the Board allow him to try to negotiate with the HOA on the landscaping issues with the Shorehaven Pond, in order to resolve it in a mutually agreeable matter. Ms. Adams recommended that District Counsel provide a list of improvements to the Board Members for review to get the whole picture and review as a Board for the next step. Mr. Reed agreed, but asked if there was anything to discuss regarding the Shorehaven mowing. Ms. Adams indicated there was no discussion at this time, as Floralawn agreed to service the Shorehaven parcel at no additional expense to the District.

EIGHTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Ms. Adams opened the public comment period. There were four attendees via Zoom, but no comments, so Ms. Adams closed the public comment period.

TENTH ORDER OF BUSINESS

Next Meeting Date – May 15, 2024 12:00 P.M.

General Audience Comments

Ms. Adams reported that the next meeting was scheduled for May 15, 2024 at 12:00 p.m.

ELEVENTH ORDER OF BUSINESS Adjournment

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

Secretary / Assistant Secretary

Chair/Vice Chairman

${\sf S}{\sf E}{\sf C}{\sf T}{\sf I}{\sf O}{\sf N}\;{\sf V}$

SECTION 1

213 Davinci Pass Kissimmee, FL 34759

February 27, 2024

Board of Supervisors Poinciana Community Development District c/o Trisha Adams, District Manager Governmental Management Services Central Florida, LLC 219 E. Livingston Street Orlando, Florida 32801

RE: Letter of Interest - Poinciana CDD Board Vacancy Seat 4

Dear Ms. Adams:

Please accept this letter as my application for the vacant Supervisor position created by the February 21, 2024 resignation of Lita Epstein, PCDD Chair. An overview of my qualifications for the Supervisor position are summarized below. I have also attached my resume for your consideration.

As required by Florida Statute, Chapter 190.003(17), I am a qualified elector: I am at least 18 years of age; a citizen of the United States; a legal resident of Florida and of the district; and I am registered to vote with the Polk County Supervisor of Elections, the county where the Poinciana Community Development District is located.

As former President of the Solivita HOA, I became aware of the April 18, 2012 Reclaimed Infrastructure Agreement between the PCDD and the HOA. Per that Agreement, the PCDD owns the reclaimed water pipes ("Reclaimed Infrastructure"). To my understanding, that agreement for the HOA to manage and maintain the Reclaimed Infrastructure renewed automatically for another five (5) years on September 30, 2022. I am also aware that the Amended and Master Declaration 13.1 provides that portions of Solivita may be owned by the PCDD and maintained by the HOA.

I also became familiar with the July 20, 2016 Memorandum of Understanding ("MOU") regarding stormwater management for Solivita in which the PCDD and HOA are parties. That Agreement acknowledges that the December 27, 2013 Amended and Restated Master Declaration for Solivita provides that the HOA has the ability to operate and maintain components of the Stormwater Management System. Section 21.46 of the Master Declaration states that Surface Water Management System components located in common areas are owned by the HOA and the HOA has a duty to operate, maintain and repair those components. Section 11.3.1 of the Master Declaration provides that the HOA's duty to maintain common areas *expressly* includes the duty to operate, maintain, and repair any portion of the Surface Water Management System owned by the HOA's Articles of Incorporation expressly provide that powers of

the HOA include operating and maintaining the portion of the Surface Water Management System contained within or affecting common areas *as required by the Master Declaration*. According to the MOU and as supported by the HOA Master Declaration and Articles of Incorporation, the HOA accepted responsibility to maintain, repair and replace the following stormwater management facilities: roadway curbs and gutters; manhole covers for sanitary sewer purposes, along with TOHO; roadway inlets, grates and covers; and swales and berms on HOA common areas. Also noted is that the HOA will repair any damage to stormwater management manholes and manhole covers caused by vehicles/use/repair of roadway.

My experience as a retired attorney includes research and writing; contract drafting, negotiation, and enforcement; and settlement negotiation and mediation. My legal skills also include drafting and interpreting by-laws and rules and regulations and researching and interpreting local, state, and federal ordinances and statutes. These skills were most recently used in my position as President of the Solivita HOA from February 1 to December 8, 2022. In that position I revised and updated developer policies for assessments and governing document violations by working with applicable committees prior to asking the HOA attorney for final review. Most importantly, as a former attorney I am familiar with complying with a code of ethics and understand the need to comply with Florida's Sunshine Law should I be chosen to fill this vacancy.

As you will note from my resume, in addition to my Juris Doctorate degree, I also have a B.S. degree in Business Administration. Prior to retirement, I owned several small businesses for which I managed not only legal matters, but also finances.

I believe my experience as discussed above and in the attached resume will significantly contribute to the Poinciana CDD. Thank you for considering my application. I look forward to an opportunity to discuss my qualifications for the CDD Supervisor position with you.

Very truly yours, Brende M. Jayle Brenda N. Taylor

Enclosure: resume

BRENDA N. TAYLOR 213 DAVINCI PASS KISSIMMEE, FLORIDA 34759

443-244-1193 BrendaTSolivita@gmail.com

<u>EDUCATION</u>: 1991 BS Business Administration, *Cum Laude*, GPA 3.625 University of Baltimore Merrick School of Business

2004 JD, *Magna Cum Laude*, University of Baltimore School of Law 3.542 GPA Graduated 28 out of 265

EXPERIENCE:

Admitted to Maryland Bar December 2004

August 2005 – May 2015 – solo attorney practitioner, Taylor Law, LLC

- August 2004 August 2005 Law Clerk to the Honorable J. Barry Hughes, Circuit Court for Carroll County, Maryland
- 2007-2015 Court-appointed Mediator and Settlement Officer, Circuit Court for Carroll County

January 2007 - May 2015 Chairperson, Property Review Board Carroll County

January 2007 - December 2009 - Guardianship Review Board for Carroll County

January 2008 - 2016 - Owner, JMGM Ventures, LLC DBA Cartridge World

August 1991 - October 2014 - Owner, Undercar Specialists, DBA Meineke Car Care

March 1988 - June 1992 CSX Technology - Telecommunications Department

January 1984 – March 1988 AT&T Telecommunications design technical support

June 1979 - January 1984 - Chesapeake & Potomac Telephone Company - Marketing/Sales

RICK MCKELVEY

RBMCKELVEY@GMAIL.COM

EMAIL

(269)924-7458 TELEPHONE

747 PORTOFINO DR. KISSIMMEE, FL 34759

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

Dear Board Members,

I am writing this letter to express my interest in being considered to fill the open position of Seat#4 on the board.

I have been interested in the work of the board since moving to Solivita almost 9 years ago. I frequently attend meetings to follow the work the board does to benefit the community as well as addressing the challenges we face, You may remember me from a presentation to the board on the wildlife camera program I head up here in Solivita.

I think my work in the community and my prior experience as a science educator give some skills and connections that would be helpful to the work of the board. I have been encouraged by the increased cooperation between the PCDD board and our HOA. I would like to see this cooperative attitude continue to grow to effectively deal with issues facing the community. As Taylor Morrison leaves the community, the PCDD has an important role in helping the community to move forward.

Unfortunately, I will be travelling on April 17th and be unable to attend the meeting. This is a trip that has been several years in the planning and can't be changed. We will be leaving April 1st and should return by Aprill 21st. I am hoping that if the board is willing to further consider my application that an alternative plan can be initiated.

Sincerely,

Rick McKelvey

RICK MCKELVEY

747 Portofinoi Dr. <u>rbmckelvey@gmail.com</u> (269-924-7458

Related Solivita Activities

- Vice Chair of the HOA Conservation and Wildlife Committee
- I created and run the Share the Landscape program in conjunction with the fStop Foundation
- Active in the Solivita Wildlife Advocates
- Currently serve on the Club committee

Education

- B.S. Western Michigan University Major: Earth Science Minor: Environmental Science
- M.S. Northern Illinois University Outdoor education with focus on Environmental Education

Work Background

High School Science Teacher Science Department Chair Dean of Students

Upon retirement I worked in the teacher education program at the University of Michigan, Western Michigan University, and Spring Arbor University

SKIP STELLFOX

253 Sand Piper Drive, Kissimmee, FL 34759 Phone: (863) 557-5329 Email: ims@stellfox.com

Skills Summary

Team Building, Negotiation, and a Commitment to Excellence in Public Service

Education

B.S. Science Education, Pennsylvania State University, 1958

Varsity Athlete – Football 1952-53, 1955-57 (Interrupted by Military Service)

M. Ed. Education Administration, Pennsylvania State University, 1963

Experience

New Jersey Public School Systems

Biology and Physical Science Teacher Vice Principal Contract Negotiator, New Jersey Education Association

Management Consultant

Supervised outplacement programs throughout the United States. Two of the largest were Allied Chemical and Roche Organized, staffed, and opened two branch offices.

Public Service

President, Essex County Teacher's Association – 2 years New Jersey Town Councilman – 4 years Polk County "Habitat for Humanity" "Save our Solivita" Committee to resist efforts to make Poinciana a city. Board member Poinciana CDD – 6 years. Board member Toho Water Authority – 6 years.

SECTION 4

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POINCIANA COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Poinciana Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District ("Board") desires to elect the Officers of the District.

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

Section 1. ______ is elected Chairperson.

Section 2. ______ is elected Vice-Chairperson.

Section 3. <u>George Flint</u> is elected Secretary.

Section 4. _______ is elected Assistant Secretary. ________ is elected Assistant Secretary. _________ is elected Assistant Secretary. _________ is elected Assistant Secretary.

Tricia Adams is elected Assistant Secretary.

- Section 5. Jill Burns is elected Treasurer.
- Section 6. Katie Costa is elected Assistant Treasurer.
- Section 7. Darrin Mossing, Sr. is elected Assistant Treasurer.

Section 8. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of May 2024.

ATTEST:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

SECTION VI

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POINCIANA COMMUNITY DEVELOPMENT IMPLEMENTING SECTION DISTRICT 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE POLK COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION: SETTING FORTH THE TERMS OF **OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING** PERIOD; AND PROVIDING FOR SEVERABILITY AND AN **EFFECTIVE DATE.**

WHEREAS, the Poinciana Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District (**"Board"**) seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Polk County Supervisor of Elections (**"Supervisor"**) to conduct the District's elections by the qualified electors of the District at the general election (**"General Election"**).

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

1. **GENERAL ELECTION SEATS.** Seat 4, currently vacant and Seat 5, currently held by Robert Zimbardi are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 15th day of May 2024.

ATTEST:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

Secretary/ Assistant Secretary

Chair/ Vice Chair, Board of Supervisors

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE POINCIANA COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Poinciana Community Development District ("District") will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Polk Supervisor of Elections located at 250 South Broadway Avenue, Bartow, Florida 33830, Phone: (863) 534-5888. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Poinciana Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Polk County Supervisor of Elections.

SECTION VII

POINCIANA CDD INVENTORY OF IMPROVEMENTS, LOCATION OF IMPROVEMENTS, AND RESPONSIBLE ENTITY FOR IMPROVEMENTS

- Subdivision monument at the corner of Village Center Rd. and Via Como St., Utilities, Landscaping beds with trees and Retaining Wall within Tract P-6 (Phase 5C) (ID: 28-27-14-933556-001230).
- 2. Decorative fence on north side of pond within Tract P-13/P-15 (Phase 5-B) (ID: 28-27-15-933581-002520).
- 3. Decorative fence connecting to entrance gate within Tract P-11 (Phase 5A) (ID: 28-27-15-933579-001300).
- 4. Sidewalks, Cart Paths, Irrigation, and Landscaping within Tract C-3 (Phase 5E-W) (ID: 28-27-14-933553-000390).
- 5. Perimeter Walls, Gates, Frontage, Sidewalks and Bollard Lights within Tract C-2 (Phase III-A) (ID: 28-27-24-934011-005150).*
- Walkway/Sidewalks surrounding entire pond and additional sidewalk entrance into Glendora, Irrigation, Bed Spaces, Benches and Pet Waste Stations within Tract P-D9 (Phase II-C) (ID: 28-27-23-933962-006650) (a/k/a Glendora Park).*
- 7. Retaining walls within Tract P-8 (Phase 5-C) (ID: 28-27-14-933556-001210).**
- 8. Landscaping beds along Solivita Blvd. and east of pond within Tract P-1/A-1 (Phase 1D)(ID: 28-27-13-933512-000710).
- Landscaping beds with trees along Solivita Blvd towards entrance going south within Tract B-1 (Phase 1E) (ID: 28-27-14-933542-000920).*
- 10. Five portions of golf course green within Tract E-1 (Phase VIA) (ID: 28-27-13-933513-001340).*
- 11. Bridge crossing pond and walkway leading to bridge within Tract E-18 (Phase VIA) (ID: 28-27-13-933513-001410).*
- 12. Bridge crossing pond within Tract A-21 (Phase 1D) (ID: 28-27-13-933512-000740).*
- 13. Two portions of walkway from amenity center to sidewalk on Solivita Blvd. within Tract A-3/A-4 (Phase 1) (ID: 28-27-14-933541-004300).*

- 14. Portion of sidewalk on the west of pond next to Solivita Blvd. within Tract A-5 (Phase 1) (ID: 28-27-14-933541-004310).*
- 15. Portion of golf walkway east of pond within Tract A-6 (Phase 1) (ID: 28-27-14-933541-004320).*
- 16. Three landscaping beds with trees within Tract B-15 (Phase 1) (ID: 28-27-14-933541-004340).*
- 17. Portion of sidewalk on south of pond and Landscaping beds at southwest corner of pond within Tract B-11 (Phase 1) (ID: 28-27-14-933541-004330).*
- 18. Portion of sidewalk leading to amenity pool within Tract B-16 (Phase 1) (ID: 28-27-14-933541-004420).*
- 19. Golf gazebo and portion of golf walkway within Tract C-18 (Phase 1) (ID: 28-27-14-933541-004410).*
- 20. Portion of walkway within Tract C-14 (Phase 1) (ID: 28-27-14-933541-004390).*
- 21. Portion of walkway and Bench within Tract C-13 (Phase IIA) (ID: 28-27-23-933960-000830).*
- 22. Two landscaping beds by Glendora Rd. North within Tract D-10 (Phase IVB) (ID: 28-27-22-933910-001830).*
- * Tract was not part of the Taylor Morrison conveyance.

** Tract has not yet been accepted by the District.

Items 1-22 above are considered private improvements, which benefit private lots within the District, and as such, may not be owned or maintained by the District. A private entity must be responsible for these excluded improvements.

SECTION VIII

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POINCIANA COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Poinciana Community Development District ("**District**") prior to June 15, 2024, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	July 17, 2024
HOUR:	12:00 p.m.
LOCATION:	Starlite Ballroom 384 Village Drive Poinciana, Florida 34759

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Polk County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15th DAY OF MAY, 2023.

ATTEST:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

Secretary

By:_____ Its:_____

Poinciana Community Development District

Proposed Budget FY2025



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1-2	General Fund
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7	Debt Service Fund
8	Amortization Schedule Series 2022
9	Capital Reserve Fund

Poinciana

Community Development District

Proposed Budget General Fund

	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Total Projected 9/30/24	Proposed Budget FY2025
Revenues					
Special Assessments	\$ 667,127	\$ 648,802	\$ 18,325	\$ 667,127	\$ 886,924.99
Interest	\$ 500	\$ 3,164	\$ 1,582	\$ 4,746	\$ 2,373
Miscellaneous Revenue	\$ -	\$ 26,243	\$ -	\$ 26,243	\$ -
Carry Forward Surplus	\$ 192,797	\$ 42,112	\$ -	\$ 42,112	\$
Total Revenues	\$ 860,424	\$ 720,321	\$ 19,907	\$ 740,228	\$ 889,298
Expenditures					
Administrative					
Supervisors Fees	\$ 12,000	\$ 3,800	\$ 4,800	\$ 8,600	\$ 12,000
FICA Expense	\$ 918	\$ 291	\$ 367	\$ 658	\$ 918
Engineering	\$ 20,000	\$ 7,545	\$ 12,455	\$ 20,000	\$ 20,000
Attorney	\$ 30,000	\$ 16,835	\$ 12,000	\$ 28,835	\$ 30,000
Arbitrage	\$ 450	\$ -	\$ 450	\$ 450	\$ 450
Annual Audit	\$ 3,600	\$ 3,600	\$ -	\$ 3,600	\$ 3,700
Trustee Fees	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	\$ 4,000
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,250
Management Fees	\$ 43,260	\$ 21,630	\$ 21,630	\$ 43,260	\$ 45,423
Information Technology	\$ 1,238	\$ 619	\$ 619	\$ 1,238	\$ 1,300
Website Maintenance	\$ 825	\$ 413	\$ 413	\$ 825	\$ 867
Telephone	\$ 100	\$ -	\$ 50	\$ 50	\$ 100
Postage	\$ 2,600	\$ 511	\$ 511	\$ 1,022	\$ 2,600
Printing & Binding	\$ 1,000	\$ 75	\$ 75	\$ 149	\$ 500
Insurance	\$ 7,711	\$ 7,255	\$ -	\$ 7,255	\$ 7,981
Legal Advertising	\$ 5,500	\$ 302	\$ 2,698	\$ 3,000	\$ 5,500
Other Current Charges	\$ 2,400	\$ 383	\$ 2,017	\$ 2,400	\$ 2,400
Office Supplies	\$ 400	\$ 1	\$ 29	\$ 30	\$ 400
Property Appraiser	\$ 7,000	\$ -	\$ 7,000	\$ 7,000	\$ 7,000
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<u>Total Administrative</u>	\$ 148,177	\$ 68,434	\$ 69,113	\$ 137,547	\$ 150,564

Poinciana

Community Development District

Proposed Budget General Fund

	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Total Projected 9/30/24	Proposed Budget FY2025
Operations & Maintenance					
Field Services	\$ 10,609	\$ 5,304	\$ 5,304	\$ 10,609	\$ 11,140
Property Insurance	\$ 13,116	\$ 12,504	\$ -	\$ 12,504	\$ 13,116
Electric	\$ 2,544	\$ 571	\$ 929	\$ 1,500	\$ 2,544
Landscape Maintenance	\$ 203,955	\$ 89,354	\$ 96,487	\$ 185,841	\$ 220,544
Landscape Improvement Areas Contingency	\$ -	\$ -	\$ -	\$ -	\$ 18,500
Aquatic Control Maintenance	\$ 147,569	\$ 72,795	\$ 76,488	\$ 149,283	\$ 159,828
Aquatic Midge Management	\$ 215,454	\$ 84,587	\$ 85,641	\$ 170,228	\$ 194,062
R&M - Mulch	\$ 3,500	\$ -	\$ -	\$ -	\$ -
R&M - Plant Replacement	\$ 3,500	\$ -	\$ -	\$ -	\$ 7,000
Storm Structure Repairs	\$ 50,000	\$ 606	\$ 6,500	\$ 7,106	\$ 50,000
Contingency	\$ 12,000	\$ 6,655	\$ 8,955	\$ 15,610	\$ 12,000
Total Operations & Maintenance	\$ 662,247	\$ 272,376	\$ 280,305	\$ 552,681	\$ 688,734
Other Expenditures					
Transfer Out - Capital Reserve	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	\$ 50,000
Total Other Expenditures	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	\$ 50,000
Total Other Expenditures	\$ 860,424	\$ 390,810	\$ 349,418	\$ 740,228	\$ 889,298
Excess Revenues/(Expenditures)	\$ -	\$ 329,510	\$ (329,510)	\$ -	\$ -

Net Assessments \$ 886,925

 Collection Cost (7%)
 \$ 66,758

 Gross Assessments
 \$ 953,683

Property Type	Platted Units	Per Unit Net	Per Unit Gross	Net Total
Platted Residential	3820	\$227.61	\$244.74	\$869,470
Town Center Commercial	72.15	\$227.61	\$244.74	\$16,422
Golf Course	4.54	\$227.61	\$244.74	\$1,033
	3896.69			\$886,925

FY2025	FY2024	Increase/				
Gross	Gross		(Decrease)			
\$244.74	\$ 184.04	\$	60.70			
\$244.74	\$ 184.04	\$	60.70			
\$244.74	\$ 184.04	\$	60.70			

Revenues:

<u>Special Assessments</u>

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

<u>Interest</u>

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

Expenditures:

Administrative:

Supervisors Fees

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

FICA Expense

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

<u>Engineering</u>

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

<u>Attorney</u>

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

<u>Arbitrage</u>

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2022 Special Assessment Refunding Bonds. The District has contracted with AMTEC for this service.

<u>Annual Audit</u>

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Trustee Fees

The District will pay annual trustee fees for the Series 2022 Special Assessment Refunding Bonds that are deposited with a Trustee at Hancock Whitney.

Assessment Administration

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

<u>Management Fees</u>

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

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

<u>Website Maintenance</u>

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

<u>Telephone</u>

Telephone and fax machine.

<u>Postage</u>

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

Printing & Binding

Printing board materials, printing of computerized checks, stationary, envelopes etc.

<u>Insurance</u>

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

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

<u>Property Appraiser</u>

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

Dues, Licenses & Subscriptions

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

Operations & Maintenance:

<u>Field Services</u>

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

Property Insurance

The District's Property insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

<u>Electric</u>

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

Account #	Service Address	Monthly	Annual
48750 39182	1051 Cypress Pky, 9 Tunnel Lights	\$32	\$384
87555 08008	1051 Cypress Pky, Lites/Golf Tunnel 33	\$120	\$1,440
	Contingency	_	\$720
	Total		\$2,544

Landscape Maintenance

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

Description	Monthly	Annual
Landscape Maintenance	\$16,221	\$194,654
3% Increase		\$5,789
10% Buffer		\$20,101
Total		\$220,544

Landscape Improvement Areas Contingency

Represents the cost for mulch, seasonal flowers, waste service, or any additional expense to maintain improvements on CDD tracts.

Aquatic Control Maintenance

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

Description	Monthly	Annual
Aquatic Maintenance	\$12,931	\$155,172
3% Increase		\$4,655
Total	_	\$159,828

<u> Aquatic Midge Management</u>

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

Description	Monthly	Annual
Aquatic Midge Control	\$14,273	\$171,281
3% Increase		\$5,138
10% Buffer		\$17,642
Total		\$194,062

Storm Structure Repairs

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

<u> R&M – Plant Replacement</u>

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

<u>Contingency</u>

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

Poinciana Community Development District Proposed Budget Debt Service Fund

	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Total Projected 9/30/24	Proposed Budget FY2025
Revenues		, ,		, ,	
Assessments	\$ 1,280,936	\$ 1,234,503	\$ 46,433	\$ 1,280,936	\$ 1,279,197
Assessments - Prepayments	\$ -	\$ 5,050	\$ -	\$ 5,050	\$ -
Interest	\$ -	\$ 20,449	\$ 10,225	\$ 30,674	\$ 15,337
Carry Forward Surplus	\$ 423,822	\$ 449,878	\$ -	\$ 449,878	\$ 455,562
Total Revenues	\$ 1,704,758	\$ 1,709,881	\$ 56,658	\$ 1,766,539	\$ 1,750,097
Expenditures					
Administrative					
Property Appraiser	\$ 13,774	\$ -	\$ 13,755	\$ 13,755	\$ 13,755
Series 2022					
Interest - 11/1	\$ 107,641	\$ 107,581	\$ -	\$ 107,581	\$ 97,211
Special Call - 11/1	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -
Principal - 5/1	\$ 1,077,000	\$ -	\$ 1,077,000	\$ 1,077,000	\$ 1,101,000
Interest - 5/1	\$ 107,641	\$ -	\$ 107,641	\$ 107,641	\$ 97,211
Total Expenditures	\$ 1,306,056	\$ 112,581	\$ 1,198,396	\$ 1,310,977	\$ 1,309,176
Excess Revenues/(Expenditures)	\$ 398,702	\$ 1,597,300	\$ (1,141,738)	\$ 455,562	\$ 440,920

Series	2022	
Interest - 11/1/25	\$	85,738.28
Net Assessments	\$	1,279,197
Collection Cost (7%)	\$	96,284
Gross Assessments	\$	1,375,481

Property Type	Platted Units	Net Per Unit	Gross Per Unit	Gross Total
Commercial	72.15	\$347.78	\$373.96	\$26,981
Residential	3606	\$347.78	\$373.96	\$1,348,500
Platted Residential - Prepaid	213	\$0.00	\$0.00	\$0
	3891.15			\$1,375,481

Poinciana

Community Development District Series 2022 Special Assessment Refunding Bonds

Amortization Schedule

Date	Balance		Principal	Interest	Total		
11/01/24	\$ 8,240,000.00	\$		\$ 97,210.70	\$	1,281,852.1	
05/01/25	\$ 8,240,000.00	\$	1,101,000.00	\$ 97,210.70	Ψ	1,201,052.11	
11/01/25	\$ 7,139,000.00	\$	-	\$ 85,738.28	\$	1,283,948.9	
05/01/26	\$ 7,139,000.00	\$	1,124,000.00	\$ 85,738.28			
11/01/26	\$ 6,015,000.00	\$	-	\$ 73,441.72	\$	1,283,180.0	
05/01/27	\$ 6,015,000.00	\$	1,147,000.00	\$ 73,441.72			
11/01/27	\$ 4,868,000.00	\$	-	\$ 60,347.57	\$	1,280,789.2	
05/01/28	\$ 4,868,000.00	\$	1,171,000.00	\$ 60,347.57			
11/01/28	\$ 3,697,000.00	\$	-	\$ 46,455.41	\$	1,277,802.9	
05/01/29	\$ 3,697,000.00	\$	1,200,000.00	\$ 46,455.41			
11/01/29	\$ 2,497,000.00	\$	-	\$ 31,764.41	\$	1,278,219.83	
05/01/30	\$ 2,497,000.00	\$	1,234,000.00	\$ 31,764.41			
11/01/30	\$ 1,263,000.00	\$	-	\$ 16,257.97	\$	1,282,022.3	
05/01/31	\$ 1,263,000.00	\$	1,263,000.00	\$ 16,257.97	\$	1,279,257.9	
		\$	9,317,000.00	\$ 1,154,264.87	\$	11,528,264.8	

Poinciana Community Development District Proposed Budget Capital Reserve Fund

	Adopted Budget FY2024		Actuals Thru 3/31/24		Projected Next 6 Months		Total Projected 9/30/24		Proposed Budget FY2025	
Revenues										
Interest	\$ -	\$	2,736	\$	1,368	\$	4,104		\$2,052	
Carry Forward Surplus	\$ 100,000	\$	100,440	\$	-	\$	100,440	\$	150,440	
Total Revenues	\$ 100,000	\$	100,440	\$	-	\$	100,440	\$	150,440	
<u>Expenditures</u>										
Capital Outlay	\$ -	\$	-	\$	-	\$	-	\$	-	
Total Expenditures	\$ -	\$	-	\$	-	\$	-	\$	-	
Other Financing Sources/(Uses)										
Transfer In	\$ 50,000	\$	50,000	\$	-	\$	50,000	\$	50,000	
Total Other Financing Sources/(Uses)	\$ 50,000	\$	50,000	\$	-	\$	50,000	\$	50,000	
Excess Revenues/(Expenditures)	\$ 150,000	\$	150,440	\$	-	\$	150,440	\$	200,440	

SECTION IX

Project Manual for Request for Proposals for Landscape Maintenance Services

Poinciana Community Development District

Issue Date: June 7, 2024 Due Date: July 9, 2024 at 10:00 a.m. Project Manual Table of Contents

- 1. Copy of Notice
- 2. Instructions to Proposers
- 3. Evaluation Criteria
- 4. Scope of Services
- 5. Landscape Ownership and Maintenance Map
- 6. Proposal Forms
 - General Information
 - Personnel and Equipment
 - Experience
- 7. Pricing Bid Forms (Excel Format)
- 8. Combined Affidavit for Scrutinized Companies, Public Entity Crimes, E-Verify, and Non-Collusion
- 9. Proposed Form of Agreement

NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS Landscape Maintenance Services Poinciana Community Development District Polk County, Florida

Notice is hereby given that the Poinciana Community Development District requests proposals from qualified firms to provide landscape maintenance services including but not limited to, maintenance of turf, trees, shrubs, and ground cover as more specifically set forth in the project manual.

The project manual comprised of proposal and contract documents will be available for public inspection and may be obtained beginning June 7, 2024 at 10:00 a.m., from the District Manager's Office, 219 E. Livingston Street, Orlando, Florida 32801, or by contacting Iman Sakalla at 407-841-5524, ext. 147.

An optional pre-bid conference will be held on June 13, 2024 at 10:00 a.m. at (Location: TBD). In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a commercial landscape and irrigation maintenance contractor. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have registered to receive a Project Manual.

Firms desiring to provide services for this project must submit five (5) original hard copies and one electronic copy (PDF format) of the required proposal no later than Tuesday, July 9 at 10:00 a.m. at the office of the District Manager, 219 East Livingston Street, Orlando, Florida 32801, ATTN: Tricia L. Adams, at which time the proposals will be publicly opened. Proposals must be submitted in a sealed envelope pursuant to the Instructions to Proposers. Proposals received after the time and date stipulated above will be returned unopened to the Proposer.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays and holidays) after the after the first advertisement of the Request for Proposal. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

Ranking of Proposers will be made in accordance with the Evaluation Criteria set forth within the project manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District reserve the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal that, in its judgment, is in the best interest of the District.

Any and all questions relative to this project shall be directed in writing by e-mail only to Tricia L. Adams at <u>tadams@gmscfl.com</u> Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

Instructions to Proposers

- 1. <u>General Information.</u> The Board of Supervisors ("Board") of the Poinciana Community Development District ("District") is soliciting proposals for the provision of Landscape Services on a continuing basis ("Proposals"). The District is located in Polk County, Florida. All proposers should be experienced in providing landscaping and irrigation services in the State of Florida and hold any applicable licenses or certifications. Any proposer that is a corporation or other business entity must be registered with the Florida Department of State, Division of Corporations, authorized to do business in the State of Florida, and currently in good standing.
- 2. <u>Project Manual</u>. This Project Manual will be available on June 7, 2024 in electronic format by contacting Iman Sakalla at <u>isakalla@gmscfl.com</u> or via telephone at 407-841-5524, ext. 147. There is no charge for electronic Project Manuals.
- **3.** <u>**Review of Project Manual:**</u> It is the responsibility of prospective proposers to review the Project Manual and any addenda, made available in connection with the work and to prepare a proposal based solely on the Project Manual.
- 4. <u>Scope of Services.</u> The Landscape and Irrigation Maintenance Services are generally described in the "Scope of Services" attached hereto with maintenance locations in the Maintenance Map attached hereto as well as any addenda issued to proposers prior to the submission of Proposals.
- 5. <u>Site Inspections.</u> Site inspections must be scheduled in advance by contacting GMS Field Services staff Joel Blanco at jblanco@gmscfl.com.
- 6. <u>Optional Pre-Bid Meeting.</u> There is an optional pre-bid meeting on June 13, 2024 at 10:00 A.M. LOCATION TBD
 - **a.** Proposers must thoroughly familiarize themselves with the property and all conditions pertinent to performing the work.
 - **b.** No additional compensation nor relief from any obligation of the proposed agreement will be granted because of lack of knowledge of the site or conditions under which the work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, condition of the irrigation system, any obstructions, drainage conditions and the actual grades.
- 7. <u>Interpretation and Addenda of Scope of Services</u>. No verbal interpretations will be made to any proposer as to the meaning of the Scope of Services. Interpretations, if made, will be written in the form of an addendum and sent by District Manager to all invited proposers. The deadline for submitting questions relative to this project is 12:00 PM on Tuesday, July 2, 2024. Answers will be sent back to all proposers by 12:00 PM on July 3, 2024.
- 8. <u>Questions should be Directed to District Manager.</u> Any questions relating to this solicitation should be directed to the District Manager Tricia Adams at tadams@gmscfl.com. The deadline for submitting questions relative to this project is 12:00 PM on Tuesday, July 2, 2024. Questions will not be answered on an individual basis but rather will be aggregated into an addendum to be sent back to all of those who have requested a Project Manual by 12:00 PM on July 3, 2024.

9. <u>Black Out Period/Cone of Silence.</u> The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

10. <u>Submittal Requirements.</u> Each Proposal shall include the following information:

- a. Official Proposal Form. This solicitation includes Proposal Forms (General Information, Personnel and Equipment, Experience) and Pricing/Bid Forms in Excel spreadsheet format. Such forms are to be filled out and executed completely. Pricing Forms should be provided in Excel spreadsheet format.
- b. Required Affidavit. An executed copy of the Combined Affidavit for Scrutinized Companies, Public Entity Crimes, E-Verify, and Non-Collusion included in this solicitation.
- c. Additional Information. Any other additional information or documents that will assist the Board in evaluating the Proposer pursuant to the Evaluation Criteria.

11. Submittal of Proposals.

a. Interested firms should submit five (5) hard copies and one (1) electronic copy of their Proposal containing the information and materials described herein to the District Manager at 219 East Livingston Street, Orlando, Florida 32801, ATTN: Tricia L. Adams, no later than 10:00 AM on July 9, 2024

Proposals will be securely kept and opened publicly at 10:00 AM on July 9, 2024 at 219 East Livingston Street, Orlando, Florida 32801, ATTN: Tricia L. Adams,. No proposals will be accepted after the above mentioned deadline.

- b. The Board reserves the right to review and accept any Proposals submitted late.
- 12. <u>Mandatory Attendance at Board Meeting</u>. Proposers are required to attend the Board meeting scheduled for July 17, 2024, at 12:00 PM at the Starlite Ballroom, 384 Village Dr., Poinciana, FL 34759 to answer any Board questions. Proposers should be prepared to make a brief presentation no more than 15 minutes in length with a 10 minute presentation and 5 minutes of question and answer time with the Board. The Board reserves the right to reschedule the date of the meeting to another date, and if so, will provide appropriate notice.
- **13.** <u>**Proposal Duration.**</u> The Proposal must be in effect for a minimum of 90 calendar days starting with the day following the submission deadline. During this time, all provisions of the Proposal must be in effect, including prices.
- **Proposal Evaluation Criteria.** Each Proposal will be evaluated using the following criteria:
 a. Responsiveness to each element contained in the Proposal form and this solicitation.

 - **b.** The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District.

15. <u>Right to Waive Mistakes and Variations.</u>

- **a.** Proposals may not be modified after the submission deadline.
- **b.** Mistakes in arithmetic extension of pricing may be corrected by the Board.
- **c.** The District reserves the right to waive any minor or non-material discrepancies or technicalities.
- **d.** The District further reserves the right to request supplementation of any or all Proposals.

16. Method of Selection, Award, and Right to Reject.

- **a.** The Board will evaluate each Proposal pursuant to the evaluation criteria in order to determine which Proposal is in the District's best interest (low price shall not entitle any proposer to be awarded the services).
- **b.** There is no guarantee that an agreement will be awarded.
- **c.** The District expressly reserves the right to reject any or all Proposals at any time or until such time as an agreement is fully executed.
- **d.** If the Board intends on awarding the services to a proposer, it will announce the proposer they desire to engage with at a public meeting. A Notice of Intent to Award will be provided following the public meeting.
- **e.** The selected proposer shall promptly enter into negotiations with the District to finalize any terms or details.
 - **i.** If the negotiations are unsuccessful, the District many negotiate with the next proposer(s) whose Proposal(s) was determined to be in the District's best interest until such the negotiation(s) is successful.
- **f.** The District Counsel will finalize the form of the Landscape and Irrigation Maintenance Services Agreement upon the successful negotiation.
- 17. <u>No Reimbursement of Preparation Costs.</u> Proposers will not be reimbursed for any cost associated with responding to this solicitation.
- 18. <u>Public Records</u>. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.
- 19. Protests: Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the receipt of the Project Manual, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the receipt of the Project Manual, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: Poinciana Community Development District, c/o: Governmental Management Services Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, ATTN: Tricia L. Adams, District Manager. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

20. <u>**Term and Renewal.**</u> The initial term of the agreement will be three (3) years, with additional options to renew for year 4 and 5. The agreement will automatically renew until terminated pursuant to the termination provisions in the agreement. The scope of services and compensation for renewal periods may be adjusted by mutual written agreement evidenced by a written addendum.

21. <u>Required Disclosure</u>:

- a. License and Permit Requirements: For the purpose of complying with Florida Statue 218.80 titled "Public Proposal Disclosure Act", except as may be described in the Agreement, the successful proposer shall obtain and pay for all permits and licenses necessary for the work. Proposers shall be responsible for complying with Polk County licensing requirements prior to submitting a Proposal and shall submit proof of compliance. Those Proposers who are not duly licensed and/or do not furnish proof thereof with their Proposal may be deemed non- responsive and may be disqualified.
- b. **Public Entity Crimes**: Proposers should be aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. A representation of compliance will be included in the Agreement.
- c. **Scrutinized Companies**: Proposers should be aware of, and in compliance with, all requirements under Section 287.135, Florida Statutes, on Scrutinized Companies. A representation of compliance will be included in the Agreement.
- d. **E-Verify.** Proposers should be aware of, and in compliance with, all requirements under Section 448.095(2)(c), Florida Statutes, on E-Verification requirements. A representation of compliance will be included in the Agreement.

e. Public Records:

- i. All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.
- **ii.** As further described in the Agreement, in accordance with section 119.0701, Florida Statutes, if awarded the work, the Proposer shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
- f. The District, in its sole discretion, may reject any Proposer the District finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Board to lack honesty, integrity, or moral responsibility. The discretion of the Board may be exercised based on the disclosure required herein, the Districts own investigation, public records, or any other reliable source of information. The Board may also reject any Proposer failing to make the disclosure required herein. By submitting a Proposal, Proposer recognizes and accepts that the District may reject the Proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting directly or indirectly from the rejection of their Proposal based on these grounds, including the disclosure of any pertinent information relating to the reasons for rejection of the Proposal.

REQUEST FOR PROPOSAL LANDSCAPE/GROUNDS MAINTENANCE SERVICES

EVALUATION CRITERIA

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; Evaluation of uncompleted work load; proposed staffing levels, etc.)

2. **Experience**

Personnel

1.

This category addresses past and current work record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance for the Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. **Understanding of Scope of Work**

Does the proposal demonstrate an understanding of the Districts' needs for the services? Requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. **Financial Capability**

Demonstration of financial resources and stability as a business entity, necessary to Complete the services required.

5. Price

Points available for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid for completing the work for the initial term of the contract. AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST, SECOND, THIRD, AND FOURTH ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible (10) in this part of the Price evaluation.

5 points are allocated for the reasonableness of unit prices.

Proposer's Total Score

(25 points)

(25 points)

(10 points)

(15 points)

(100 Points Possible)

(25 points)

Poinciana Community Development District

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

General Services- Component "A"

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Contractor will be responsible for any clippings blown into the ponds. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

<u>Edging</u>

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year

as needed to accomplish the full amount of detail rotations. **Pruning**

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for

maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" - Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule - St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July:Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

<u>Warranty</u>

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" - Tree/Shrub Care Program

Application Schedule - Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

<u>Warranty</u>

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component "D" - Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A
 description of the problem, its location and estimated cost should be included. All repairs must
 be approved by the CDD representative prior to initiating any work. It is up to CDD
 management's discretion to allow contractor to proceed with repairs at an agreed threshold
 without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be $4 \frac{1}{2}$ " individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris. Beds are to remain weed – free at all times. All declining blooms are to be removed immediately. Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

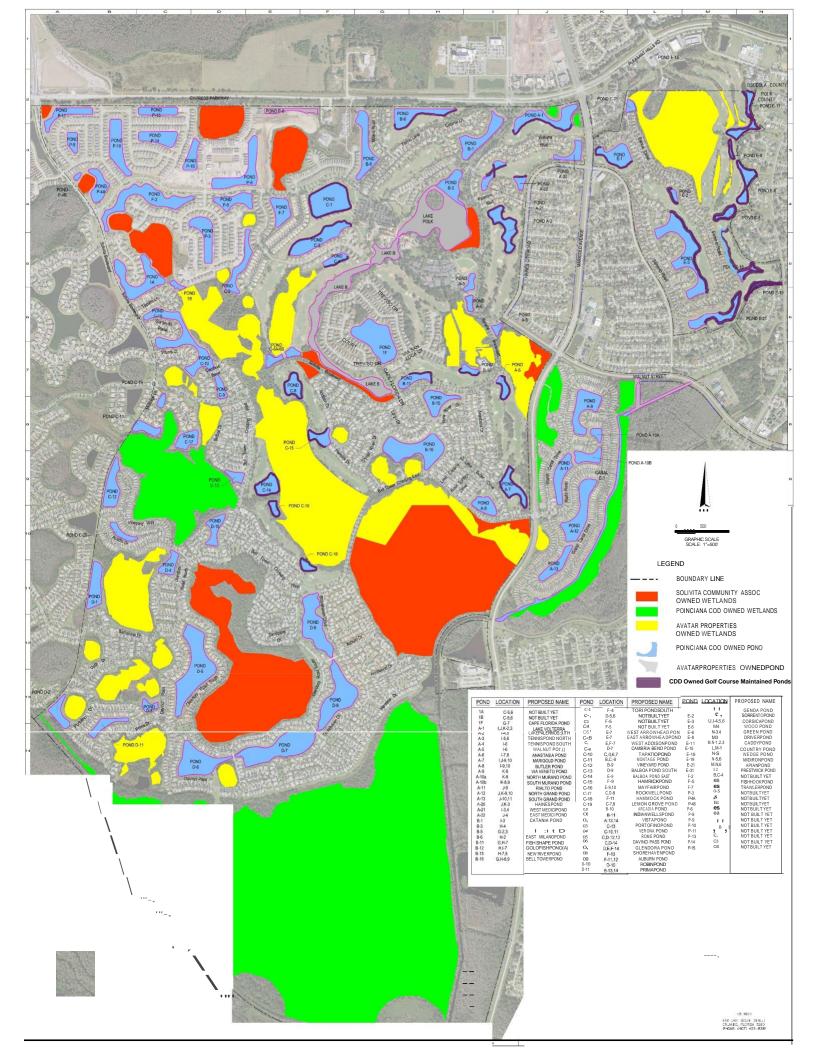
All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.



PROPOSAL FORM - GENERAL INFORMATION

Proposer General Informa	tion:			
Proposer Name				
Street Address				
P. O. Box (if any)				
City	State		Zip Code	
Telephone		Fax no		
1st Contact Name			Title	
2nd Contact Name			Title	
Parent Company Name (if	any)			
Street Address P. O. Box (if any)				
City			Zin Code	
Telephone				
-				
1st Contact Name			Title	
2nd Contact Name			Title	
Company Standing:				
Proposer's Corporate Form (e.g., individual, co		ership, limited liab	pility company, etc.)	
In what State was the Prop	oser organized? _		Date	
Is the Proposer in good sta	nding with that S	tate? Yes No	0	
If no, please expla	in			
Is the Proposer registered v Florida? Yes No		Florida, Division o	of Corporations and auth	orized to do busine
If no, please expla	in			

• What are the Proposer's current insurance limits?

General Liability\$_____Automobile Liability\$_____Workers Compensation \$_____Expiration Date

• *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:



PROPOSAL FORM - PERSONNEL AND EQUIPMENT

City	State	Zi	p Code	
Telephone		_Fax no		
1st Contact Name		Ti	tle	
2nd Contact Name			Title	
Proposed Staffing Lev	els - Landscape and irriga	ation maintenance st	aff will include t	he following:
	Supervisors, who will b Technical personnel, whe Laborers, who will be o	ho will be onsite	_ days per	; and
	ory Personnel – Please c nd Supervisory Personnel,			
	– Does the Proposer curr herbicide application, art			
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• Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes _____ No ____ For each subcontractor, please provide the following information (attach additional sheets if necessary):

Subcontractor Name			
Street Address			-
P. O. Box (if any)			
City	State	Zip Code	
Telephone	Fax no.		
1st Contact Name		Title	
2nd Contact Name		Title	
Proposed Duties / Respo	nsibilities:		
Please describe the subc	ontractor's role in other projects of	on behalf of the Proposer:	
Project Name/Location:			-
Contact:	Contact Phone:		Project
Type/Description:			_
Dollar Amount of Contra	act:		
Proposer's Scope of Serv	vices for Project:		
Dates Serviced:			
	ase describe any background chec on of the Proposer's personnel nitted by law:		

• Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.

OFFICERS

Provide the following information for key officers of the Proposer and parent company, if any.

	j enneens er me rrepeser	una purono company, n any.	
NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
				\mathbf{V}		
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COMPANY OWNED MAJOR EQUIPMENT TO BE USED IN CONNECTION WITH THE WORK

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

PROPOSAL FORM - EXPERIENCE

Has the Proposer performed work for a community development district previously?
 Yes ____ No ____

If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location:		
Contact:	Contact Phone:	
Project Type/Description:		
Dollar Amount of Contract:		
Scope of Services for Project: _		
Dates Serviced:		

• List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years:

2023 =		
2022 =		
2021 =		

• Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project Name/Location:

Contact:_____ Contact Phone: _____

Project Type/Description:

Dollar Amount of Contract:

How was the project similar to this project?

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):

List of equipment used on site:

Is this a current contract?	Yes No
Duration of contract:	
(Information regarding sin	uilar projects – continued)
Project Name/Location:	
	Contact Phone:
Dollar Amount of Contract	
How was the project simila	r to this project?
	Scope of Services for Project (i.e. fertilization, mowing, pest con igation, etc.):
control, thatch removal, irr	igation, etc.):
control, thatch removal, irr List of equipment used on	igation, etc.):
control, thatch removal, irr List of equipment used on	igation, etc.):
control, thatch removal, irr List of equipment used on	igation, etc.):
control, thatch removal, irr List of equipment used on	igation, etc.):
control, thatch removal, irr List of equipment used on	igation, etc.):
control, thatch removal, irr	igation, etc.):

How was the project simil	lar to this project?
Your Company's Detailed	d Scope of Services for Project (i.e. fertilization, mowing, pest con
control, thatch removal, ir	rrigation, etc.):
	n site:
	d:
Is this a current contract?	Yes No
Duration of contract:	
Duration of contract.	
(Information regarding sin	milar projects – continued)
Ducient Name / anotion	
	Contact Phone:
	ct:
How was the project simil	lar to this project?

List of equipment used on site:
List of subcontractors used:
Is this a current contract? Yes No
Duration of contract:
Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or superviso etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes No For each such incident, please provide the following informatio (attach additional sheets as needed):
Project Name/Location:
Contact: Contact Phone:
Project Type/Description:
Dollar Amount of Contract:
Scope of Services for Project:

Dates Serviced:

Reason for Termination:

• Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____ No ____

If yes, please describe each violation, fine, and resolution

What is the Proposer's current worker compensation rating?

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ____ No ____

If yes, please describe each incident

Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?
 Yes ____ No ____ If yes, please provide:

The names of the entities		
The state(s) where barred or suspen	ded	
The period(s) of debarment or suspe	ension	
Also, please explain the basis for an	ny bar or suspension:	

• List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

• List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.

• Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (_) If yes, provide the following:

Identify the Case # and Tribunal:_____

D	escribe the Proposer's Role in the Action and Describe the Status and/or Resolution:	
•	Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer principal members, shareholders or investors executed an assignment for the benefit of creative past 10 years? Yes (_) No (_) If yes, please explain:	
•	Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer principal members, shareholders or investors defaulted on a loan or other financial oblic failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (_) is explain:	igation

Poinciana Community Development District Landscape Fee Summary

Contractor:

Address:

Phone:

Fax:

Contact: Email:

	JAN	FFR	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D	0411					3014	JOL	700		001		DLC	\$
(Compnent A) - Mowing/Detailing													·
TURF CARE													\$
(Component B)													
Bahia/St Augustine/Zoysia													
TREE/SHRUB CARE													\$
(Component C)													
Tree/Shrub Fert													
IRRIGATION MAINT. (Component D)													\$
ANNUAL CHANGES - None at this time (Component E.1)													\$
Per Annual Pricing:	Count:			Count:			Count:						
BED DRESSING - Estimate mulch yds (Component E.2) Per Yard Pricing:					Mulch Yds								\$
PALM TRIMMING (Component E.3) Per Palm Price: Palm counts:													\$
TOTAL FEE PER MONTH:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0	\$0
Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

\$0

Essential Services	\$0
Mowing/Detailing/Irrigation/Fert and Pest	V O

Extra Services
Annual Changes, Palm Pruning, Mulch

Fee Summary Instructions:

- 1. Please fill in the Contractor information at the top left portion of the page.
- 2. General Services Fill in each month with the dollars to perform this portion of the Scope of Work. Do not use averaged dollar amounts.
- 3. Turf Care Fill in the dollar amount to perform the services each month as outlined in the Scope of Work .
- 4. Tree/Shrub Care Fill in the dollar amount to perform the services each month as outlined in the Scope of Work.
- 5. Bedding Plants Fill in the quantity of plants to be installed each rotation if not already listed, then fill in the dollar amount to purchase and install t quantity in the months specified in the Scope of Work. Also insert the number of plants installed in each rotation below the dollar in the months they are to be installed.
- 6. Bed Dressing Fill in the quantity of Bed Dressing that is recommended to be installed (if quantity not already listed or Provided) then fill in the doll in the month specified in the Scope of Work. Please include a per yard price. Twice per year in May and Nov.
- 7. Palm Trimming Count and Fill in the quantity of each palm variety that will be pruned if not already listed, then fill in the dollar amount to trim each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.
- 8. Irrigation Maintenance Fill in the dollar amount to perform each services as outlined in the Scope of work. Fill in zone count if known.

Affidavit for Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion

[Solicitation of Proposals for Landscape and Irrigation Maintenance Services] Poinciana Community Development District

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer:

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

Public Entity Crimes

- 1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
- 2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

- 3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
- 4. Neither I nor my firm are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

E-Verify

- 5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
- 6. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- 7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
- 8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
- 9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
- 10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

- 11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
- 12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
- 13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher that the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
- 14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- 15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No.	Dated
Addendum No	Dated
Addendum No	Dated

By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Poinciana Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature	orn before me on, 2024
Signature	

LANDSCAPE MAINTENANCE AGREEMENT

(Poinciana CDD and [____])

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement"), effective as of the [_] day of [____], 2024 (the "Effective Date"), between the **POINCIANA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, and [___], a [___], (hereinafter referred to as "Contractor"), whose mailing address is [___].

WITNESSETH:

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

1. <u>DEFINITIONS</u>.

(a) <u>Agreement.</u> The Agreement consists of: (i) this Landscape Maintenance Agreement; (ii) the [_____], dated [_____], 2024 attached hereto as Exhibit "A" (the "Scope of Services and Service Area Map"); and (iii) the Contractor's Proposal for Landscape and Irrigation Maintenance, dated [_____], 2024, attached hereto as Exhibit "B" (the "Proposal"). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 15. In the event of any conflict between the terms herein and term(s) in the Proposal or the RFP, the terms herein shall prevail. Notwithstanding the foregoing, the order of precedence shall be: (i) this Landscape Maintenance Agreement; (ii) the RFP; (iii) the Proposal.

(b) <u>Services.</u> The term "Services" or "Work" as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions. If an addendum or additional work is agreed upon by the parties, the Contractor shall be subject to the terms of this Agreement.

2. <u>SCOPE OF SERVICES</u>. A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Scope of Services and Landscape Service Area Map. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. <u>COMMENCEMENT OF SERVICES AND TERM</u>. Contractor shall commence the Work on the Effective Date and shall perform same in accordance with any schedules as set forth in the Agreement. The term of this Agreement shall continue for [three] (3) years from the Effective Date, unless sooner terminated, extended or modified as set forth in this Agreement. The District shall have two (2) optional renewals as set forth in Article 5 herein.

4. **<u>DISTRICT MANAGER</u>**.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: Tricia Adams; provided, however, that the District may, without liability to the Contractor, unilaterally amend this paragraph from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement. The District Manager, as the District's authorized representative shall have the authority to direct and enforce the provisions set forth herein, in accordance with the Scope of Services.

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

5. <u>COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO</u> <u>FINAL PAYMENT</u>.

(a) The District agrees to pay the Contractor for the Services in the total amount of $[____]$ for Year 1; $[____]$ for Year 2; $[____]$ for Year 3, and retains two (2) optional renewals in the total amount of $[____]$ for Year 4 and $[____]$ for Year 5. The Work shall be billed to the District on a monthly basis at a rate of no more than $1/12^{\text{th}}$ of the annual compensation provided above.

(b) During the term of this Agreement, the District has the option to procure additional services and products as set forth in Exhibit "TBD" to the Proposal (the "Additional Services").

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

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

(e) After any of the Work is completed, the District shall have the right to inspect and/or review the Work to accept or deny the sufficiency of the Work before a monthly payment is required to be made by the District to the Contractor. Contractor's failure to remedy deficiencies within thirty (30) days of being notified by the District may result in a reduction of payment to Contractor for costs which the District may incur, including but not limited to employment of a third party, to resolve such deficiencies.

6. <u>INTENTIONALLY OMITTED.</u>

7. <u>REPRESENTATIONS, WARRANTIES AND COVENANTS</u>.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

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

(c) Contractor warrants all plantings including but not limited to bushes, plants, trees, grass and other vegetation for one (1) year from the date of installation. During the applicable warranty period, Contractor shall replace, at no additional cost to the District, all materials which are dying, dead, diseased, or otherwise not performing to a commercially reasonable standard. Thirty (30) days before the expiration of any warrantied items, Contractor shall submit a report to the District showing the current status of such items and shall coordinate with the District for an on-site review to determine if materials are sufficient.

8. <u>EMPLOYEES; INDEPENDENT CONTRACTOR STATUS</u>.

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

copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline, compliance with laws and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 19.

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

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

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor shall adhere to all applicable traffic laws governing the use of vehicles, equipment and personnel in roadways and public spaces. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

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

10. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

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

zones, and handling and use of materials, vehicles, and equipment. Contractor shall ensure that no employees, agents or other personnel working at Contractor's direction stands within public roadways while performing any work as defined in the Scope of Services.

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

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

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

(e) Within two (2) business days of discovery of any unsatisfactory safety procedures or of any violation of applicable law or statute guiding safe performance, Contractor shall notify the District Manager in writing, detailing the nature of the violation, the corrective actions taken to remedy future occurrences of similar violations and other such reasonable information as the District Manager may require to ensure safe operations. In the event the District discovers any unsatisfactory safety procedures or any violation of applicable law or statute guiding safe performance, the District shall notify Contractor of the violation and within two (2) business days, Contractor shall provide the District Manager in writing, with the corrective actions taken to remedy future occurrences of similar violations and other such reasonable information as the District Manager in writing, with the corrective actions taken to remedy future occurrences of similar violations and other such reasonable information as the District Manager in writing, with the corrective actions taken to remedy future occurrences of similar violations and other such reasonable information as the District Manager in writing.

11. <u>PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS</u>.

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

services;

(i) Keep and maintain public records required by District to perform

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS **QUESTIONS REGARDING** THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING** TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524),OR BY EMAIL AT TADAMS@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA, 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.

12. <u>INSURANCE</u>.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement, including but not limited to Contractor's use of the District's property for the storage of equipment, or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 12(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance

required under paragraph 12(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

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

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

15. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

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

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

(c) Notwithstanding anything to the contrary in this Article 15, any and all modifications to this Agreement or to the Scope of Services must be in writing, reviewed by the District's counsel and duly executed by the Chairperson of the District and the Contractor.

16. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved

in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

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

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

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

17. <u>SUSPENSION OR TERMINATION.</u>

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

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

to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

18. <u>SUBCONTRACTORS.</u> If the Contractor desires to employ subcontractors in connection with the performance of its Services under this Agreement, upon the District's prior written consent:

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

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

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

19. <u>COMPLIANCE WITH E-VERIFY SYSTEM.</u>

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

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

20. <u>NOTICE.</u>

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

If to District:	Poinciana Community Development District						
	c/o Governmental Management Services - Central Florida,						
	LLC						
	219 E. Livingston Street,						
	Orlando, Florida, 32801						
	Attention: Tricia Adams, District Manager						
	Telephone: (407) 841-5524						
Copy to:	Latham, Luna, Eden & Beaudine, LLP						
	201 S. Orange Ave., Suite 1400						
	Orlando, Florida 32801						
	Attention: Jan Albanese Carpenter, District Counsel						
	Telephone: (407) 481-5800						
If to Contractor:							
	Attention:						

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

Telephone: () -

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

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

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

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

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

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

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

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

{SIGNATURES ON FOLLOWING PAGE}

Poinciana Community Development District Landscape Maintenance Agreement (2024)

SIGNATURE PAGE TO LANDSCAPE MAINTENANCE AGREEMENT

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

DISTRICT:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

By:____

Name: ______ Chairman/Vice-Chair, Board of Supervisors

CONTRACTOR:

[_____], a [_____]

By:	
Print:	
Title:	_

EXHIBIT "A"

SCOPE OF SERVICE AND MAINTENANCE MAP

[ATTACHED]

Poinciana Community Development District Landscape Maintenance Agreement (2024) EXHIBIT "B"

PROPOSAL

[ATTACHED]

SECTION X

SECTION B

SECTION 1



Orlando office **T** 407.423.8398 618 E. South Street **F** 407.843.1070 Suite 700 Orlando, Florida 32801

May 1, 2024 GAI Project No. A171208.00

Ms. Tricia Adams Government Management Services-Central Florida LLC 219 E. Livingston St. Orlando, Florida 32801

Consulting Engineer's Report Poinciana Community Development District Polk County, Florida Tunnels Inspection Report

Dear Mr. Flint:

GAI completed the inspection of the two (2) Solivita Development tunnels crossing under Marigold Avenue. The tunnels are owned and maintained by the Poinciana Community Development District. The tunnels were conveyed to the Poinciana Community Development District in December 2009. As part of the conveyance requirements, please find attached the bi-annual inspection report.

Both tunnel structures were inspected on April 24, 2024, to assess the conditions of the North Tunnel (located just south of Cypress Parkway and traverses under Marigold Avenue), and the South Tunnel (located south of Walnut Street and traverses under Marigold Avenue). The Site Location Map is shown in **Figure 1**.

Field reconnaissance revealed that the north and south tunnels were generally in good condition and functioning as intended. All observations presented in this Report are limited to the exposed and accessible locations of both tunnels. The following is a more detailed description for each tunnel:

1. The North Tunnel

Constructed in 2005, the north tunnel is a cast-in-place concrete box with overall length of 208 ft. \pm . The culvert opening span is 17'-0" span x 8'-3" rise, accommodating 12'-0" clear roadway (two (2) - 6'-0" travel lanes) and 6" high x 5'-0" wide sidewalk along the tunnel south side wall. The tunnel is located within a sag profile grade with retaining walls located on both sides of each approach, and running parallel with the cart and pedestrian path at both ends of the tunnel structure. The retaining walls are required to allow for the approximately 9'-0" drop in grade to the tunnel entrance. To facilitate drainage, 10" wide channel trench drains with removable metal grating running along and across the roadway section collect the surface runoff and discharge in a ditch bottom inlet with steel reticuline grate cover. **Figures 2** and **3** show the elevation of the north tunnel's east and west entrances, respectively.

Field work consisted of visual inspection and collecting field measurements and photographs. A summary of the findings and recommended actions is enclosed in **Appendix A** of this Report.

Water seepage is evident at multiple locations occurring between the sidewalk edge and the golf path at the eastern (see **Photo 6**) and western entrances of the tunnel (see **Photo 2**). It appears the seepage has been occurring for a while. GAI recommends clean and seal the joints to prevent further seepage. Debris and sediment build-up was observed along the edge of cart path and the box at multiple locations (see **Photo 3**). GAI recommends removing the debris and sediment using standard cleaning procedures at these locations. The trench drain system is scheduled for clean out regularly and appears to be in good condition. No major cracking or spalling was noted. The out flowing pipe and the pump were not inspected, but they appear to be functioning

properly since the inlet contained a small amount of water at the bottom and no standing water is present anywhere inside the tunnel.

The South Tunnel

The south tunnel was built in 2005 with an overall length of 150'-0" and consists of 20 units of precast 12'-0" span x 8'-0" rise x 7'-6" long culvert units. **Figures 4** and **5** show the elevation of the south tunnel's east and west entrances, respectively. The culvert was inspected from west to east with culvert units numbered from 1 to 20 in the same direction.

No standing water was observed anywhere in the tunnel. This tunnel does not contain any drainage system on the inside since the tunnel profile is mainly level and approach grading promoting surface runoffs away from the tunnel entrances. In addition, a 6"-diameter lateral drainage pipes were noted behind the tunnel walls and run the entire length of the tunnel. The pipes appeared to be sediment free and functional.

Map fracking was noted along the entire concrete overlay with visible moisture penetration throughout the overlay (see **Photo 4**). This can be attributed to groundwater infiltration through the cracked bottom slab and overlay. The continued presence of moisture can promote steel corrosion and ultimately concrete spalling as evident from the recent patch repairs. A minor patch of hollow concrete (see **Photo 1**) was noted near the west entrance. Vertical misalignment of culvert unit walls is evident at the joints (see **Photos 2** and **3**), however, it does not seem to cause any structural issues. Minor joint leakage was noted at top slab joint (see **Photo 5**).

If you have any questions or need additional information, please let me know.

Sincerely, GAI Consultants, Inc.

Fares E. Tannous, P.E. Sr. Project Engineer



Figure 1: Site Location Map Poinciana Community Development District (Solivita)



Figure 2: North Tunnel (East Entrance – Looking West)



Figure 3: North Tunnel (West Entrance – Looking East)



Figure 4: South Tunnel (East Entrance – Looking West)



Figure 5: South Tunnel (West Entrance – Looking East)

APPENDIX A

Log No.	Description - Recommendations	Photographic Record
1	Description: Broken Cover of Sidewalk Light Fixture at the West Entrance. Recommendation: Install New Light Fixture Cover.	
2	Description: Water seepage Through the Expansion Joint at the North Tunnel West Entrance. Possibly due to Irrigation System. Recommendation: Clean and Seal the Expansion Joint.	
3	Description: Leaves and Debris accumulation at the Inlet along the North Wall Gutter Line. Recommendation: Remove Debris, Inspect and Clean Out Drainage System.	

North Tunnel (Photo Log – Description/Recommendation)

Log No.	Description - Recommendations	Photographic Record
4	 Description: A ¼" to ¾" Vertical Misalignment in the Sidewalk Approximately 60 ft. From the West Entrance. Recommendation: No Immediate Action is Recommended. Monitor and Record Measurement During the Next Schedule Field Inspection. 	
5	Description: Transverse 1/16" Wide Cracks With Water Staining Along the Entire Length of Sidewalk (Typ.). No Rust Staining or Hollow Concrete was Noted. Recommendation: No Action is Recommended.	
6	Description : Water seepage Through the Expansion Joint at the North Tunnel East Entrance. Possibly due to Irrigation System. Recommendation: Clean and Seal the Expansion Joint.	

North Tunnel (Photo Log – Description/Recommendation) - Continued

APPENDIX B

Log No.	Description – Recommendations	Photographic Record
1	 Description: 6"x9"x1" Hollow Concrete, Unit 1 North Wall, 6'-0" high and at Joint Line Between Units 1 and 2. Recommendation: Remove Hollow Concrete and Patch with Approved Cementitious Patching Material. 	
2	Description: Lateral Misalignment of Culvert North and South Walls. The Lateral Misalignment was More Pronounced Along the North Walls. Recommendation: No Action is Recommended.	
3	Description : Lateral Misalignment of Culvert Walls, up to 1". Recommendation: No Action is Recommended. Monitor for further movement during the next inspection cycle.	

South Tunnel (Photo Log – Description/Recommendation)

Log No.	Description – Recommendations	Photographic Record
4	Description: Map Cracking: 1/16" to 1/8" Wide Cracks with Water Staining Along the Entire Length of Concrete Overlay. No Rust Staining or Hollow Concrete was Noted. Recommendation: No Action is Recommended. Monitor and note any further deterioration during the next inspection cycle.	
5	 Description: Top Slab Minor Joint Leakage Between Culvert Units 14 and 15. Recommendation: No Action is Recommended. Monitor for further leakage during the next inspection cycle. 	

North Tunnel (Photo Log – Description/Recommendation) – Continued

SECTION C

SECTION 1

Poinciana Community Development District Action Items May 2024

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. Ponds on application completed except P8. P8 being monitored by District staff.
Ongoing	Monitor Central Florida Expressway - Poinciana Parkway Project: Parkway Connector	Former Chairman Lita Epstein	In Process	CFXWay.com Project #599-233;
Ongoing	Monitor Polk County Road Construction for Impact to PCDD Tunnels	District Engineer	In Process	DE met with Polk County 03.19.2024 regarding scope and status of Marigold road improvements. Closer to the project date (2025 or thereafter), an Access Agreement will be considered by the BOS.
Ongoing	Review of Wetlands Owned by Developer and HOA	District Engineer	In Process	DE to review and make recommendation regarding ultimate owner, permit holder and maintenance entity for Solivita wetlands.
Ongoing	Review of HOA Improvements Installed on CDD Parcels	Field Staff	In Process	Information to be reviewed by District Counsel and presented to Board for review.
03.20.2024	Determine if Golf Course Fertilization is Contributing to Pond Algae	Field Staff	In Process	Supervisor Nelson provided golf management contact details to field staff for follow up.
01.17.2024	RFP Project Manual for Landscape Services	Field Manager	In Process	Board to review bid package May 15, 2024.

SECTION 2

Poinciana Community Development District

Summary of Check Register

April 1, 2024 to April 30, 2024

Fund	Date	Check No.'s	Amount
General Fund			
	4/5/24	171	\$ 16,081.20
	4/11/24	172	\$ 12,748.00
	4/25/24	173-175	\$ 12,546.88
			\$ 41,376.08
	4/11/24	13	\$ 100,000.00
			\$ 100,000.00
			\$ 141,376.08

AP300R *** CHECK DATES 04,	YEAR-TO-DATE A /01/2024 - 04/30/2024 *** PO BA	CCOUNTS PAYABLE PREPAID/COMPUTER INCIANA - GENERAL FUND NK C GENERAL FUND	CHECK REGISTER	RUN 5/09/24	PAGE 1
CHECK VEND# DATE I	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME JB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	/01/24 10341 202404 320-53800-4 LANDSCAPE MAINT APR 24		*	16,081.20	16.081.20 000171
4/11/24 00044 4,	/02/24 PSI06380 202404 320-53800-4	7000	*	12,748.00	
	AQUATIC MAINT APR 24	SOLITUDE LAKE MANAGEMENT			12,748.00 000172
4/25/24 00001 4/	/01/24 258 202404 310-51300-3 MANAGEMENT FEES APR 24	4000 5200	*	3,605.00	
4,	/01/24 258 202404 310-51300-3	5200	*	68.75	
4,	WEBSITE ADMIN APR 24 /01/24 258 202404 310-51300-3 INFORMATION TECH APR 24	5100	*	103.17	
4,	/01/24 258 202404 310-51300-5	1000	*	.12	
4,	OFFICE SUPPLIES APR 24 /01/24 258 202404 310-51300-4 POSTAGE PAR 24	2000	*	25.47	
4,	/01/24 258 202404 310-51300-4	2500	*	.60	
4,	COPIES APR 24 /01/24 259 202404 320-53800-1 FIELD MANAGEMENT APR 24		*	884.08	
		GOVERNMENTAL MANAGEMENT SERVICES			4,687.19 000173
4/25/24 00017 4,	/02/24 2201120 202403 310-51300-3	1100	*	3,167.22	
		GAI CONSULTANTS, INC			3,167.22 000174
4/25/24 00027 4/	/15/24 124569 202403 310-51300-3	1500	*	4,692.47	
		LATHAM, LUNA, EDEN & BEAUDINE			4,692.47 000175
			K C	41,376.08	

POIN POIN CDD AGUZMAN

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE *** CHECK DATES 04/01/2024 - 04/30/2024 *** POINCIANA - GENERA BANK D GENERAL FUN	AL FUND	TER RUN 5/09/24 PAGE 2
CHECK VEND#INVOICEEXPENSED TO VEN DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	IDOR NAME STATUS	AMOUNTCHECK AMOUNT #
4/11/24 00013 4/11/24 04112024 202404 300-10100-10200 TSFR FROM HANCOCK	*	100,000.00
POINCIANA CDD		100,000.00 000013
	TOTAL FOR BANK D	100,000.00
	TOTAL FOR REGISTER	141,376.08

POIN POIN CDD AGUZMAN

SECTION 3

Community Development District

Unaudited Financial Reporting March 31, 2024



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Assessment Receipt Schedule	8

Community Development District

Combined Balance Sheet

March 31, 2024

		General Fund	Ľ	Pebt Service	Cap	Capital Reserve		Totals Governmental Funds		
		Fund		Fund		Fund	Gove	rnmental Funds		
Assets:										
Cash										
Operating - Hancock Whitney	\$	458,367	\$	-	\$	-	\$	458,367		
Operating - Truist	\$	29,861	\$	-	\$	-	\$	29,861		
Money Market - Bank United	\$	557,236	\$	-	\$	153,176	\$	710,412		
Investments										
<u>Series 2022</u>										
Reserve	\$	-	\$	134,145	\$	-	\$	134,145		
Revenue	\$	-	\$	1,546,652	\$	-	\$	1,546,652		
Interest	\$	-	\$	15	\$	-	\$	15		
Principal	\$	-	\$	409	\$	-	\$	409		
Prepayment	\$	-	\$	2,703	\$	-	\$	2,703		
Due from General Fund	\$	-	\$	62,675	\$	-	\$	62,675		
Due from Other	\$	264	\$	-	\$	-	\$	264		
Total Assets	\$	1,045,728	\$	1,746,599	\$	153,176	\$	2,945,502		
Liabilities:										
Accounts Payable	\$	14,991	\$	-	\$	-	\$	14,991		
Due to Debt Service	\$	62,675	\$	-	\$	-	\$	62,675		
Total Liabilites	\$	77,666	\$	•	\$	-	\$	77,666		
Fund Balance:										
Assigned for:										
Capital Reserves	\$	-	\$	-	\$	153,176	\$	153,176		
Restricted for:										
Debt Service	\$	-	\$	1,746,599	\$	-	\$	1,746,599		
Unassigned	\$	968,062	\$	-	\$	-	\$	968,062		
Total Fund Balances	\$	968,062	\$	1,746,599	\$	153,176	\$	2,867,837		
Total Liabilities & Fund Balance	\$	1,045,728	\$	1,746,599	\$	153,176	\$	2,945,502		
rotar Liabilities & runu Dalalite	φ	1,043,720	Ψ	1,740,377	φ	155,170	ψ	2,745,502		

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget		Actual		
	Budget	Thr	u 03/31/24	Thr	ru 03/31/24	V	ariance
Revenues:							
Assessments - Tax Roll	\$ 667,127	\$	656,309	\$	656,309	\$	-
Assessments - Direct Bill	\$ -	\$	-	\$	-	\$	-
Interest	\$ 500	\$	500	\$	3,164	\$	2,664
Miscellaneous Revenue	\$ -	\$	-	\$	26,243	\$	26,243
Total Revenues	\$ 667,627	\$	656,809	\$	685,717	\$	28,907
Expenditures:							
<u>General & Administrative:</u>							
Supervisors Fees	\$ 12,000	\$	6,000	\$	3,800	\$	2,200
FICA Expense	\$ 918	\$	459	\$	291	\$	168
Engineering	\$ 20,000	\$	10,000	\$	7,545	\$	2,455
Attorney	\$ 30,000	\$	15,000	\$	16,835	\$	(1,835)
Arbitrage	\$ 450	\$	-	\$	-	\$	-
Dissemination	\$ -	\$	-	\$	-	\$	-
Annual Audit	\$ 3,600	\$	3,600	\$	3,600	\$	-
Trustee Fees	\$ 4,000	\$	-	\$	-	\$	-
Assessment Administration	\$ 5,000	\$	5,000	\$	5,000	\$	-
Management Fees	\$ 43,260	\$	21,630	\$	21,630	\$	-
Information Technology	\$ 1,238	\$	619	\$	619	\$	-
Website Maintenance	\$ 825	\$	413	\$	413	\$	-
Telephone	\$ 100	\$	50	\$	-	\$	50
Postage	\$ 2,600	\$	1,300	\$	511	\$	789
Printing & Binding	\$ 1,000	\$	500	\$	75	\$	425
Insurance	\$ 7,711	\$	7,711	\$	7,255	\$	456
Legal Advertising	\$ 5,500	\$	2,750	\$	302	\$	2,448
Other Current Charges	\$ 2,400	\$	1,200	\$	383	\$	817
Office Supplies	\$ 400	\$	200	\$	1	\$	199
Property Appraiser	\$ 7,000	\$	-	\$	-	\$	-
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative:	\$ 148,177	\$	76,606	\$	68,434	\$	8,172

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prorated Budget			Actual		
	Budget	Thr	u 03/31/24	Thr	u 03/31/24	I	Varian <i>c</i> e
Operations & Maintenance							
Field Services	\$ 10,609	\$	5,305	\$	5,304	\$	0
Property Insurance	\$ 13,116	\$	13,116	\$	12,504	\$	612
Electric	\$ 2,544	\$	1,272	\$	663	\$	609
Landscape Maintenance	\$ 203,955	\$	101,978	\$	89,354	\$	12,624
Aquatic Control Maintenance	\$ 147,569	\$	73,785	\$	72,795	\$	990
Aquatic Midge Management	\$ 215,454	\$	107,727	\$	84,587	\$	23,140
R&M - Mulch	\$ 3,500	\$	1,750	\$	-	\$	1,750
R&M - Plant Replacement	\$ 3,500	\$	1,750	\$	-	\$	1,750
R&M - Aerators	\$ -	\$	-	\$	-	\$	-
Storm Structure Repairs	\$ 50,000	\$	25,000	\$	606	\$	24,394
Contingency	\$ 12,000	\$	6,000	\$	6,655	\$	(655)
Total Operations & Maintenance:	\$ 662,247	\$	337,682	\$	272,469	\$	65,213
Other Expenditures							
Transfer Out - Capital Reserve	\$ 50,000	\$	50,000	\$	50,000	\$	-
Total Other Expenditures	\$ 50,000	\$	50,000	\$	50,000	\$	-
Total Expenditures	\$ 860,424	\$	464,288	\$	390,903	\$	73,385
Net Change in Fund Balance	\$ (192,797)			\$	294,814		
Fund Balance - Beginning	\$ 192,797			\$	673,248		
Fund Balance - Ending	\$ -			\$	968,062		

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pro	orated Budget		Actual			
	Budget		Th	ru 03/31/24	Th	ru 03/31/24	۲	Variance	
Revenues:									
Assessments - Tax Roll	\$	1,280,936	\$	1,249,656	\$	1,249,656	\$	-	
Assessments - Prepayments	\$	-	\$	-	\$	5,050	\$	5,050	
Interest	\$	-	\$	-	\$	20,449	\$	20,449	
Total Revenues	\$	1,280,936	\$	1,249,656	\$	1,275,156	\$	25,500	
Expenditures:									
Property Appraiser	\$	13,774	\$	-	\$	-	\$	-	
Other Debt Service Costs	\$	-	\$	-	\$	0	\$	(0)	
Series 2022									
Interest - 11/1	\$	107,641	\$	107,641	\$	107,581	\$	60	
Special Call -11/1	\$	-	\$	-	\$	5,000	\$	(5,000)	
Principal - 5/1	\$	1,077,000	\$	-	\$	-	\$	-	
Interest - 5/1	\$	107,641	\$	-	\$	-	\$	-	
Total Expenditures	\$	1,306,056	\$	107,641	\$	112,581	\$	(4,940)	
Excess (Deficiency) of Revenues over Expenditures	\$	(25,120)			\$	1,162,575			
Net Change in Fund Balance	\$	(25,120)			\$	1,162,575			
Fund Balance - Beginning	\$	423,822			\$	584,023			

Fund Balance - Ending	\$ 398,702	\$ 1,746,599

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prora	ated Budget		Actual		
	Budget		03/31/24	Thru	u 03/31/24	V	ariance
<u>Revenues:</u>							
Interest	\$ -	\$	-	\$	2,736	\$	2,736
Total Revenues	\$ -	\$	-	\$	2,736	\$	2,736
Expenditures:							
Capital Outlay	\$ -	\$	-	\$	-	\$	-
Total Expenditures	\$ -	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ -			\$	2,736		
Other Financing Sources/(Uses):							
Transfer In/(Out)	\$ 50,000	\$	50,000	\$	50,000	\$	-
Total Other Financing Sources/(Uses)	\$ 50,000	\$	50,000	\$	50,000	\$	-
Net Change in Fund Balance	\$ 50,000			\$	52,736		
Fund Balance - Beginning	\$ 100,000			\$	100,440		
Fund Balance - Ending	\$ 150,000			\$	153,176		

Poinciana Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	Мау	June	July	Aug	Sept 7	Total
Revenues:													
Assessments - Tax Roll	\$ - \$	140,498 \$	461,621 \$	23,308 \$	23,375 \$	7,508 \$	- \$	- \$	- \$	- \$	- \$	- \$	656,309
Assessments - Direct	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Interest	\$ 231 \$	225 \$	233 \$	233 \$	219 \$	2,023 \$	- \$	- \$	- \$	- \$	- \$	- \$	3,164
Miscellaneous Revenue	\$ 26,243 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	26,243
Total Revenues	\$ 26,474 \$	140,723 \$	461,854 \$	23,542 \$	23,594 \$	9,530 \$	- \$	- \$	- \$	- \$	- \$	- \$	685,717
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000 \$	- \$	- \$	1,000 \$	1,000 \$	800 \$	- \$	- \$	- \$	- \$	- \$	- \$	3,800
FICA Expense	\$ 77 \$	- \$	- \$	77 \$	77 \$	61 \$	- \$	- \$	- \$	- \$	- \$	- \$	291
Engineering	\$ 1,289 \$	301 \$	600 \$	1,200 \$	988 \$	3,167 \$	- \$	- \$	- \$	- \$	- \$	- \$	7,545
Attorney	\$ 4,560 \$	1,153 \$	270 \$	3,195 \$	2,966 \$	4,692 \$	- \$	- \$	- \$	- \$	- \$	- \$	16,835
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dissemination	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	3,600 \$	- \$	- \$	- \$	- \$	- \$	- \$	3,600
Trustee Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Administration	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Management Fees	\$ 3,605 \$	3,605 \$	3,605 \$	3,605 \$	3,605 \$	3,605 \$	- \$	- \$	- \$	- \$	- \$	- \$	21,630
Information Technology	\$ 103 \$	103 \$	103 \$	103 \$	103 \$	103 \$	- \$	- \$	- \$	- \$	- \$	- \$	619
Website Maintenance	\$ 69 \$	69 \$	69 \$	69 \$	69 \$	69 \$	- \$	- \$	- \$	- \$	- \$	- \$	413
Telephone	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Postage	\$ 69 \$	6 \$	347 \$	2 \$	77 \$	10 \$	- \$	- \$	- \$	- \$	- \$	- \$	511
Printing & Binding	\$ - \$	- \$	- \$	- \$	- \$	75 \$	- \$	- \$	- \$	- \$	- \$	- \$	75
Insurance	\$ 7,255 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	7,255
Legal Advertising	\$ - \$	- \$	- \$	- \$	302 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	302
Other Current Charges	\$ 62 \$	53 \$	53 \$	54 \$	55 \$	106 \$	- \$	- \$	- \$	- \$	- \$	- \$	383
Office Supplies	\$ 0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	1
Property Appraiser	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative:	\$ 23,263 \$	5,291 \$	5,047 \$	9,304 \$	9,241 \$	16,288 \$	- \$	- \$	- \$	- \$	- \$	- \$	68,434

Poinciana Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	Мау	June	July	Aug	Sept 7	Гotal
Operation and Maintenance													
Field Services	\$ 884 \$	884 \$	884 \$	884 \$	884 \$	884 \$	- \$	- \$	- \$	- \$	- \$	- \$	5,304
Property Insurance	\$ 12,504 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	12,504
Electric	\$ 189 \$	95 \$	98 \$	- \$	189 \$	93 \$	- \$	- \$	- \$	- \$	- \$	- \$	663
Landscape Maintenance	\$ 12,514 \$	12,514 \$	16,081 \$	16,081 \$	16,081 \$	16,081 \$	- \$	- \$	- \$	- \$	- \$	- \$	89,354
Aquatic Control Maintenance	\$ 9,055 \$	12,748 \$	12,748 \$	12,748 \$	12,748 \$	12,748 \$	- \$	- \$	- \$	- \$	- \$	- \$	72,795
Aquatic Midge Management	\$ 13,220 \$	13,220 \$	15,327 \$	14,273 \$	14,273 \$	14,273 \$	- \$	- \$	- \$	- \$	- \$	- \$	84,587
R&M - Mulch	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
R&M - Plant Replacement	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
R&M - Aerators	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Storm Structure Repairs	\$ - \$	- \$	- \$	606 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	606
Contingency	\$ - \$	- \$	- \$	- \$	- \$	6,655 \$	- \$	- \$	- \$	- \$	- \$	- \$	6,655
Total Operations & Maintenance:	\$ 48,366 \$	39,462 \$	45,138 \$	44,593 \$	44,176 \$	50,735 \$	- \$	- \$	- \$	- \$	- \$	- \$	272,469
Other Expenditures													
Transfer Out - Capital Reserve	\$ 50,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	50,000
Total Other Expenditures	\$ 50,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	50,000
Total Expenditures	\$ 121,629 \$	44,753 \$	50,185 \$	53,897 \$	53,417 \$	67,023 \$	- \$	- \$	- \$	- \$	- \$	- \$	390,903
Net Change in Fund Balance	\$ (95,155) \$	95,970 \$	411,669 \$	(30,355) \$	(29,823) \$	(57,493) \$	- \$	- \$	- \$	- \$	- \$	- \$	294,814

Community Development District Special Assessment Receipts Fiscal Year 2024

MAINTENANCE ASSESSMENTS

Gross Assessments \$ 717,119.22

Certified Net Assessments \$ 666,920.87

Date Distribution		Gi	oss Assessments Received	Disc	ounts/Penalties	nmissions Paid	Into	rest Income	Net Assessments Received			General Fund		
Dute	Distribution		necenta	DISCO	Junts/Fendicies	COIL	initssions Fulu	Inte	iest meome		Accenta		cnerui i une	
11/10/23	10/13/23-10/14/23	\$	10,366.07	\$	(530.85)	\$	(196.70)	\$	-	\$	9,638.52	\$	9,638.	
11/14/23	10/01/23-10/31/23	\$	15,735.52	\$	(627.03)	\$	(302.17)	\$	-	\$	14,806.32	\$	14,806.3	
11/17/23	11/01/2023-11/05/23	\$	22,820.96	\$	(912.64)	\$	(438.17)	\$	-	\$	21,470.15	\$	21,470.1	
11/24/23	11/06/23-11/12/23	\$	100,533.31	\$	(4,019.98)	\$	(1,930.26)	\$	-	\$	94,583.07	\$	94,583.0	
12/8/23	11/13/23-11/22/23	\$	126,809.18	\$	(5,071.30)	\$	(2,434.76)	\$	-	\$	119,303.12	\$	119,303.1	
12/21/23	11/23/23-11/30/23	\$	314,019.63	\$	(12,734.26)	\$	(6,025.70)	\$	-	\$	295,259.67	\$	295,259.6	
12/29/23	12/01/23-12/15/23	\$	49,856.91	\$	(1,838.60)	\$	(960.37)	\$	-	\$	47,057.94	\$	47,057.9	
1/10/24	12/16/23-12/31/23	\$	19,503.58	\$	(576.37)	\$	(378.55)	\$	-	\$	18,548.66	\$	18,548.6	
1/16/24	10/01/23-12/31/23	\$	-	\$	-	\$	-	\$	4,759.53	\$	4,759.53	\$	4,759.5	
2/9/24	01/01/24-01/31/24	\$	24,449.62	\$	(597.67)	\$	(477.04)	\$	-	\$	23,374.91	\$	23,374.9	
3/13/24	02/01/24-02/29/24	\$	7,914.74	\$	(253.96)	\$	(153.22)	\$	-	\$	7,507.56	\$	7,507.9	
otal Collected		\$	692,009.52	\$	(27,162.66)	\$	(13,296.94)	\$	-	\$	648,801.89	\$	656,309.	
ercentage Collect	ed												9	

DEBT SERVICE ASSESSMENTS

Gross Assessments \$ 1,376,976.82

Certified Net Assessments \$ 1,280,588.44

													100%
Date	Distribution	Gr	oss Assessments Received	Dis	counts/Penalties	Со	mmissions Paid	In	terest Income	Ne	et Assessments Received	Deb	t Service Fund
11/10/23	10/13/23-10/14/23	\$	20,624.81	\$	(1,059.98)	\$	(391.30)	\$	-	\$	19,173.53	\$	19,173.53
11/14/23	10/01/23-10/31/23	\$	27,486.27	\$	(1,094.99)	\$	(527.83)	\$	-	\$	25,863.45	\$	25,863.45
11/17/23	11/01/2023-11/05/23	\$	40,013.72	\$	(1,600.73)	\$	(768.26)	\$	-	\$	37,644.73	\$	37,644.73
11/24/23	11/06/23-11/12/23	\$	187,076.44	\$	(7,483.09)	\$	(3,591.87)	\$	-	\$	176,001.48	\$	176,001.48
12/8/23	11/13/23-11/22/23	\$	240,486.20	\$	(9,620.60)	\$	(4,617.31)	\$	-	\$	226,248.29	\$	226,248.29
12/21/23	11/23/23-11/30/23	\$	611,894.86	\$	(24,836.58)	\$	(11,741.17)	\$	-	\$	575,317.11	\$	575,317.11
12/29/23	12/01/23-12/15/23	\$	98,603.76	\$	(3,636.69)	\$	(1,899.34)	\$	-	\$	93,067.73	\$	93,067.73
1/10/24	12/16/23-12/31/23	\$	35,398.91	\$	(1,047.20)	\$	(687.03)	\$	-	\$	33,664.68	\$	33,664.68
2/9/24	01/01/24-01/31/24	\$	49,706.77	\$	(1,215.20)	\$	(969.83)	\$	-	\$	47,521.74	\$	47,521.74
3/13/24	02/01/24-02/29/24	\$	15,978.75	\$	(516.09)	\$	(309.25)	\$	-	\$	15,153.41	\$	15,153.41
Total Collected		\$	1,327,270.49	\$	(50,379.86)	\$	(25,503.19)	\$	- :	\$	1,234,502.74	\$	1,249,656.15
Percentage Collected	d												98%

SECTION 4



April 19, 2024

Iman Sakalla – Recording Secretary Poinciana CDD Office 219 E. Livingston Street Orlando, Florida 32801-1508

RE: <u>Poinciana Community Development District Registered Voters</u>

Dear Ms. Sakalla,

In response to your request, there are currently **5,261** voters within the Poinciana Community Development District. This number of registered voters in said District is as of **April 15, 2024**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

ou Edwards

Lori Edwards Supervisor of Elections Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

PolkElections.gov

SECTION D

SECTION 1

Item will be provided under separate cover.

1

Poinciana

Community Development District

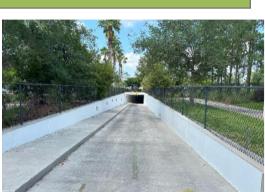


May 15, 2024 Joel Blanco - Field Services Manager GMS

Completed

Pressure Washing at Bella Viana & Venezia Tunnel

- GMS staff reviewed both the Bella Viana & Venezia Tunnel prior to pressure washing with leaves found in corners, scuff marks, and spider nest towards the ceiling of the tunnels.
- Staff scheduled pressure washing of both tunnels during golf maintenance closure schedule with golf maintenance made aware of work.
- A post-repair review was conducted and completed.
- Tunnel is free of leaves, spider nests with most scuff marks removed.
- Walls appear with a brighter tone.
- Bella Viana's restriping is scheduled for next week.





Site items

Landscape Maintenance Review



- GMS staff continues to review CDD owned landscaping as HOA transitions to Yardnique.
- The overall quality continues to remain up to satisfactory standards with easements continued to be maintained neat and tidy.
- GMS staff was made aware of feral hog rut on easement behind Verona Dr., area was reviewed and Floralawn was dispatched to flatten rut. Area was reviewed post-repair. We will continue to monitor.
- Per the district engineer's recommendation, the edge grasses surrounding the ponds have been allowed to grow fuller than expected as a means of erosion prevention, particularly as we transition into the spring/summer season.

Site Items

Aquatic Maintenance Review



- GMS staff continues to review ponds throughout the district.
- District ponds have experienced excessive algae throughout the spring months due to spring heat, lack of rain, and the high nutrient boost, than normally experienced.
- Along with algae bloom treatments throughout the district, vendor is spraying back several edge grasses that are making there way towards the middle of the pond.
- P8 was recently reviewed along with the district engineer, wash area in 2 sections were sodded but evidence of irrigation leak was visible at the west end of the pond. No ready for conveyance.

Site Items

Review of E3



- Per the board's request, a section in the field manager's report has been dedicated to E3.
- GMS staff has been on site to review the pond.
- 95% of the duckweed has been treated and no longer present in the pond with a treatment left to remove remaining duckweed at the far east portion of the pond.
- Hydrilla treatment has started, per vendor.
- Remaining aerators have been removed with no solar powered aerators present in the area.
- Proposals to repair the eroded areas will be presented by a representative of Solitude.

Site Items

Earth Day Presentation



- GMS staff was invited by the HOA to present a presentation on the CDD and its relationship with the retention ponds inside the district.
- Talking points stemmed from what a CDD is, how the stormwater system works, common recurring issues such as algae blooms, as well as fielding a Q & A with those that attended.
- Most of the residents that attended were from Poinciana West.
- A representative from Clarke was also present to field questions regarding midges.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at <u>jblanco@gmscfl.com</u> Thank you.

Respectfully,

Joel Blanco

Pond #	Date Serviced	Algae	Grasses	Submorsod Woods	No Treatment Needed	Commonts
				Submersed weeds	No freatment Needed	Comments
OD-01	4-9		X			
OD-02	4-9		Х			
OD-03	4-9		Х			
OD-04	4-9		Х			
OD-05	4-10		Х			
OD-06	4-10		Х			
OD-07	4-10		х			
OD-08	4-10		х			
OD-09	4-10		х			
OD-10	4-9		х			
OD-11	4-9		Х			
OC-01	4-25				x	
OC-02	4-25				x	
OC-03	4-25				x	
OC-06A	4-25				x	
OC-06B	4-25				x	
OC-08	4-25				x	
OC-09	4-17			x	^	
OC-10	4-17			^	×	
OC-10 OC-11	4-17		v		X	
			X			
OC-12	4-9		X			
OC-13	4-9		X			
OC-14	4-9		Х			
OC-15	4-17				x	
OC-16	4-9		Х			
OC-17	4-17		x			
OC-18	4-17				x	
OC-19	4-17		x			
OC-20	4-9		Х			
OB-01	4-16				x	
OB-05	4-16		x			
OB-06	4-16		x			
OB-11	4-10		x			
OB-15	4-10		x			
OB-16	4-10		x			
OF-07	4-10				x	
OA-01	4-16		x			
OA-02	4-16		x			
OA-03	4-2		X			
OA-04	4-2		X			
OA-05	4-2		X			
OA-06	4-2		X			
OA-00 OA-07	4-2		X			
OA-07 OA-08	4-2		X			
OA-08 OA-09	4-2		X			
OA-10A	4-2		X			
OA-10B	4-2		X			
OA-11	4-2		X			
OA-12	4-2		X			
OA-13	4-2		Х			
OA-20	4-16		x			
OA-21	4-16		х			
OA-22	4-16		x			
00-POLK						
OE-01	4-23		x			
OE-02	4-23		x			
OE-03	4-4		Х			DUCKWEED
OE-05	4-23		x			

Pond # D	ate Serviced	Algae	Grasses	Submersed Weeds	No Treatment Needed	Comments
OE-06 4	-23		x			
OE-08 4	-23		x			
OE-11 4	-23		x			
OE-15 4	-23		x			
OE-18 4	-23		x			
OE-19 4	-23		x			
OE-21 4	-23		x			
OE-31	4-4		х			DUCKWEED
P-1 4	-17				х	
P-2 4	-17				х	
P-3 4	-17				x	
P-4 4	-17				x	
P-5 4	-17				x	
P-6 4	-17				x	
P-8 4	-17				x	
P-9 4	-17				x	
P-10 4	-17				x	
P-11 4	-17				x	
P-13 4	-17				х	
P-14 4	-17				x	
P-15 4	-17				x	
5A-P-16 4	-17				x	
5C-P-16 4	-17				x	
OS-3 4	-17				x	
5E-W-C-3 4	-17				x	
P-1F 4	-17				x	
Canal 1			x			

Clarke

Poinciana Community Development Dist (S07800) - Service Report

Treatment Date	Service Order No	Asgmt	Arg No	Technician	Primary Licensee Name	Primary License Name	Primary License No	Customer Address	Customer City	Customer State	Customer Zip
03/26/2024	0000209982	1 (0)	1000004815	Elek Foos	Elek Foos	Applicator ID	PENDING	Cypress Pkwy. and Solivita Blvd.	Poinciana	FL	34759

Job Instructions

Comments

Precipitat	tion Clou	id Cover %	Wind Veloci	Wind Directi	on	Temperature	Or	The Job Minutes	Job Timesta Start	mp Job Timesta End	amp Job Status	Service Kit
Clear			1-10 M	PH North		86		8	03/26/2024 17	7:04 PM 03/26/2024 1	7:12 PM Complete	KIS1768 - Nat G30 12 Ibs per acre
Site ID	Latitude	Longitude	Treated Acreage	Chemical	Used Quantity	Dosage Rate	Actual Dosage Rate	Treatment Site Time	Units Treated	Action Threshold	Adverse Effects Check	
001-0001	28.141	-81.4753	4.945	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	11.600 lbs	0.59 lbs	0.000		4.94535 acres	Habitat Conditions	Yes	
001-0002	28.1425	-81.4672	0.717	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	2.900 lbs	0.15 lbs	0.000		0.717361 acres	Habitat Conditions	Yes	
001-0003	28.1399	-81.4681	3.790	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	8.000 lbs	0.40 lbs	0.000		3.78995 acres	Habitat Conditions	Yes	
001-0004	28.1379	-81.4648	0.520	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	3.000 lbs	0.15 lbs	0.000		0.51978 acres	Habitat Conditions	Yes	
001-0005	28.1349	-81.4643	10.952	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	21.400 lbs	1.08 lbs	0.000		10.9519 acres	Habitat Conditions	Yes	
001-0006	28.1321	-81.4613	3.387	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	12.100 lbs	0.61 lbs	0.000		3.38666 acres	Habitat Conditions	Yes	
001-0007	28.1273	-81.4778	3.560	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	8.200 lbs	0.41 lbs	0.000		3.56008 acres	Habitat Conditions	Yes	

Site ID	Latitude	Longitude	Treated Acreage	Chemical	Used Quantity	Dosage Rate	Actual Dosage Rate	Treatment Site Time	Units Treated	Action Threshold	Adverse Effects Check
001-0008	28.1269	-81.4701	5.062	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	10.600 lbs	0.54 lbs	0.000		5.06229 acres	Habitat Conditions	Yes
001-0009	28.1257	-81.4691	0.903	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	3.400 lbs	0.17 lbs	0.000		0.902916 acres	Habitat Conditions	Yes
001-0010	28.1247	-81.4695	2.206	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	6.200 lbs	0.31 lbs	0.000		2.20609 acres	Habitat Conditions	Yes
001-0011	28.1235	-81.4709	3.934	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	9.100 lbs	0.46 lbs	0.000		3.93387 acres	Habitat Conditions	Yes
001-0012	28.1219	-81.4698	6.862	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	12.600 lbs	0.64 lbs	0.000		6.86224 acres	Habitat Conditions	Yes
001-0013	28.1193	-81.4713	2.869	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	8.000 lbs	0.40 lbs	0.000		2.86863 acres	Habitat Conditions	Yes
001-0014	28.116	-81.4848	7.929	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	13.000 lbs	0.66 lbs	0.000		7.92858 acres	Habitat Conditions	Yes
001-0015	28.1125	-81.4837	9.107	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	14.200 lbs	0.72 lbs	0.000		9.10661 acres	Habitat Conditions	Yes
001-0016	28.1097	-81.4872	10.991	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	15.200 lbs	0.77 lbs	0.000		10.9914 acres	Habitat Conditions	Yes
001-0017	28.1098	-81.4921	7.282	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	11.600 lbs	0.59 lbs	0.000		7.28245 acres	Habitat Conditions	Yes
001-0018	28.1138	-81.4918	13.093	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	17.300 lbs	0.87 lbs	0.000		13.0926 acres	Habitat Conditions	Yes

Site ID	Latitude	Longitude	Treated Acreage	Chemical	Used Quantity	Dosage Rate	Actual Dosage Rate	Treatment Site Time	Units Treated	Action Threshold	Adverse Effects Check
001-0019	28.1208	-81.4961	1.462	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	5.500 lbs	0.28 lbs	0.000		1.46234 acres	Habitat Conditions	Yes
001-0020	28.1233	-81.4965	4.154	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	8.900 lbs	0.45 lbs	0.000		4.15448 acres	Habitat Conditions	Yes
001-0021	28.1369	-81.487	3.020	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	6.300 lbs	0.32 lbs	0.000		3.0199 acres	Habitat Conditions	Yes
001-0022	28.1334	-81.4897	2.851	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	4.700 lbs	0.24 lbs	0.000		2.8512 acres	Habitat Conditions	Yes
001-0023	28.1303	-81.4928	9.630	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	23.600 lbs	1.19 lbs	0.000		9.63025 acres	Habitat Conditions	Yes

Clarke 3036 Michigan Avenue

Kissimmee, FL 34744 (800) 443-2034

Clarke

Poinciana Community Development Dist (S07800) - Service Report

Treatment Date	Service Order No	Asgmt	Arg No	Technician	Primary Licensee Name	Primary License Name	Primary License No	Customer Address	Customer City	Customer State	Customer Zip
04/24/2024	0000209984	1 (0)	1000004815	Elek Foos	Elek Foos	Applicator ID	JE350894	Cypress Pkwy. and Solivita Blvd.	Poinciana	FL	34759

Job Instructions

Comments

Precipita	tion Clou	d Cover %	Wind Veloci	Wind Direct ty	ion	Temperature	On 1	The Job Minutes	Job Timesta Start	mp	Job Timestam End	р	Job Status	Service Kit
Clear			1-10 M	PH North		78		9	04/24/2024 17	7:00 PM	04/24/2024 17:0	9 PM	Complete	KIS1768 - Nat G30 12 lbs per acre
Site ID	Latitude	Longitude	Treated Acreage	Chemical	Used Quantity	Dosage Rate	Actual Dosage Rate	Treatment Site Time	Units Treated	Action	n Threshold	Adve Effe Che	cts	
001-0001	28.141	-81.4753	4.945	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	11.600 lbs	0.59 lbs	0.000		4.94535 acres	Habita	at Conditions	Ye	25	
001-0002	28.1425	-81.4672	0.717	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	2.900 lbs	0.15 lbs	0.000		0.717361 acres	Habita	at Conditions	Ye	95	
001-0003	28.1399	-81.4681	3.790	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	8.000 lbs	0.40 lbs	0.000		3.78995 acres	Habita	at Conditions	Ye	95	
001-0004	28.1379	-81.4648	0.520	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	3.000 lbs	0.15 lbs	0.000		0.51978 acres	Habita	at Conditions	Ye	95	
001-0005	28.1349	-81.4643	10.952	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	21.400 lbs	1.08 lbs	0.000		10.9519 acres	Habita	at Conditions	Ye	25	
001-0006	28.1321	-81.4613	3.387	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	12.100 lbs	0.61 lbs	0.000		3.38666 acres	Habita	at Conditions	Ye	95	
001-0007	28.1273	-81.4778	3.560	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	8.200 lbs	0.41 lbs	0.000		3.56008 acres	Habita	at Conditions	Ye	95	

Site ID	Latitude	Longitude	Treated Acreage	Chemical	Used Quantity	Dosage Rate	Actual Dosage Rate	Treatment Site Time	Units Treated	Action Threshold	Adverse Effects Check
001-0008	28.1269	-81.4701	5.062	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	10.600 lbs	0.54 lbs	0.000		5.06229 acres	Habitat Conditions	Yes
001-0009	28.1257	-81.4691	0.903	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	3.400 lbs	0.17 lbs	0.000		0.902916 acres	Habitat Conditions	Yes
001-0010	28.1247	-81.4695	2.206	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	6.200 lbs	0.31 lbs	0.000		2.20609 acres	Habitat Conditions	Yes
001-0011	28.1235	-81.4709	3.934	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	9.100 lbs	0.46 lbs	0.000		3.93387 acres	Habitat Conditions	Yes
001-0012	28.1219	-81.4698	6.862	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	12.600 lbs	0.64 lbs	0.000		6.86224 acres	Habitat Conditions	Yes
001-0013	28.1193	-81.4713	2.869	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	8.000 lbs	0.40 lbs	0.000		2.86863 acres	Habitat Conditions	Yes
001-0014	28.116	-81.4848	7.929	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	13.000 lbs	0.66 lbs	0.000		7.92858 acres	Habitat Conditions	Yes
001-0015	28.1125	-81.4837	9.107	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	14.200 lbs	0.72 lbs	0.000		9.10661 acres	Habitat Conditions	Yes
001-0016	28.1097	-81.4872	10.991	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	15.200 lbs	0.77 lbs	0.000		10.9914 acres	Habitat Conditions	Yes
001-0017	28.1098	-81.4921	7.282	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	11.600 lbs	0.59 lbs	0.000		7.28245 acres	Habitat Conditions	Yes
001-0018	28.1138	-81.4918	13.093	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	17.300 lbs	0.87 lbs	0.000		13.0926 acres	Habitat Conditions	Yes

Site ID	Latitude	Longitude	Treated Acreage	Chemical	Used Quantity	Dosage Rate	Actual Dosage Rate	Treatment Site Time	Units Treated	Action Threshold	Adverse Effects Check
001-0019	28.1208	-81.4961	1.462	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	5.500 lbs	0.28 lbs	0.000		1.46234 acres	Habitat Conditions	Yes
001-0020	28.1233	-81.4965	4.154	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	8.900 lbs	0.45 lbs	0.000		4.15448 acres	Habitat Conditions	Yes
001-0021	28.1369	-81.487	3.020	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	6.300 lbs	0.32 lbs	0.000		3.0199 acres	Habitat Conditions	Yes
001-0022	28.1334	-81.4897	2.851	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	4.700 lbs	0.24 lbs	0.000		2.8512 acres	Habitat Conditions	Yes
001-0023	28.1303	-81.4928	9.630	SV11820 - NATULAR G30 GRANULE 40LB BAG EPA #: 8329-83	23.600 lbs	1.19 lbs	0.000		9.63025 acres	Habitat Conditions	Yes

Clarke 3036 Michigan Avenue

Kissimmee, FL 34744 (800) 443-2034

Date Resident	: 4	Address	Contact Given	Pond	Complaint	Assigned To	Resolution	Date Resolved
4/15/2024 Arlene Mill	er 4	4013 Via Toledo Ct		P3	Landscaper mowed too close to pond, grass clippings flung into pond	Joel/Vendor	Reviewed and reminded vendor grass clippings to blow away from pond.	4/15/24
4/15/2024 No name g	iven V	Venezia Tunnel			Venezia tunnel in need of cleaning/pressure washing	Joel	Reviewed with pressure washing scheduled for May.	04/17/2024
4/15/2024 James Kl	ym !	560 Genoa Dr.			Dead trees in preserve area	Joel	Left voicemail; Preserve area cannot be cut; anything on resident's property is resident's responsibility	04/15/24
4/15/2024 Karen Harri	is I	No address given			Dead trees in preserve area	Joel	Preserve area cannot be cut; anything on resident's property is resident's responsibility	04/17/2024
4/17/2024 Diane Sir	mmons	120 Vizcaya Ct.		E31	Algae growth persistent	Joel/Vendor	Reviewed area and scheduled vendor for treatment.	4/17/24
4/17/2024 Sharon N	Aorin :	377 Acadia Dr.		PC12	Overgrown weeds around pond, algae	Joel/Vendor	Treatment scheduled	04/17/2024
4/17/2024 Marjorie	Morand	417 Grand Canal Dr.		PA911	Pond eroding her backyard	Joel	Area was reviewed. Small erosion at bank getting in contact with vendor for plantings.	4/18/24
4/18/2024 Sabine W	Vells 8	816 Shorehaven Dr.		PD7	Midge issue	Joel/Vendor	Treatment to be scheduled	04/18/24
04/19/2024 Alyce Pay	ycher (633 Davinci Pass			Bottles/Debris in stormwater drain inlet	Joel	Area will be reviewed.	04/19/2024
04/23/2024 Jan Gripp	p			C4	Landscaper cut grass too short around the pond	Joel	Spoke to resident in person; will review and address as needed	04/23/2024
04/24/2024 Bill Boye	r :	1026 Umbria Dr.		P6	Algae/grass islands in pond	Joel/Vendor	Treatment scheduled	04/24/2024
4/25/2024 Kenneth	Bridges	605 San Raphael St.		R1	Plot of land not being mowed	Joel	Reviewed area, area is HOA. Informed HOA.	04/25/2024
4/29/2024 Susan Du	uncan	190 Prima Dr		D11	Gnats/midges	Joel	Scheduled treatment.	04/29/2024
5/2/2024 Donna and	Wayne Hamilton	219 Treviso Dr.		1F	Overgrown weeds around pond	Joel	Reviewed area. Explained to residents about edge grasses growing fuller for erosion prevention.	05/02/2024
5/4/2024 Scott He	rsh .	157 Sorrento Rd.		E2	Algae, plants growing in water	Joel	Pond already treated, will monitor; advised resident on Polk Co. Mosquito Control Program	5/3/24
5/4/2024 SCOLL HE		157 Soffenito Ru.		CZ.	Algae, plants growing in water	JOEI	Pond already treated, will monitor; advised resident on Polk Co.	5/5/24
5/5/2024 George S	Schmalhofer	3907 Via Mazzini Court		P16	Algae growth, mosquitoes	Joel	Mosquito Control Program Pond already treated, will monitor; advised resident on Polk Co.	05/03/2024
5/5/2024 Ann Sink	inson	3913 Via Mazzini Court		P16	Algae growth, mosquitoes	Joel	Mosquito Control Program Pond already treated, will monitor; advised resident on Polk Co.	5/3/24
5/5/2024 Gladys C	one	3925 Via Mazzini Court		P16	Algae growth, mosquitoes	Joel	Mosquito Control Program	05/03/2024
5/6/2024 Richard E	Burton !	516 Lago Matisse St.		P14	Overgrown grass around pond	Joel	Left voicemail.	05/06/2024
5/7/2024 Daisy	:	707 Via Como St.		P6	New resident; questions about pond maintenance	Joel	Advised resident on maintenance of edge grasses to prevent erosion and algae treatment; pond to be reviewed	
5/7/2024 Katherin	e & Anthony Pizzo	3919 Via Mazzini Court		P16	Algae growth, mosquitoes	Joel	Pond already treated, will monitor; advised resident on Polk Co. Mosquito Control Program	05/08/2024
5/7/2024 Richard E		516 Lago Matisse St.		P14	Overgrown grass around pond	Joel	Will review landscaping around the pond, explained edge grasses growi	
5/8/2024 Richard Ma		3912 Via Mazzini Court		P14 P16	Algae growth	Joel		5/9/24
5/8/2024 Richard Ma 5/8/2024 Steve Wi		4026 Via Toledo Court		P16	Algae growth	Joel	Pond already treated, will monitor Pond already treated, will monitor	05/09/2024
JOJZUZ4 SLEVE WI	marrison 4	HOZO VIA TOIEGO COUTE		P.10	Algae growur	1081	ronu ancauy ucalcu, will monitor	05/09/2024