Poinciana
Community Development District

Agenda Package

September 18, 2024

AGENDA

Poinciana
Community Development District

Meeting Agenda

Wednesday
September 18, 2024
12:00 PM

The Gator Room
385 Village Drive
Poinciana, Florida

<u>Zoom Information for Members of the Public:</u>
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 July 17, 2024 Meeting
5. Consideration of Renewal of Agreement for Midge Management Services with Clarke
6. Consideration of Renewal of Agreement for Pond Maintenance Services with SOLitude
7. Consideration of Agreement for Landscape Services with Floralawn
8. Review of Request to Install Holiday Lighting on CDD Tract
9. Consideration of Resolution 2024-10 Approving Conveyance of Pond Tract
10. Consideration of Audit Engagement Letter for Fiscal Year 2024 from Grau & Associates
11. Consideration of License Agreement for Drain Improvement at 371 Bella Cortina Drive
12. Review and Consideration of Duke Energy Florida, LLC Utility Easement on Marigold Avenue
13. Staff Reports
    A. Attorney
        i. Presentation of Memorandum on New Affidavit Requirement for Governmental Entities
    B. Engineer
    C. District Manager
        i. Action Items List
        ii. Approval of Check Register
        iii. Balance Sheet and Income Statement
    D. Field Manager's Report
        i. Consideration of Proposal for Quarterly Lift Station Maintenance
        ii. Field Manager's Report
        iii. Pond Maintenance Report
        iv. Midge Management Report
        v. Customer Complaint Log
14. Supervisor's Requests
    A. Notice of HOA Bear Workshop
15. Other Business
16. General Audience Comments
17. Next Meeting Date – **<u>October 16, 2024 12:00 PM; The Gator Room</u>**
18. 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, **July 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	Chairman
Robert Zimbardi	Vice Chairman
Jon Cameron *via Zoom*	Assistant Secretary
Anita Nelson	Assistant Secretary
Rick McKelvey *via Zoom*	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Monica Virgen	GMS
Jan Carpenter	District Counsel
Kathy Leo	District Engineer
Clayton Smith	Field Manager
Joel Blanco	Field Services
Lita Epstein *via Zoom*	Solivita HOA
Residents	

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

FIRST ORDER OF BUSINESS **Roll Call**

Ms. Adams called the meeting to order and called the roll at 12:04 p.m. Mr. Reed, Mr. Zimbardi and Ms. Nelson were present in person and Mr. Cameron and Mr. McKelvey were present via Zoom.

SECOND ORDER OF BUSNESS **Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS Public Comment Period on Agenda Items

Ms. Adams opened the general audience comment period.

- Ms. Marjorie Welby of 108 Trivoli Trace Court requested that the Board do the right thing for the owners that live on Pond E3, as their fees were increasing $60 per year and they paid a premium for a water view, as she understood from Mr. Blanco, that they were not looking at this part of the pond for remediation.
- Ms. Rose Kerr of 389 Sorrento Road lived in Bella Viana and complained about the torpedo grass, which was completely out of control.
- Ms. Ellen Grover of Rainbow Lakes voiced concern about the trees that were on a tilt, as branches were going on resident's homes, especially in Phase 1.

Ms. Adams indicated that the Poinciana Community Development District (CDD) owned and maintained the stormwater system, ponds, and two golf cart tunnels. However, private property or property owned by the HOA, should be handled by the HOA management team. There being no further comments, Ms. Adams closed the audience comments period.

FOURTH ORDER OF BUSINESS Presentation on Erosion Repair

A. Review of Proposal for Erosion Repair

Mr. Blanco presented a PowerPoint for erosion restoration on Pond E3 for: 1) The top portion by the Corsica Way cul-de-sac, which was 265 feet; 2) 164 feet of Sorrento Road and 3) Left of Amalfi Lane cul-de-sac, which was 354 feet. Pictures of these areas were provided to Solitude. Mr. Blanco drove through these areas in a golf cart and noted that it was fairly steep. Solitude provided a proposal for DredgeSOX restoration, to repair areas in need of repairs, removing any debris or trash, grading if needed, backfilling, once the DredgeSOX was staked to the existing bank. Once stabilized, sod would be installed throughout and aquatic plantings would be installed on the resident side. The benefits of DredgeSOX were that it self-tightens, due to high weight displacement, attaches directly to the intact shore and not the unstable shore bed, had exceptional water retention for vigorous growth of new vegetation and superior buffering and filtering results. Solitude provided the following options in their proposal: Option 1 -$42,665 for Section 1 (Corsica Way), Option 2 - $28,700 for Section 2 (Sorrento Road), Option 3 - $55,614 for Section 3 (Amalfi Lane) and Option 4 - $117,450 for Sections 1, 2 and 3 (Corsica Way, Sorrento Road and Almalfi Lane). It would take one week to complete the work per option

and two weeks for all three options. There were separate mobilization and stage costs for Options 1 and 3, but a one-time cost for Option 4.

Ms. Nelson questioned where they would get the money from. Ms. Adams explained that this project was not funded as part of the current fiscal year. There was $12,000 in contingency funds, which were depleted. However, since this Board did a good of controlling expenses, there were surplus funds, as well as available cash in the General Fund. The Board had the ability to approve this expense as part of the current fiscal year. Ms. Nelson asked if the budget could be increased next year to cover the $117,450 for all three options, what dredging would do for the pond and whether it was better to include plantings. Ms. Adams indicated that the budget could not be increased above and beyond what was already noticed for the public hearing, as all property owners received mailed notices regarding the proposed increase, but the Board had the ability to decrease the transfer-out to the capital reserve or fund the project out of the Capital Reserve Fund. Mr. Blanco explained that it was more of a restoration, as Pond E3 was considered to be a retention pond that flows between Ponds E1 and E2 and would not affect the stormwater function of the pond. The difference between a retention pond and a detention pond, was that a retention pond would retain water and a detention pond was a shallow area that disperses water quicker. Ms. Nelson questioned whether additional ponds would have this issue and if it needed to be budgeted. Mr. Blanco stated that he received complaints regarding erosion and due to the reduction of water levels, there was heavy erosion within those ponds, but since it rained and water levels increase, it was not as bad and the worst areas were sections of E3.

Mr. Smith indicated since the east side of Poinciana, was older than the west side and they were changing their maintenance approach, as recommended by the District Engineer, to allow shoreline grasses to stabilize the pond bank and prevent erosion. At this time, the only pond that was a safety concern, was Pond E3. Some residents did not agree with it, as they had a different opinion on how the pond should look, but there were State mandates and the current maintenance approach is allowing the vegetation to grow in 3 feet from the perimeter. The vegetation also helps with the retention ponds were full of nutrients from runoff from homes, to prevent algae blooms and other issues. However, in Poinciana, they had to balance the aesthetics with the purpose of the pond and the purpose of the DredgeSOX was to stabilize the pond bank, the vendor would not be doing any dredging as part of these repairs. There were safety concerns about people falling into those areas. Mr. Blanco noted there was light erosion on some of the

other ponds, which they would monitor, but Pond E3 was a top concern. Mr. Cameron questioned whether any other vendor provided quotes for the erosion restoration, as requested by the Board. Mr. Blanco stated that they provided different options, as the original proposal was $316,000 and it was scaled down to the most affected areas. They reached out to other vendors about more conventional repairs, but restoring the entire pond to the original condition, was more expensive and would not be as effective. In his opinion, this was the best option. Ms. Leo indicated that she spoke to some contractors about a traditional repair, but a silt fence must be installed, to stabilize the entire pond, which would be more expensive and obtrusive than what was proposed by DredgeSOX. Mr. Reed noted that one of the problems that residents had, was effective communication and information; however, there were over 100 ponds in Solivita and this proposed repair was not even one-third of the ponds. If they continued to have these issues, the cost would be excessive, they were not used to these types of expenses and recommended having a workshop to discuss other alternatives. Ms. Adams offered for staff to provide further information at a future meeting versus at a workshop, for the sake of efficiency, as the Board met monthly.

Ms. Nelson questioned whether the DredgeSOX would solve the safety problems in Pond E3. Mr. Jared Reno, a Regional Technical Expert in the State of Florida for DredgeSOX Eroded Solutions, explained if the CDD re-graded their shorelines, they were going to have the same issue and a DredgeSOX puts a protective layer between the water body and the sediment, so it did not wash away. This was a permanent solution. It was a bioengineered, living shoreline, which would continuously allow water to flow in and out, but not allow sediment to escape on the shoreline, which stopped erosion from occurring. Mr. Reno installed DredgeSOXs on many CDD, HOA and golf course ponds and offered to spend a day, completing a full survey of every single pond, to determine the most severe areas. Mr. Reed did not need Mr. Reno to survey the ponds, as the District had an engineer perform the inspections each year, but his concern was with the cost. Mr. Reed stated they could break out the work into phases or plantings could be installed, to keep the erosion from reoccurring and provide more time to deal with the expenses.

Mr. Zimbardi felt that there were no other solutions other than the DredgeSOX. Mr. Reed felt that this was the Cadillac option, but the Board was responsible for controlling costs and they needed a long-range 5, 10, 20-year plan. Mr. Blanco pointed out that it was an expensive endeavor to have the District Engineer review every single pond and provide a large-scale scope.

In his review of the ponds, he did not see anything as catastrophic as Pond E3, which was why they recommended plants, to allow the beds to grow in, repair the erosion on a case-by-case basis and continue to budget for it. While $117,450 was a great deal of money, it was not a major amount for this community and they did not need to do all three sections at once, as different approaches could be used. Mr. Reed agreed with having plants, as Pond E3 did not have any plants on it, like other ponds, which controlled erosion. Mr. Blanco reported that they had several issues with Pond E3, due to wind and waves crashing against the bank, causing the erosion and if there were plants, it would break up the force of the wind hitting the banks. Regarding the long-term vision of the ponds, Mr. Blanco recommended being vigilant about any reported issues and handling them as quickly as possible, as well as doing a comprehensive cleaning of the stormwater system. Mr. Cameron asked if there was a set per square foot price. Mr. Reno indicated that there was no set square footage price, as it was dependent on the amount of shoreline.

> Ms. Nelson moved to approve Option #4 of the Solitude Lake Management proposal for DredgeSOX restoration on Pond E3 in the amount of $117,450 and Mr. McKelvey seconded the motion.

Mr. Zimbardi asked if this was for all three ponds in E3. Ms. Adams confirmed that Option #4 included all three sections and there was a savings on mobilization costs. Discussion ensued.

> On VOICE VOTE with Mr. Zimbardi, Mr. Cameron, Ms. Nelson and Mr. in favor and Mr. Reed dissenting, Option #4 of the Solitude Lake Management proposal for DredgeSOX restoration on Pond E3 in the amount of $117,450 was approved 4-1.

FIFTH ORDER OF BUSINESS **Review of Proposal for Aquatic Plantings on Pond E3**

Mr. Blanco presented a proposal from Solitude for aquatic plantings on Pond E3 in the amount of $13,500. It would include a mixture of Spikerush, Duck Potato (Yellow Canna) and Pickerelweed on the resident side, which was requested by Mr. Reed. This planting would prevent the pond bank from further eroding and would be completed after the DredgeSOX was

installed. Ms. Nelson questioned where the funds were coming from. Ms. Adams confirmed that there were surplus funds, as it was not budgeted; however, there was a line item for stormwater repairs and a few thousand dollars budgeted for plant replacements. Mr. Reed questioned the amount in reserves. Ms. Adams indicated the current capital reserve balance was $154,463 and there was a slight surplus in the General Fund, with the District being $7,400 under budget for Administrative expenditures and $82,000 under budget for Field expenditures. Mr. Zimbardi questioned how the Board was supposed to evaluate a heavy planting versus a moderate and light planting. Mr. Smith stated there would be 5,000 rows of Spikerush, 3,000 rows of Pickerelweed and 1,000 rows of Duck Potato. In the past, most of the plantings were moderate. The idea was to fill in the lake bank. Mr. Blanco explained that they were trying to implement 80% aquatic plantings and a 20% gap. Mr. Reed was in favor of having plantings but preferred them at a maximum height of 3 feet.

> On MOTION by Ms. Nelson seconded by Mr. Reed with all in favor the Solitude Lake Management proposal for aquatic plantings in the amount of $13,500 was approved.

SIXTH ORDER OF BUSINESS **Ranking and Review of Proposals for Landscape Services and Selection of Landscape Vendor**

Ms. Adams stated as a Florida Government, when contracts were at a certain threshold, the District was required to undergo a public bid process. The Poinciana CDD was in such a situation with the landscape service, as the incumbent service provider reached the end of their five-year agreement, which required this project to go out for bid. The Board authorized a Request for Proposal (RFP) and project manual for landscape maintenance services and proposals were received from Down to Earth, Floralawn, Rotolo, United, Weber/Continuum, Yardnique and Yellowstone. At the request of the Board, all vendors were asked to attend this meeting, to provide a brief three-to-five-minute presentation and answer any questions. Each provider would present in alphabetical order and all providers left the room, with the exception of Down to Earth.

A. Down to Earth

Mr. Dennis Milavec, Business Development Manager with Down to Earth, introduced his team and presented their qualifications. They have been in business for over 35 years and had over 60 branches in Florida. The branch closest to Poinciana, would be on Patch Road, which was operated by Ms. Kehana Burnett. A question-and-answer period ensued by Board Members and Mr. Milavec and his team left the meeting.

B. Floralawn

Mr. Brian Boyett, VP of Sales with Floralawn introduced himself and his team and presented their qualifications. Floralawn had provided landscape services previously. They have been in business for 30 years and had the capabilities to perform the services. Mr. Brad Thompson and Mr. Omar Lopez evaluated the property. When opportunities or challenges presented themselves, Floralawn was willing to adapt and provide solutions, sometimes at no charge. Their proposal included a price to maintain the property, as they understood how important budgets were for a community this size and the impact it had on the entire community. A question-and-answer period ensued by Board Members and Mr. Boyett and his team left the meeting.

C. Rotolo

Mr. Ryan Rotolo with Rotolo Consultants, Inc. (RCI), Mr. Scott Brewer, Corporate Strategy Manager and Ms. Madeline Rotolo, introduced themselves and presented their qualifications. They provided services to some HOAs and CDDs in the Florida area and recently expanded to Orlando. Mr. Brewer and Ms. Rotolo toured the property, provided the prices and photos. Even though their price was significantly lower than the other proposers, they felt confident in their pricing, especially the 32 mowing frequency up to the edge of the incline from the pond banks. A question-and-answer period ensued by Board Members and Mr. Rotolo, Mr. Brewer and Ms. Rotolo left the meeting.

D. United

Mr. Chris Marquess with Client Relations and Business Development for United Land Services introduced himself and presented their qualifications. They were new to Central Florida and they were now operating in four States. They had six branches within the Central Florida area, with one branch 20 minutes from Solivita. They do so much more than landscaping

services, providing construction, maintenance, irrigation and agronomic services. There was also an Arborist. A question-and-answer period ensued by Board Members and Mr. Marquess left the meeting.

E. Weber/Continuum

Mr. Bernie Frascarelli, VP of Sales with Weber/Continuum and Mr. Miguel Botto, Director of Exterior Services, introduced themselves and presented their qualifications. They have been in business for over 30 years and provided services for high end communities. There were multiple levels of control with an Account Manager and Operations Manager providing oversight on a weekly basis and communicating with Mr. Blanco. A question-and-answer period ensued by Board Members and Mr. Frascarelli and Mr. Botto left the meeting.

F. Yardnique

Mr. Matt Hannan, Business of Development of Yardnique and Mr. Matt Siebert, Branch Manager, introduced themselves and presented their qualifications. They have about 120 employees. and were 12 minutes from Solivita. A question-and-answer period ensued by Board Members and Mr. Hannan and Mr. Siebert left the meeting

G. Yellowstone

Ms. Nicole Ailes, Business Development Manager from Yellowstone Landscape, introduced herself and presented their qualifications. They started in 2008 in Florida and have grown significantly, having offices in 18 different States, 15 branches in Florida and four local branches. Their Kissimmee branch was off of Poinciana Boulevard, which would be the local branch, having over 120 employees. Their Account Manager, Mr. Elisamuel Flores, would be the point of contact. A question-and-answer period ensued by Board Members and Ms. Ailes left the meeting

Ms. Adams presented a ranking form with evaluation criteria. The Board could either provide individual or consensus rankings. Mr. Smith, who oversees many landscape service contracts, evaluated each proposal and provided the following ranking: 1) **Floralawn** – 94.84 points, 2) **United** – 91.6 points, 3) **Yellowstone** – 91.28 points, 4) **Down to Earth** – 84.25 points, 5) **Weber/Continuum** – 82.02 points, 6) **Yardnique** – 76.77 points and **RCI** – 76 points. Mr. Smith pointed out that he ranked Floralawn the highest based on their personnel, experience,

price, understanding of the scope of work and familiarity with the property, being onsite since 2016. Yardnique and Rotolo were ranked the lowest, because Yardnique had not been in business for a long time and generated little to no revenue and Rotolo only listed one mower in their proposal and bid a low price, which reflected that they did not understand the scope. Mr. Cameron questioned whether the Shorehaven Park area was discussed with the bidders. Mr. Smith confirmed for this bid, staff decided not to include the supplemental HOA areas. Mr. Cameron pointed that the District was required to maintain Shorehaven, until this matter was resolved and there must be an addendum to the scope of services and asked if staff checked references. Ms. Adams indicated that she reviewed the references and was surprised to see that Down to Earth listed the Rolling Oaks CDD as a reference, as they were no longer the landscape provider. Mr. Cameron disagreed with Yardnique's ranking, as they were a North Carolina business, having been in Florida for several years, with $200,000 and $900,000 contracts; however, even if they received the full 10 points, they would not rank higher. Ms. Adams pointed out that the Board was not required to select a landscape service provider today, but did not see any reason to defer it, as staff was planning to start a new landscape service agreement on October 1st. Mr. Cameron voiced concern about confusion in the community with two CDDs and an HOA. Mr. Reed felt that was a good point, as residents should be informed; however, he agreed with the ranking provided by Mr. Smith, as the numbers were fair and reasonable.

Mr. Reed moved to rank Floralawn as the number one ranked firm for landscape services and Ms. Nelson seconded the motion.

Mr. Cameron asked if the motion was to award the landscape maintenance contract to Floralawn as the highest ranked firm. Ms. Adams agreed and requested that the motion also include authorizing the preparation of a Landscape Services Agreement to be presented to the Board at a future meeting for approval. Mr. Reed requested that GMS provide oversite, so that Floralawn did not get complacent.

> On VOICE VOTE with all in favor amending the prior motion to award the landscape services contract to Floralawn as the number one ranked firm and authorizing the preparation of a Landscape Services Agreement to be presented to the Board at a future meeting for approval was approved.

Mr. Cameron recalled at the last meeting, the Board discussed having their vendor monitor dead trees and other issues that needed attention and requested that this language be included in the agreement. Ms. Carpenter would include it. Mr. Blanco confirmed that the new scope was more descriptive in these details. Mr. Reed proposed hiring Floralawn to manage the reclaimed water system. Ms. Adams explained that the CDD had a current agreement with the Association for reclaimed water management. Mr. Reed pointed out that the CDD had irrigation pipes on some CDD property, which they did not know about in the past and did not want any confusion over who was responsible to maintain it, which was the HOA.

SEVENTH ORDER OF BUSINESS **Approval of Minutes of the June 16, 2024 Meeting**

Ms. Nelson stated the motions on Pages 4 and 7 should be changed from, *"Mr. Nelson"* to *"Ms. Nelson."* Ms. Carpenter requested that the last two sentences under her report be deleted.

> On MOTION by Ms. Nelson seconded by Mr. Reed with all in favor the Minutes of the June 16, 2024 Meeting were approved as amended.

**Mr. McKelvey left the meeting at this time.*

EIGHTH ORDER OF BUSINESS **Public Hearing**

A. Public Comment Period

> On MOTION by Ms. Nelson seconded by Mr. Reed with all in favor the public hearing for the Fiscal Year 2025 budget adoption was opened.

B. Consideration of Resolution 2024-07 Adopting Fiscal Year 2025 Budget and Relating to the Annual Appropriations

Ms. Adams presented Resolution 2024-07, Adopting the Proposed Budget for Fiscal Year 2025, which starts on October 1, 2024 and runs through September 30, 2025. The proposed budget was provided to the local government of Polk County, published on the District's website and noticed in accordance with Florida Statutes. Adopting the resolution allows for appropriations in the General and Debt Service Funds and provided a provision for any future budget amendments or supplemental appropriations in Fiscal Year 2025. Attached to the resolution, was the Proposed Budget for Fiscal Year 2025. On-roll assessments were proposed at $886,925 in Fiscal Year 2025 and recognizing a conservative amount of Interest Income. There was a total of 3,896.69 platted units and that the proposed assessment per unit for Fiscal Year 2025, was $244.74, which was an increase of $60.70 per year, that will be collected on the Polk County property tax bill. For the administration of the District, there was a $2,000 difference between the current budget and Proposed Budget. The majority of the increase was due to the *Landscape Improvement Areas Contingency,* which increased due to improvements installed on CDD parcels and in *Landscape and Aquatic Control Maintenance*, following the conveyance of additional ponds that the District accepted this past fiscal year. They were also proposing a transfer out to the Capital Reserve Fund of $50,000, to replace stormwater system infrastructure. In prior years, Ms. Nelson voiced concern about the large amount of Carry Forward Surplus recognized in the past in order to balance the budget, but at this time, the budget was balanced, with proposed revenues matching proposed expenses, with no recognition of Carry Forward Surplus. The District was in a good financial position and this increase was adequate to maintain the District's resources, not only in Fiscal Year 2025, but assessments should hold steady for at least several years.

Ms. Nelson asked if they could transfer funds between debt service and capital reserve. Ms. Adams explained that the District received tax revenue from the Polk County Tax Collector and the portion for the General Fund, stayed in the General Fund account, but the portion for debt service was identified and transmitted to the Trustee, before the May and November bond payments. With the transfer-out to the Capital Reserve from the General Fund, this typically happened after they were 100% collected, to ensure that there was adequate cashflow in the General Fund. However, staff did not have these concerns about the overall cashflow, as the

Board was conscious of the budget, operated within it and was under budget for several years and had built up surplus funds. Ms. Norma Fisher of 2206 Palm Tree Drive asked if the amount charged on her xax bill each year was for debt or maintenance. Ms. Adams stated that it was the maintenance fee, which was proposed to be increased by $60 annually. The gross amount for the debt fee on the tax bill of $373.96, would not change until the debt was paid off in 2031 or paid off in a lump sum payment. The Board did not have the ability to change the amount of the debt service fee. There were no further public comments.

> On MOTION by Ms. Nelson seconded by Mr. Reed with all in favor the public hearing for the Fiscal Year 2025 budget adoption was closed.

> On MOTION by Mr. Cameron seconded by Mr. Reed with all in favor Resolution 2024-07 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations was adopted.

C. Consideration of Resolution 2024-08 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams presented Resolution 2024-08, allowing the District to use the uniform tax collection method to impose special assessments on residents' property tax bills. Attached to the resolution was the Adopted Budget and Assessment Roll for Fiscal Year 2025 and the Assessment Roll.

> On MOTION by Mr. Reed seconded by Ms. Nelson with all in favor Resolution 2024-08 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

NINTH ORDER OF BUSINESS **Approval of Fiscal Year 2025 Meeting Schedule**

Ms. Adams presented Resolution 2024-09, adopting the Fiscal Year 2025 meeting schedule, which was consistent with the prior year's meeting schedule, with meetings on the third Wednesday of each month at 12:00 p.m. in the Starlight Ballroom starting on October 16th and ending in September of 2025. There was one minor error in the address of the District's website. Meetings could be cancelled, due to lack of a quorum or relocated to another amenity space, if there was an event that required catering and was scheduled in the Ballroom.

> On MOTION by Ms. Nelson seconded by Mr. Reed with all in favor the Fiscal Year 2025 meeting schedule as amended was approved.

Mr. Cameron questioned why several parcels had a zero amount. Ms. Adams explained if someone paid it off the debt in lump sum, the District did not collect the debt service fee. The District parcels did not have debt or maintenance fees assessed.

TENTH ORDER OF BUSINESS Adoption of District Goals & Objectives

Ms. Adams recalled at the last meeting, District Counsel discussed HB 7013, which was passed in the last state Legislative session, and required CDDs to adopt annual goals and objectives. This law was imposed with an October 1st deadline to adopt the goals, with subsequent reporting requirements in December. A Memorandum was provided from the District management team, with the following suggestive goals for Fiscal Year 2025 in three required areas: 1) Community communication and engagement, 2) Infrastructure and facilities maintenance and 3) Financial transparency and accountability. Mr. Cameron noted an error in the name of the District on the Performance Measures/Standards and Annual Reporting Form. Ms. Adams believed that this was the way that the Word document converted to PDF and would verify that this was the case.

> On MOTION by Mr. Cameron seconded by Ms. Nelson with all in favor the District's goals and objectives were approved as presented.

ELEVENTH ORDER OF BUSINESS Staff Reports

A. Attorney

i. Status of License and Maintenance Agreement with HOA

Ms. Carpenter recalled at the last meeting, she was directed by the Board to begin negotiations and discussions with the HOA attorney and provided a rough draft of the proposed License and Maintenance Agreement between the District and the Solivita Community Association. Mr. Blanco and Mr. Smith provided an inventory of the improvements. She had not heard anything from the HOA attorney at this time and expected review of the agreement to take

time.. Mr. Cameron felt that the agreement was well written and appreciated Ms. Carpenter's hard work.

B. Engineer

Ms. Adams reported that Ms. Leo left the meeting.

C. District Manager

i. Action Items List

Ms. Adams stated the Action Items List was updated after the June meeting and provided to the Board for review. No Board action was required.

ii. Approval of Check Register

Ms. Adams presented the Check Register from June 1, 2024 to June 30, 2024 in the amount of $195,971.56 and a detailed run summary, which were included in the agenda package.

On MOTION by Mr. Reed seconded by Ms. Nelson with all in favor the June 1, 2024 to June 30, 2024 Check Register in the amount of $195,971.56 was approved.

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through May 31, 2024, which was included in the agenda package. The Board did a good job of controlling expenses and no Board action was required.

D. Field Manager's Report

i. Field Manager's Report

Mr. Blanco presented the Field Manager's Report, which was included in the agenda package. The concrete slab repair in the Bella Viana tunnel, was completed. The vendor placed rebar inside of the existing slab to stabilize the area during high usage. GMS posted flyers around the area and sent emails notifying residents that the tunnel would be closed, during the repair. GMS staff and the District Engineer conducted a post repair review. At the last meeting, the Board approved the removal of dead trees on Ponds A5 and B15, which was completed. A post review was conducted and the trees were flush cut and leveled, to the best of their ability. GMS staff continued to review CDD owned landscaping around the District. The landscaping

remains clean and tidy, with easements at the end of resident property lines and pond banks at appropriate height levels. Field staff continued to monitor the easement by the retention wall at PC2. Floralawn was asked to cut further into the easement, to remove vegetation and provide a cleaner view of the pond. P6 had a similar experience, but to a lesser extent and Floralawn was asked to clean out a higher edge of vegetation on the south portion of the pond. Residents on that pond were happy that the vegetation was removed.

ii. Pond Maintenance Report

Mr. Blanco presented the Pond Maintenance Report, which was included in the agenda package. Many of the ponds were experiencing high water levels and there were less algae blooms. The vendor was cutting back edge grasses that grew during the spring drought and was continuing to treat many of the island clusters, as well as overextended lily pads and minor duckweed at the north portion of Pond 6. Staff continued to review Pond E3. The hydrilla at the end of the pond, towards the golf course, was treated and it was decreasing. Algae blooms and overextended edge grasses were scheduled and treated.

iii. Midge Management Report

iv. Customer Complaint Log

Mr. Blanco presented the Midge Management Reports and Customer Complaint Logs, which were included in the agenda package. Mr. Reed questioned where an alarm sounded. Ms. Adams reported that the alarm sounded when a lift station near the tunnel was failing. It appears that a deed conveyed the tract to the District in 2015, but there was no reference to the lift station. Toho was not maintaining it. The lift station only pumped stormwater and the District historically was not paying any of the utilities or performing maintenance. This matter was still under investigation and Ms. Adams thanked field management staff for getting involved and handling it quickly. Mr. Cameron questioned whether Mr. Blanco investigated whether the tunnel needed to be power washed. Mr. Blanco was informed by the Field Manager that the tunnel looked good, but would look at it after this meeting and provide an update, as he wanted to look at it while it was dry. Mr. Reed wanted Solivita to look as good as it did, originally and to try to maintain that quality in the future. When they find an issue that was a potential safety item, like bolts sticking out of retaining walls, Mr. Reed expected it to be handled, as his expectation was that this was a construction defect, as the contractor failed to cut the bolts.

TWELFTH ORDER OF BUSINESS **Supervisor's Requests**

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS **Other Business**

There being no comments, the next item followed.

FOURTEENTH ORDER OF BUSINESS **General Audience Comments**

There being no comments, the next item followed.

FIFTEENTH ORDER OF BUSINESS **Next Meeting Date – August 21, 2024 @ 12:00 P.M. @ Starlite Ballroom**

Ms. Adams reported that the next meeting was scheduled for August 21, 2024 at 12:00 p.m.

SIXTEENTH ORDER OF BUSINESS **Adjournment**

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

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION V

SIXTH EXTENSION AND AMENDMENT TO THE MIDGE CONTROL SERVICES AGREEMENT
(POINCIANA COMMUNITY DEVELOPMENT DISTRICT)

THIS SIXTH EXTENSION AND AMENDMENT TO THE MIDGE CONTROL SERVICES AGREEMENT (the "Sixth Extension"), dated October 1, 2024, is made by and between **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "District"), and **CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**, an Illinois corporation, who is authorized to do business in the State of Florida (the "Contractor").

WHEREAS, the District and the Contractor are parties to that certain Agreement Between Poinciana Community Development District and Clarke Environmental Mosquito Management, Inc. for the Provision of Midge Control Services, dated October 1, 2018 (the "Agreement"), the Extension to the Midge Control Services Agreement, dated October 1, 2019, as extended by the Second Extension to the Midge Control Services Agreement, dated October 1, 2020, as extended by the Third Extension to the Midge Control Services Agreement, dated October 1, 2021, as extended by the Fourth Extension to the Midge Control Services Agreement, dated October 1, 2022, and as further extended by the Fifth Extension to the Midge Control Services Agreement, dated November 1, 2023, (collectively, the "Extension"), relating to the provision of midge control for property owned and/or operated by the District located in Polk County, Florida, as such services are more particularly described therein; and

WHEREAS, the Contractor and District in accordance with the provisions of the Agreement and Extension determined it to be in their best interest to extend the Agreement for an additional term of twelve (12) months, expiring September 30, 2025;

WHEREAS, in accordance with the Agreement, and upon the written agreement of both the District and Contractor, the parties hereto desire to memorialize their agreement that the term of the Agreement should be extended for an additional twelve (12) month period so that the Agreement shall remain in effect until September 30, 2025, pursuant to the 2024-25 Midge Service Agreement (the "Proposal"), prepared by the Contractor, attached hereto as **Exhibit "A."** In the event of any conflict between the terms herein and the term(s) in the Proposal, the terms herein shall prevail.

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

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.

2. That the terms of the Agreement and Extension are in full force and effect.

3. That in accordance with the Agreement and the Proposal, and in accordance with the election of the parties hereto to extend the terms of the Agreement, the term of the Agreement shall continue for an additional period of twelve (12) months until

September 30, 2025, unless terminated sooner in accordance with the Agreement. The new termination date of the Agreement shall be September 30, 2025.

4. That in accordance with the terms of the Proposal, the District agrees to pay the Contractor a monthly fee of $14,702.26, after the Services are completed and have been inspected and approved by the District's authorized representative.

5. That regardless of the date of execution of this Sixth Extension by the parties hereto, this Sixth Extension shall be deemed effective as of October 1, 2024.

6. That in order to facilitate execution of this Sixth Extension, this Sixth Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

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

[Signatures on following page.]

SIGNATURE PAGE TO THE SIXTH EXTENSION AND AMENDMENT TO THE MIDGE CONTROL SERVICES AGREEMENT

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

POINCIANA COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district

Attest:

_____
Secretary/Asst. Secretary

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

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC., an Illinois corporation

_____
Witness

By: _____
Print: _____
Title: _____

_____
Witness

Exhibit "A"

2024-25 Midge Service Agreement

[See attached.]

3036 Michigan Ave
Kissimmee, FL 34744
(P) 630.671.3067
(C) 407.212.0892

June 19, 2024

Poinciana Community Development District
219 E. Livingston Street
Orlando, FL 32801

RE: PCDD 2024-25 Contract

Dear PCDD Board Members,

It is truly our pleasure to provide the Poinciana Community Development District midge control services. On behalf of the entire Clarke team, I would like to thank the Board and Governmental Management Services for your continued business and trust.

In response to the increase in costs of the resources needed to provide service to the community, Clarke is requesting that the current contract be renewed for an additional year with a fee adjustment of 3%. This adjustment brings the current monthly service cost from $14,273.44 to $14,702.26, an increase of $428.82 monthly, totaling an annual increase of $5,145.86. Therefore, the yearly cost of $171,281.30 increases to $176,427.16.

To assist the community in mitigating the effects of market fluctuations, I have included the option to lock in this price through 2025-26 season.

We have enjoyed being your vendor for many years. Thank you in advance for your consideration, as we look forward to serving Poinciana Community Development District for years to come.

Sincerely,

Cherrief Jackson
Control Consultant

Clarke Environmental Mosquito Management, Inc.
2024-25 Midge Service Agreement | Poinciana Community Development District, 219 East Livingston Street, Orlando, FL 32801

Part I. General Service

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

Part II. Larval Midge Control

A. Prescription Larval Control will be performed with Natular G30 and/or other granular larvicide as described in the following sections.
   1. Larval Control: The program provides for backpack pre-hatch treatments of contracted ponds (including at least A-9, A-lOa, A-lOb, A-11, A-12, A-13, B-1, B-15, C-2, C-10, C-12, C-20, D-5, D-6, D-7, D-8, D-9, E-1 , E-2, E-3, E-21, E-31, F-7, P-10, P-3, P-1F) as needed up to 145 acres. Larval treatments scheduled as needed to maximize effectiveness of aquatic midge control services.

Part III. Adult Midge Control

A. Adulticiding in mosquito harborage areas:

   1. At least forty (40) scheduled truck and ATV Ultra Low Volume (ULV) treatments of up to 12 miles of shoreline areas of any PCDD ponds with a synthetic pyrethroid insecticide as needed. Adulticide treatments scheduled as needed to maximize effectiveness of aquatic midge control services.

   2. Up to 10 miles backpack barrier treatments as needed to reduce re-infestation using a pyrethroid insecticide for residual control of adult mosquitoes.

B. Adulticiding Operational Procedures
   1. Notification of community contact.
   2. Weather limit monitoring and compliance.
   3. ULV particle size evaluation.
   4. Insecticide dosage and quality control analysis.

EMM Payment Total Cost for Parts I, II, and III **$176,427.16**

I. **Program Payment Plan:** For Parts I, II, III as specified in the 2024-25, Professional Services Cost Outline, the total for the program is $176,427.16. The payments will be due on according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. Poinciana Community Development District has the opportunity to lock in this rate through 2025-26 if it is desired.

II.

PROGRAM PAYMENT PLAN

Month	2024-25
October	$14,702.26
November	$14,702.26
December	$14,702.26
January	$14,702.26
February	$14,702.26
March	$14,702.26
April	$14,702.26
May	$14,702.26
June	$14,702.26
July	$14,702.26
August	$14,702.26
September	$14,703.40
TOTAL	**$176,427.16**

III. **Approved Contract Period and Agreement**

Please check one of the following contract periods:

☐ **2024-25 Season**

☐ **2025-26 Season**

For Poinciana Community Development District:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

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

SECTION VI

SŌLITUDE
LAKE MANAGEMENT

SERVICES CONTRACT

CUSTOMER NAME: Poinciana Community Development Dist
SUBMITTED TO: Poinciana Community Development Dist - Attn: Clayton Smith
CONTRACT EFFECTIVE DATE: November 1, 20243 through October 31, 2025
SUBMITTED BY: Daniel Benitez, Inside Sales Manager
SPECIFICATIONS: Annual Maintenance Services Renewal Agreement for the Poinciana Community Development Dist.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **$152,976.00**. SOLitude shall invoice Customer **$12,758.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the

parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.
Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Poinciana Community Development Dist

By: _____

Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451

Customer's Address for Notice Purposes:

_____

SCHEDULE A – ANNUAL MANAGEMENT SERVICES

Monitoring:

1. A SOLitude Aquatic Specialist will visit the site and inspect the pond(s) on a ***one (1) time per week*** basis.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
    - Water levels
    - Water clarity or quality
    - Turbidity
    - Beneficial Aquatic Vegetation
    - Nuisance, Invasive, or Exotic Aquatic Vegetation
    - Algae
    - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
    - Erosion
    - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
    - Forebays and inflowing or outflowing swales, ditches, and stream channels
    - Vegetated buffers
    - Sedimentation
    - Nuisance animal activity
    - Fish habitat
    - Mosquito breeding conditions and habitat
    - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical

components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Lake(s) will be inspected on a ***one (1) time per week*** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a ***one (1) time per week*** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Lake Algae Control:

1. Lake(s) will be inspected on a ***one (1) time per week*** basis.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on as ***needed*** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

SECTION VII

LANDSCAPE MAINTENANCE AGREEMENT

(Poinciana CDD and Floralawn Inc.)

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement"), effective as of the 1 day of October, 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 **FLORALAWN INC.**, a Florida corporation (hereinafter referred to as "Contractor"), whose mailing address is Post Office Box 91597, Lakeland, Florida 33801.

W I T N E S S E T H:

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

1. DEFINITIONS.

(a) Agreement. The Agreement consists of: (i) this Landscape Maintenance Agreement; (ii) the Project Manual for Request for Proposals for Landscape Maintenance Services dated June 7, 2024 attached hereto as Exhibit "A" (the "RFP"); and (iii) the Contractor's Landscape Fee Summary 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) Services. 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. SCOPE OF SERVICES. 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 Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. 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 five (5) years from the Effective Date, unless sooner terminated, extended or modified as set forth in this Agreement.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – 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. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) The District agrees to pay the Contractor for the Services in the total amount of $192,974.40 annually. The Services shall be billed to the District on a monthly basis at a rate of no more than 1/12th of the annual compensation provided above, not to exceed $16,081.20 for the first year of this Agreement. Any increase in annual compensation proposed for future years shall be mutually agreeable between the parties and approved by the District's Board of Supervisors. Contractor shall submit to the District Manager any proposed increases in annual compensation not less than sixty (60) days prior to October 1 of the then-current year.

(b) During the term of this Agreement, the District has the option to procure additional services and products as set forth in Exhibit "D" 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. INTENTIONALLY OMITTED.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

(b) 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.

(d) Contractor has personnel regularly on the District's property. The District is relying on the Contractor to inspect and view the District's property on which the contractor performs its services. Contractor shall promptly notify the District if there are any areas within the District that require attention, including, but not limited to, trash, damaged landscaping or other property, debris, dead or diseased trees, plantings, or other landscaping. Contractor shall notify the District immediately if any hazardous or dangerous condition is seen on the District's property.

8. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline, 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) Contractor shall ensure that no employees, agents or other personnel working at Contractor's direction blows or discards debris into the roadways or storm drains within the District.

(c) 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.

(d) 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.

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

(f) 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 may require to ensure safe operations.

11. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all

applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services – Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

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

(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. INSURANCE.

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

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of $1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement, 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. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (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. SUSPENSION OR TERMINATION.

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

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

18. SUBCONTRACTORS. 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. COMPLIANCE WITH E-VERIFY SYSTEM.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida 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 upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this 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. NOTICE.

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

If to District:	Poinciana Community Development District 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:	Floralawn Inc. 734 S. Combee Road, Lakeland, Florida 33801 Attention: Bryan Boyett Telephone: (863) 668-0494

(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.

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

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

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

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

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

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

27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties

contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

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

[SIGNATURES ON FOLLOWING PAGE]

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:

FLORALAWN INC., a Florida corporation

By:_____
Print: _____
Title: _____

<u>EXHIBIT "A"</u>

RFP

[*ATTACHED*]

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 4:00 p.m.

Project Manual Table of Contents

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 AM., 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 AM at The Gator Room in Solivita, 385 Village Dr., Kissimmee, FL 34759. 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 (1) electronic copy of the required proposal no later than Tuesday, July 9 at 4:00 PM. 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 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 reserves 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. Following the Ranking of Proposers and Board action, a notice of intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail.

Any and all questions relative to this project shall be directed in writing by e-mail only to Tricia L. Adams at tadams@gmscfl.com. 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. **General Information.** 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. **Project Manual**. This Project Manual will be available on June 7, 2024 at 10:00 AM in electronic format by contacting Iman Sakalla at isakalla@gmscfl.com or via telephone at 407-841-5524, ext. 147. There is no charge for electronic Project Manuals.

3. **Review of Project Manual:** 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. **Scope of Services.** 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. **Site Inspections.** Site inspections must be scheduled in advance by contacting GMS Field Services staff Joel Blanco at jblanco@gmscfl.com.

6. **Optional Pre-Bid Meeting.** There is an optional pre-bid meeting on June 13, 2024 at 10:00 AM at The Gator Room in Solivita, 385 Village Dr., Kissimmee, FL 34759.
   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. **Interpretation and Addenda of Scope of Services**. 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 5:00 PM on July 3, 2024.

8. **Questions should be Directed to District Manager.** 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 5:00 PM on July 3, 2024.

9. **Black Out Period/Cone of Silence.** 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. **Submittal Requirements.** 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 4:00 PM on July 9, 2024.
    b. Proposals will be securely kept and opened publicly at 4:00 PM 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.

12. **Mandatory Attendance at Board Meeting.** 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. **Proposal Duration.** 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.

14. **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. Right to Waive Mistakes and Variations.

- **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 Maintenance Agreement upon the successful negotiation.

17. No Reimbursement of Preparation Costs. Proposers will not be reimbursed for any cost associated with responding to this solicitation.

18. Public Records. 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 first advertisement 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. **Term and Renewal.** The initial term of the agreement will be three (3) years, with additional options to renew for year 4 and year 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. **Required Disclosure:**
    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 in possession of the contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with 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.

22. <u>Government and Corporate Activism</u>:

a. In compliance with Section 287.05701, Florida Statutes, the District shall not request documentation nor take into consideration a vendor's social, political or ideological interests or give preference to a vendor based on the same, when considering government contracts.

REQUEST FOR PROPOSAL
LANDSCAPE/GROUNDS MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel **(25 points)**

(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 **(25 points)**

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 **(25 points)**

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 **(10 points)**

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

5. Price **(15 points)**

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 (100 Points Possible)

Poinciana CDD Landscape Maintenance Bid Instructions

Attention Bidder,

Please follow the instructions listed below for additional info on the landscape maintenance services bid for Poinciana CDD including the Fee summary sheet, the scope of services and the landscape map. Thank you.

Instructions and additional information:

1. Please provide a filled-out fee summary schedule (Separate Excel spreadsheet). The Components in the scope align with the components in the fee summary.
2. Please refer to provided coverage area map, and the scope for this bid.
3. The scope of services has the base level of service expected to maintain the property. Please note any additional or recommended services from the bidder that go beyond the provided scope of services.
4. For this bid, please note this is just for Component A – General Services. The other Components should not be priced at this time.
5. The Included map reflects pond locations for mowing services and only includes the mowing of the pond banks. This is from the waters edge to the edge of any private property. This bid is for pond bank mowing services in the marked CDD ponds.
6. Additionally, Please include per unit pricing for the following:
    - A per yard price for installed mulch – Line 31 on the Fee summary
    - A per palm pruning price for a one time pruning – Line 33 on the fee summary
    - Per annual installed pricing – Line 28 on the fee summary
    - Emergency Services
        - Hourly rate for a supervisor – Separate box "Emergency Services" on fee summary
        - Hourly rate for laborer – Separate box "emergency services" on fee summary
7. It is expected you will use the scope, map, and existing site conditions to create your bid. We expect this will require going to site to review ponds and understanding the limits of each pond tract. The bid packet contains all the information we have available to provide for this bid.

Clarification:

1. Ponds are outlined on the map. The pink lines around the light blue ponds denote CDD maintained pond banks. The purple highlights around the ponds denote areas where the golf course maintains the pond banks. The intent is for the CDD vendor to stay off the golf course and they should access portions of ponds the CDD mows on the golf course from common areas when available.

SCOPE OF SERVICES

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.

Edging

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.

The contractor will prevent grass clippings, leaves, shrubbery cuttings, and other vegetation and debris from being deposited into the stormwater management system as follows:

During or after each mowing of properties and/or trimming any vegetation included in the agreement, the vendor shall blow or sweep all debris away from stormwater drain inlets. All blowing or sweeping shall ensure that debris is blown or swept in a direction away from the stormwater drain inlets.

All debris and vegetation shall be removed and deposited offsite. Noncompliance with this provision will result in the following:

First documented violation by staff or authorized personnel during any calendar month covered by the contract shall result in a written notice of default to the contractor.

Any subsequent violation as documented by staff or authorized personnel during the same calendar month shall result in a monetary penalty to the vendor of $1,000. Violations of this provision for three (3) consecutive months will result in a monetary penalty of $5,000 during months four (4) to six (6) with a written notice of default to the vendor and a requirement for the vendor to appear before the CDD Board of Supervisors to formally present a written plan of action.

Continued non-compliance with this provision may result in termination of the vendor contract.

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

If applicable, detailing of bed will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, at a minimum, the contractor will completely detail the entire property once every three weeks. The exception will be any 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 when requested. A copy of these documents should be submitted to the CDD representative electronically or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have these records available 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 – If Applicable

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 – If Applicable

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.

The Hazard Communication Standard (HCS) of OSHA (29 CFR 1910.1200(g)) requires that chemical manufacturers, importers, and distributors provide Safety Data Sheets (SDSs) for each hazardous chemical they produce, import, or distribute. SDSs, formerly known as Material Safety Data Sheets (MSDSs), are detailed information bulletins that communicate information on hazards to downstream users. SDSs must be provided when requested by management.

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.

Warranty

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.

Warranty

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 ½” 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.

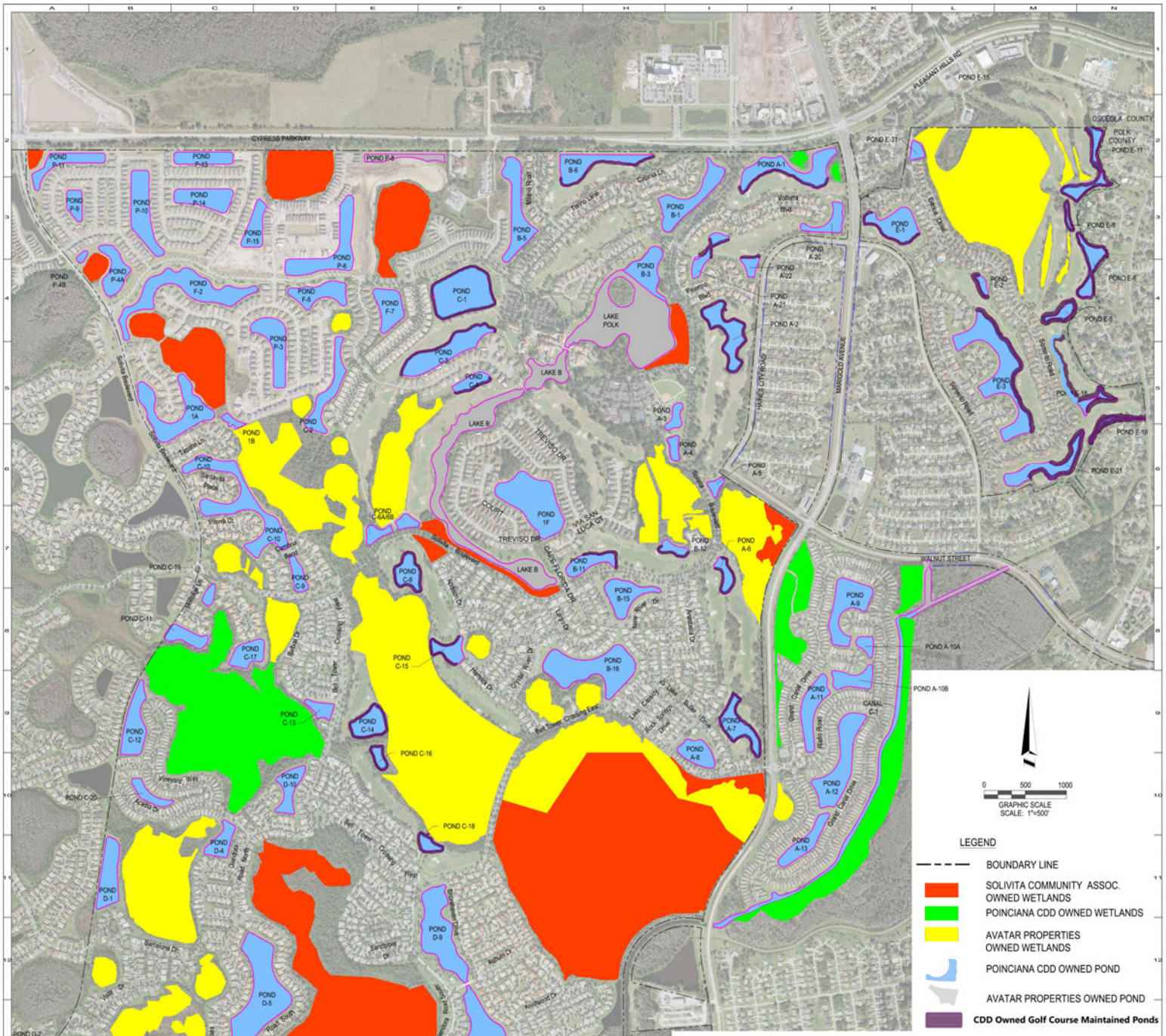
All palms other than Washingtonia, in excess 15’ will be trimmed up to once per year in the month of August.

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.



POND	LOCATION	PROPOSED NAME
1A	C-5,6	NOT BUILT YET
1B	C-5,6	NOT BUILT YET
1F	G-7	CAPE FLORIDA POND
A-1	I,J,K-2,3	LAKE VOLTERRA
A-2	I-4,5	LAKE PALERMO SOUTH
A-3	I-5,6	TENNIS POND NORTH
A-4	I-6	TENNIS POND SOUTH
A-5	I-6	WALNUT POND
A-6	I-7,8	ANASTASIA POND
A-7	I,J-8,10	MARIGOLD POND
A-8	I-9,10	BUTLER POND
A-9	K-8	VIA VENETO POND
A-10a	K-8	NORTH MURANO POND
A-10b	K-8,9	SOUTH MURANO POND
A-11	J-9	RIALTO POND
A-12	J,K-9,10	NORTH GRAND POND
A-13	J-10,11	SOUTH GRAND POND
A-20	J,K-3	HAINES POND
A-21	I-3,4	WEST MEDICI POND
A-22	J-4	EAST MEDICI POND
B-1	I-3	CATANIA POND
B-3	H-4	TORINO POND (A)
B-5	G-2,3	WEST MILANO POND
B-6	H-2	EAST MILANO POND
B-11	G,H-7	FISH SHAPE POND
B-12	H,I-7	GOLDFISH POND (A)
B-15	H-7,8	NEW RIVER POND
B-16	G,H-8,9	BELL TOWER POND

POND	LOCATION	PROPOSED NAME
C-1	F-4	TORINO POND SOUTH
C-2	D-5,6	NOT BUILT YET
C-3	F-5	NOT BUILT YET
C-4	F-5	NOT BUILT YET
C-6A	E-7	WEST ARROWHEAD POND
C-6B	E-7	EAST ARROWHEAD POND
C-8	E,F-7	WEST ADDISON POND
C-9	D-7	CAMBRIA BEND POND
C-10	C,D-6,7	TAPATIO POND
C-11	B,C,-8	MONTAGE POND
C-12	B-9	VINEYARD POND
C-13	D-9	BALBOA POND SOUTH
C-14	E-9	BALBOA POND EAST
C-15	F-9	HAMRICK POND
C-16	E-9,10	MAYFAIR POND
C-17	C,D-8	ROCKWELL POND
C-18	F-11	HAMMOCK POND
C-19	C-7,8	LEMON GROVE POND
C-20	B-10	ARCADIA POND
D-1	B-11	INDIAN WELLS POND
D-2	A-13,14	VISTA POND
D-3	C-13	PORTOFINO POND
D-4	C-10,11	VERONA POND
D-5	C,D-12,13	ROME POND
D-6	C,D-14	DAVINCI PASS POND
D-7	D,E,F-14	GLENDORA POND
D-8	F-13	SHOREHAVEN POND
D-9	F-11,12	AUBURN POND
D-10	D-10	ROBIN POND
D-11	B-13,14	PRIMA POND

POND	LOCATION	PROPOSED NAME
E-1	K-3	GENOA POND
E-2	L-4	SORRENTO POND
E-3	L,M-4,5,6	CORSICA POND
E-5	M-4	WOOD POND
E-6	N-3,4	GREEN POND
E-8	M-3	DRIVER POND
E-11	M,N-1,2,3	CADDY POND
E-15	L,M-1	COUNTRY POND
E-18	N-5	WEDGE POND
E-19	N-5,6	MIDIRON POND
E-21	M,N-6	APIAN POND
E-31	L-2	PRESTWICK POND
F-2	B,C-4	NOT BUILT YET
F-5	E-4	FISH HOOK POND
F-7	E-4	TRAWLER POND
P-3	D-5	NOT BUILT YET
P-4A	A-4	NOT BUILT YET
P-4B	B-4	NOT BUILT YET
P-6	E-4	NOT BUILT YET
P-8	E-3	NOT BUILT YET
P-9	A-3	NOT BUILT YET
P-10	B-3	NOT BUILT YET
P-11	A-2	NOT BUILT YET
P-13	C-2	NOT BUILT YET
P-14	C-3	NOT BUILT YET
P-15	D-3	NOT BUILT YET

SOLIVITA

POINCIANA CDD WETLAND & POND OWNERSHIP MAP

FEBRUARY 2024

gai consultants
EB 9951
618 EAST SOUTH STREET
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

PROPOSAL FORM - GENERAL INFORMATION

- *Proposer General Information:*

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 _____State _____Zip Code _____

Telephone _____Fax no. _____

1st Contact Name _____Title _____

2nd Contact Name _____Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ____ No ____

If no, please explain _____

_____

_____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ____ No ____

If no, please explain _____

_____

_____

- *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

- *List the location of the Proposer's office, which would perform work for the District.*

  Street Address _____

  P. O. Box (if any) _____

  City _____State _____Zip Code _____

  Telephone _____Fax no. _____

  1st Contact Name _____Title _____

  2nd Contact Name _____Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

  _____ Supervisors, who will be onsite ____days per week;
  _____ Technical personnel, who will be onsite ____days per _____; and
  _____ Laborers, who will be onsite ____days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):*

  Name:_____

  Position / Certifications:_____

  Duties / Responsibilities:_____

  % of Time to Be Dedicated to This Project: _____%

  Please describe the person's role in other projects on behalf of the Proposer:

  Project Name/Location:_____

  Contact:_____Contact Phone: _____Project

  Type/Description: _____

  Duties / Responsibilities: _____

  Dollar Amount of Contract: _____

  Proposer's Scope of Services for Project: _____

  _____

  _____

  _____

  Dates Serviced: _____

- *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 / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location:_____

Contact:_____Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

_____

_____

_____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted 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.

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

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: _____

_____

_____

List of subcontractors used: _____

_____

_____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

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: _____

_____

_____

List of subcontractors used: _____

_____

_____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

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: _____

_____

_____

List of subcontractors used: _____

_____

_____

Is this a current contract? Yes ____ No ____

Duration of contract: _____

- *(Information regarding similar projects – continued)*

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: _____

_____

_____

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 supervisor, 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 information (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 suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any 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:_____

Describe the Nature of the Action:_____

_____

_____

_____

Describe 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's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the 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's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (_) If yes, please explain:*

_____

_____

_____

_____

_____

Instructions and additional information:

1. Please provide a filled-out fee summary schedule (use the Separate Excel spreadsheet provided in electronic mail – a *sample* page is included in the project manual following this instruction page). The Components in the scope align with the components in the fee summary.
2. Please refer to provided coverage area map, and the scope for this bid.
3. The scope of services has the base level of service expected to maintain the property. Please note any additional or recommended services from the bidder that go beyond the provided scope of services.
4. For this bid, please note this is just for Component A – General Services. The other Components should not be priced at this time.
5. The Included map reflects pond locations for mowing services and only includes the mowing of the pond banks. This is from the waters edge to the edge of any private property. This bid is for pond bank mowing services in the marked CDD ponds.
6. Additionally, Please include per unit pricing for the following:
    - A per yard price for installed mulch – Line 31 on the Fee summary
    - A per palm pruning price for a one time pruning – Line 33 on the fee summary
    - Per annual installed pricing – Line 28 on the fee summary
    - Emergency Services
        - Hourly rate for a supervisor – Separate box "Emergency Services" on fee summary
        - Hourly rate for laborer – Separate box "emergency services" on fee summary
7. It is expected you will use the scope, map, and existing site conditions to create your bid. We expect this will require going to site to review ponds and understanding the limits of each pond tract. The bid packet contains all the information we have available to provide for this bid.

Clarification:

2. Ponds are outlined on the map. The pink lines around the light blue ponds denote CDD maintained pond banks. The purple highlights around the ponds denote areas where the golf course maintains the pond banks. The intent is for the CDD vendor to stay off the golf course and they should access portions of ponds the CDD mows on the golf course from common areas when available.

Poinciana Community Development District Landscape Fee Summary

Contractor:		Property:	
Address:		Address:	219 E. Livingston St. Orlando, Florida, 32801
Phone:		Phone:	
Fax:			
Contact:		Contact:	
Email:		Email:	

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Compnent A) - Mowing/Detailing													$0
TURF CARE - NONE AT THIS TIME (Component B) Bahia/St Augustine/Zoysia													$0
TREE/SHRUB CARE Includes OTC -NONE AT THIS TIME (Component C) Tree/Shrub Fert/OTC/Drenching													$0
IRRIGATION MAINT. - NONE AT THIS TIME (Component D)													$0
ANNUAL CHANGES - NONE AT THIS TIME (Component E.1) Per Annual Pricing:	NA			NA			NA			NA			$0
BED DRESSING - NONE AT THIS TIME (Component E.2) Pricing Per Cubic Yard for Pine Bark Mulch:					NA						NA		$0
PALM TRIMMING - NONE AT THIS TIME (Component E.3) Per Palm Price: Palm counts: NONE AT THIS TIME													$0
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

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$0
Extra Services Annual Changes, Palm Pruning, Mulch	$0
TOTAL	$0.00

Emergency Services

Supervisor Hourly Rate:	[List Hourly rate Here]
Laborer Hourly Rate:	[List Hourly rate Here]

Initials_____ _____

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 of Authorized Signatory of Proposer

Sworn before me on _____, 2024

_____

Notary Public Signature

_____

Notary Stamp

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 [_____].

W I T N E S S E T H:

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

1. DEFINITIONS.

(a) Agreement. The Agreement consists of: (i) this Landscape Maintenance Agreement; (ii) the [__], dated [_____], 2024 attached hereto as Exhibit "A" (the "RFP"); 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) Services. 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. SCOPE OF SERVICES. 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 Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. 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 [_____] (__) 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. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – 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. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(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 1/12th 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 "D" 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. INTENTIONALLY OMITTED.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

(b) 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. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

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

copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline, 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) Contractor shall ensure that no employees, agents or other personnel working at Contractor's direction blows or discards debris into the roadways or storm drains within the District.

(c) 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.

(d) 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.

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

(f) 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 may require to ensure safe operations.

11. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

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

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

(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. INSURANCE.

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

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of $1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement, 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. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (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. SUSPENSION OR TERMINATION.

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

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the

Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

18. SUBCONTRACTORS. 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. COMPLIANCE WITH E-VERIFY SYSTEM.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida 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 upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this 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. NOTICE.

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

If to District: Poinciana Community Development District
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: _____
Telephone: (___) ___-_____

(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.

21. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach

or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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: _____

<u>EXHIBIT "A"</u>

RFP

[*ATTACHED*]

EXHIBIT "B"

PROPOSAL

<u>EXHIBIT "B"</u>

PROPOSAL

[*ATTACHED*]

Poinciana Community Development District Landscape Fee Summary

Contractor: Floralawn Inc.

Address: 734 S Combee Rd.

Phone: 863-668-0494
Fax: 863-668-0495
Contact: Bryan Boyett
Email: bryan.boyett@floralawn.com

Property: Poinciana CDD

Address: 219 E. Livingston St.
Orlando, Florida, 32801
Phone:

Contact:
Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing	16,081	16,081	16,081	16,081	16,081	16,081	16,081	16,081	16,081	16,081	16,081	16,081	$192,974
TURF CARE - NONE AT THIS TIME (Component B) Bahia/St Augustine/Zoysia													$0
TREE/SHRUB CARE Includes OTC -NONE AT THIS TIME (Component C) Tree/Shrub Fert/OTC/Drenching													$0
IRRIGATION MAINT. - NONE AT THIS TIME (Component D)													$0
ANNUAL CHANGES - NONE AT THIS TIME (Component E.1) Per Annual Pricing: $2.50	NA			NA			NA			NA			$0
BED DRESSING - NONE AT THIS TIME (Component E.2) Pricing Per Cubic Yard for Pine Bark Mulch: $55					NA						NA		$0
PALM TRIMMING - NONE AT THIS TIME (Component E.3) Per Palm Price: $60 Palm counts: NONE AT THIS TIME													$0
TOTAL FEE PER MONTH:	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$192,974
Flat Fee Schedule	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$16,081	$192,974

Essential Services Mowing/Detailing/Irrigation/Fert and Pest	$192,974
Extra Services	$0
Annual Changes $2.50 per annual, Palm Pruning $60 per palm, Mulch $55 per yard	
TOTAL	$192,974.40

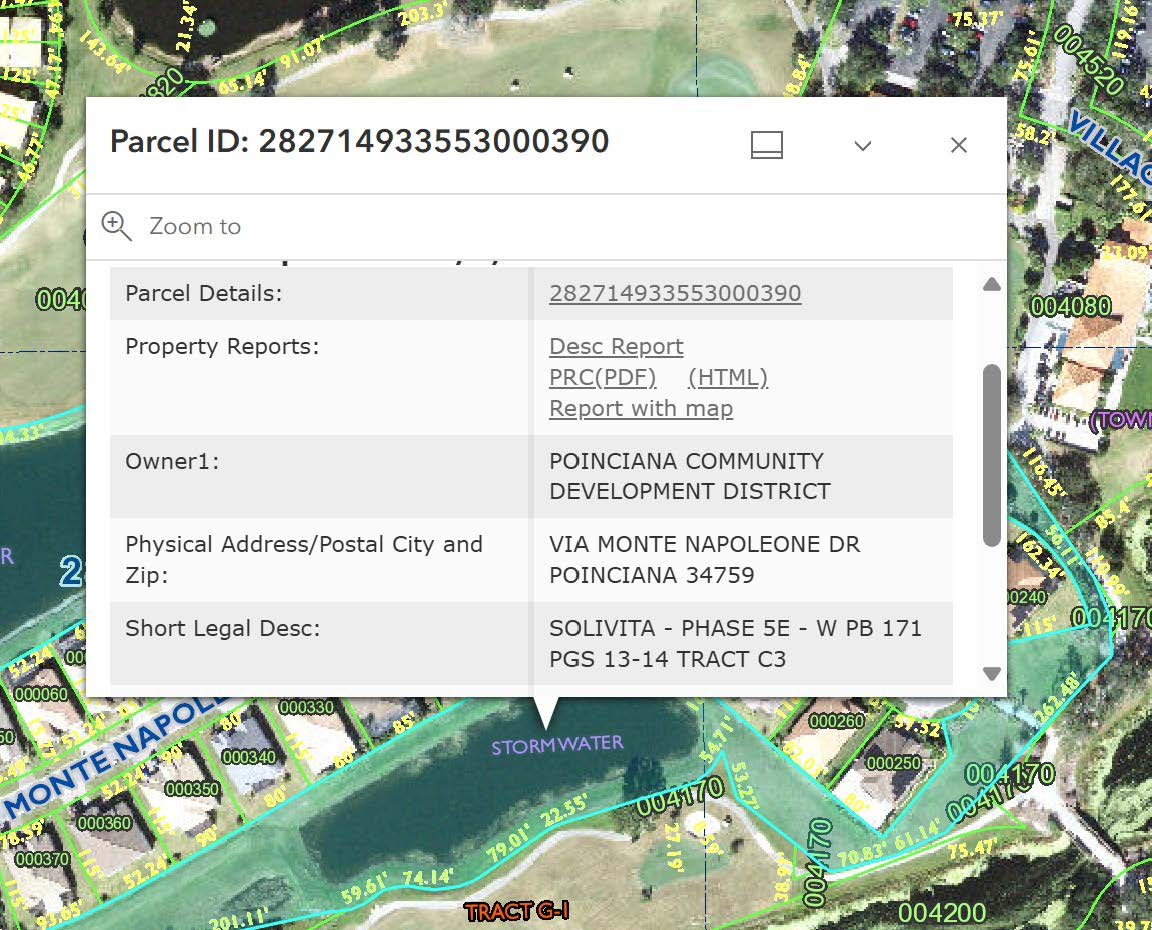
Emergency Services

Supervisor Hourly Rate:	$140 per hour
Laborer Hourly Rate:	$70 per hour

Initials L.S. /

SECTION VIII


000230
24
000240
25
000250
004170
004200
162.34'
56.11'
110.99'
48.35'
41.06'
115'
58.04'
76.32'
12.78'
21'
12.78'
33.96'
57.52'
40.80'
101.72'
262.48'
47.17'
115.25'
43.65'



Parcel ID: 282714933553000390

Zoom to

Parcel Details:	282714933553000390
Property Reports:	Desc Report PRC(PDF) (HTML) Report with map
Owner1:	POINCIANA COMMUNITY DEVELOPMENT DISTRICT
Physical Address/Postal City and Zip:	VIA MONTE NAPOLEONE DR POINCIANA 34759
Short Legal Desc:	SOLIVITA - PHASE 5E - W PB 171 PGS 13-14 TRACT C3

SECTION IX

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POINCIANA COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM AVATAR PROPERTIES, INC.; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Poinciana Community Development District (the "District") is a local unit of special-purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act"), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner, so long as it is in the best interest of the District; and

WHEREAS, Avatar Properties, Inc., a Florida corporation ("Developer"), has requested the transfer and acceptance of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes and Owner's Affidavit, attached hereto as composite Exhibit "A" (the "Conveyance Documents"), from Developer to the District; and

WHEREAS, the District Counsel and the District Manager have reviewed the Conveyance Documents from Developer, and the District Engineer has also reviewed the Conveyance Documents, property and improvments and has provided a Certificate of District Engineer for the conveyance, attached hereto as Exhibit "B," to evidence compliance with plans and specifications, permits and the requirements of the District for accepting the conveyances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the District (the "Board"), as follows:

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit "A," from Developer to the District, and approves and accepts the Conveyance Documents.

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit "A," and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Poinciana Community Development District, this 18th day of September, 2024.

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

_____
Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Chairman/Vice Chairman

EXHIBIT "A"

CONVEYANCE DOCUMENTS

1. Special Warranty Deed
2. Bill of Sale Absolute and Agreement
3. Agreement Regarding Taxes
4. Owner's Affidavit

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
Post Office Box 3353
Orlando, Florida 32802

Parcel ID No.:
282714.933556.001210

SPECIAL WARRANTY DEED
(Poinciana Community Development District)

THIS SPECIAL WARRANTY DEED made as of this ____ day of _____, 2024, by **AVATAR PROPERTIES INC.,** a Florida corporation whose principal address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("Grantor"), to the **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* located in Polk County, Florida, c/o Governmental Management Services – Central Florida, LLC, whose principal address is 219 E. Livingston Street, Orlando, Florida 32801 ("Grantee") (whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

That Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS ($10.00)** and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys and confirms unto Grantee, all that certain land situated in Polk County, Florida, more particularly described as follows, excluding any and all retaining walls, irrigation lines, monuments, fencing, utilities, sidewalks and cart paths that may be situated upon such land.

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (the **"Property").**

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO, AND RESERVING UNTO GRANTOR, a perpetual, non-exclusive easement on, over, under and across the Property for the operation, use, maintenance, repair, reconstruction and replacement of retaining walls, railings and fencing, landscaping and irrigated bedscapes, irrigation lines and related facilities, together with a perpetual, non-exclusive easement on, over, under and across the Property for access, ingress and egress in connection with the operation, use, maintenance, repair, reconstruction and replacement of retaining walls, railings and fencing, landscaping and irrigated bedscapes, irrigation lines and related facilities. The foregoing easements reserved by Grantor (collectively, the "**Reserved Easements**"): (i) are intended to be, and shall be, construed as covenants running with the Property; (ii) shall include and reserve all incidental rights reasonably necessary for the use and enjoyment of such easements for their

respective intended purposes, and (iii) shall be for the benefit and use of (x) Grantor, (y) Grantor's successors and assigns by operation of law or express assignment, and (z) the officers, directors, members, managers, stockholders, partners, trustees, fiduciaries, beneficiaries, licensees, invitees, permittees, employees, representatives, contractors, subcontractors, materialmen, consultants, and other agents of any person described in subclauses (x) and/or (y) above.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor does hereby covenant with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey this land; that Grantor hereby specially warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same), taxes for the year 2024 and subsequent years, and the Reserved Easements, and that Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

WITNESSES:

_____
(Signature)

_____
(Print Name)

_____

_____
(Address)

_____
(Signature)

_____
(Print Name)

_____

_____
(Address)

GRANTOR:

AVATAR PROPERTIES INC.,
a Florida corporation

By: _____

Print: _____

Title: Vice President

_____

_____
(Address)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization this ____ day of _____, 2024, by _____, as Vice President of Avatar Properties Inc., a Florida corporation, on behalf of said entity. Said person is [x] personally known to me or [ ] has produced a valid driver's license as identification.

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

Tract P-8, SOLIVITA PHASE 5C, according to the plat thereof, as recorded in Plat Book 187 at Pages 26 through 30, inclusive, of the Public Records of Polk County, Florida; less and except that portion thereof lying in Solivita Phase 5D, as recorded in Plat Book 195 at Page 31.

BILL OF SALE ABSOLUTE AND AGREEMENT
(Poinciana Community Development District)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT ("**Agreement**") is made as of this ____ day of _____, 2024, by and between **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* located in Polk County, Florida, c/o Governmental Management Services – Central Florida, LLC, whose principal address is 219 E. Livingston Street, Orlando, FL 32801 (the "**District**"), and **AVATAR PROPERTIES INC.,** a Florida corporation, whose principal address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("**Developer**").

RECITALS

WHEREAS, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit A attached hereto (collectively, the "**Improvements**"); and

WHEREAS, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

WHEREAS, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance.

NOW, THEREFORE, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Polk and the State of Florida, for and in consideration of the sum of Ten Dollars ($10.00) lawful money of the United States, to it paid by the District, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer's right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, and the District hereby accepts, all of Developer's right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, together with all of Developer's right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to Developer from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto the District, its successors and assigns, to and for its

or their use, forever.

3. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by Developer (and, if required, performed by Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

4. Developer represents and warrants to the District that Developer has good and lawful right, title and interest in the Improvements and that the Improvements are free and clear of any and all liens or encumbrances, that the Improvements are in good working condition, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees. Developer hereby assigns, transfers and conveys to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Poinciana Community Development District)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

WITNESSES:

_____
Print:_____

_____
Print:_____

DEVELOPER:

AVATAR PROPERTIES INC.,
a Florida corporation

By: _____
Print Name: _____
Title: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization this ____ day of _____, 2024, by _____ as Vice President of Avatar Properties Inc., a Florida corporation, on behalf of said entity. Said person is [x] personally known to me or [ ] has produced a valid driver's license as identification.

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

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Poinciana Community Development District)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

ATTEST:

DISTRICT:

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

_____
Print:_____

By:_____
Name: _____
Title: Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2024, by _____ as Chairman of the Board of Supervisors, of the **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida, and was attested to by _____, as the Secretary/Assistant Secretary of the **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, on behalf of the community development district, who are [ ] personally known to me, or [ ] have each produced a valid driver's license as identification.

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

EXHIBIT A

LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT

1. Stormwater improvements, including stormwater pond, and excluding retaining walls, railings and fencing along the north and south sides of the tract and certain landscaping and irrigated bedscape located at the north side of the tract (metes and bounds description or image with location to be attached).
2. Plat and Permits
3. Professional Fees & Services

The foregoing Improvements are located on the following real property tract:

Tract P-8, SOLIVITA PHASE 5C, according to the plat thereof, as recorded in Plat Book 187 at Pages 26 through 30, inclusive, of the Public Records of Polk County, Florida; less and except that portion thereof lying in Solivita Phase 5D, as recorded in Plat Book 195 at Page 31.

AGREEMENT REGARDING TAXES
(Poinciana Community Development District)

THIS AGREEMENT REGARDING TAXES ("Agreement") is entered into this ____ day of _____, 2024, by and between **POINCIANA COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* in Polk County, Florida, c/o Governmental Management Services – Central Florida, LLC, whose principal address is 219 E/ Livingston Street, Orlando, Florida 32801 (the "District"), and **AVATAR PROPERTIES INC.,** a Florida corporation, whose principal address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 ("Developer").

WITNESSETH

WHEREAS, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit A attached hereto and incorporated herein (the "Improvements"); and

WHEREAS, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property and the Improvements to the District by Special Warranty Deed and Bill of Sale Absolute and Agreement; and

WHEREAS, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Polk County Property Appraiser because of the District's status as a governmental entity; and

WHEREAS, in conjunction with the conveyance of the Property and Improvements from Developer to the District, Developer and the District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2023 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2024.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Polk County Property Appraiser and, subsequent to tax year 2024, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

5. Developer hereby agrees to pay any and all excise or documentary stamp taxes (including documentary stamp tax and intangible tax) plus any penalties or late charges, now due and owing or hereinafter assessed in connection with this Agreement and/or the Special Warranty Deed between Developer and District dated as of even date herewith.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
(Poinciana Community Development District)

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

WITNESSES:

_____
Print:_____

_____
Print:_____

AVATAR PROPERTIES INC., a Florida corporation

By: _____
Print: _____
Title: Vice President

POINCIANA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

ATTEST:

_____
Print: _____
Secretary/Asst. Secretary

By: _____
Print: _____
Title: Chairman

EXHIBIT A

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

Tract P-8, SOLIVITA PHASE 5C, according to the plat thereof, as recorded in Plat Book 187 at Pages 26 through 30, inclusive, of the Public Records of Polk County, Florida; less and except that portion thereof lying in Solivita Phase 5D, as recorded in Plat Book 195 at Page 31.

IMPROVEMENTS

1. Stormwater improvements, including stormwater pond, and excluding retaining walls, railings and fencing along the north and south sides of the tract and certain landscaping and irrigated bedscape located at the north side of the tract (metes and bounds description or image with location to be attached).
2. Plat and Permits
3. Professional Fees & Services

OWNER'S AFFIDAVIT
Poinciana Community Development District

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared _____ ("**Affiant**") as Vice President of **AVATAR PROPERTIES INC.**, a Florida corporation ("**Owner**"), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that Owner is the fee simple title holder to certain lands located in Polk County, Florida (the "**Property**") and of certain infrastructure improvements on the Property (the "**Improvements**"), as more particularly described on **Exhibit A** attached hereto, and that Affiant as the Vice President of Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in First American Title Insurance Company Commitment No. [RTL-FL-23925774LA-1, dated _____, 2024 at 10:00 A.M.] (the "**Commitment**") and the plat of record in the Public Records of Polk County, Florida described in Exhibit A (the "**Plat**").

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

7. That, except as set forth in the Plat or the Commitment, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other

public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

9. That this Affidavit is given for the purposes of inducing the Poinciana Community Development District (the "**District**"), a Florida community development district and local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, to accept the Owner's conveyance of the Property and Improvements to the District.

10. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective date the Commitment issued by First American Title Insurance Company and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

11. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("**LLEB**"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to the District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 23-1693997; (v) has a mailing address of 4900 N. Scottsdale Road, Suite 2000, Scottsdale, AZ 85251. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

12. Affiant is an officer or representative of Owner, and Affiant attests that Owner does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

13. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYS NOT.

DATED: _____ ___, 2024.

WITNESSES:

_____
Print:_____

_____
Print:_____

GRANTOR:

AVATAR PROPERTIES INC.,
a Florida corporation

By: _____
Print Name: _____
Title: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization this ____ day of _____, 2024, by _____, as the Vice President of **AVATAR PROPERTIES INC.,** a Florida corporation, on behalf of said entity. Said person is [x] personally known to me or [ ] has produced a valid driver's license as identification.

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

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

Tract P-8, SOLIVITA PHASE 5C, according to the plat thereof, as recorded in Plat Book 187 at Pages 26 through 30, inclusive, of the Public Records of Polk County, Florida; less and except that portion thereof lying in Solivita Phase 5D, as recorded in Plat Book 195 at Page 31.

IMPROVEMENTS

1. Stormwater improvements, including stormwater pond, and excluding retaining walls, railings and fencing along the north and south sides of the tract and certain landscaping and irrigated bedscape located at the north side of the tract (metes and bounds description or image with location to be attached).
2. Plat and Permits
3. Professional Fees & Services

EXHIBIT "B"

CERTIFICATE OF DISTRICT ENGINEER

CERTIFICATE OF DISTRICT ENGINEER
(Poinciana Community Development District)

I, **Kathleen Leo, P.E.** a Vice President of **GAI Consultants, Inc**., a Florida corporation, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. _____, with offices located at 618 E South Street, Suite 700, Orlando, FL 32801 ("GAI"), hereby acknowledges and certifies the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through GAI, currently serve as District Engineer to the Poinciana Community Development District (the "District").

2. That the District proposes to accept from **AVATAR PROPERTIES, INC**, a Florida corporation ("Developer"), for ownership, operation and maintenance, certain real property described in Exhibit "A" attached hereto and incorporated herein (collectively, the "Property"), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, also as described more completely in Exhibit "A" attached hereto and incorporated herein (collectively, the "Improvements"). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation as to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the "Certification") is provided in conjunction with, and in support of, the District's approval of the conveyance of the Property and Improvements from Developer to the District and the District's acceptance of such Property and Improvements. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, completed, operated and maintained, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have personally viewed the Improvements and the materials as visible, which were deemed necessary to make the statements herein. The Improvements are in a condition acceptable for acceptance by the District.

5. That the Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Improvements, that have actually been provided to GAI are being held by GAI as records of the District on its behalf.

6. That we have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer, or no value is being paid by the District for the Improvements. The value of the Property and the Improvements being conveyed to the District are $_____ for stormwater systems.

[Signature page to follow.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER
Poinciana Community Development District

DATED: _____, 2024

Witness: _____
Print: _____

_____
Kathleen Leo, P.E.
Professional License No.: FL _____
GAI Consultants, Inc., a Florida corporation ,
its vice President

Witness: _____
Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2024 by KATHLEEN LEO, as Vice President of GAI Consultants, Inc, a Florida corporation, on behalf of said corporation. Said person is [ ] personally known to me or [ ] has produced a valid driver's license as identification.

(SEAL)

_____
Notary Public; State of Florida
Print Name: _____
Comm. Exp.: _____
Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract P-8, SOLIVITA PHASE 5C, according to the plat thereof, as recorded in Plat Book 187 at Pages 26 through 30, inclusive, of the Public Records of Polk County, Florida, less and except that portion thereof lying in Solivita Phase 5D, as recorded in Plat Book 195 at Page 31.

INFRASTRUCTURE IMPROVEMENTS AND PERSONAL PROPERTY

1. Stormwater improvements, including stormwater pond, and excluding retaining walls, railings and fencing along the north and south sides of the tract and certain landscaping and irrigated bedscape located at the north side of the tract (metes and bounds description or image with location to be attached).
2. Plat and Permits
3. Professional Fees & Services

SECTION X

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 9, 2024

Board of Supervisors
Poinciana Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Poinciana Community Development District, Polk County, Florida ("the District") for the fiscal year ended September 30, 2024. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Poinciana Community Development District as of and for the fiscal year ended September 30, 2024. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2024 audit.

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

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

1) Management's Discussion and Analysis

2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

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

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

Examination Objective

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

Other Services

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

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

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

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

Our fee for these services will not exceed $3,700 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2024 must be provided to us no later than January 1, 2025, in order for us to complete the engagement by March 31, 2025.

Subject to timely receipt of the necessary information, we will submit a preliminary draft audit report by March 15, 2025 for the District's review, and a final draft audit report by March 31, 2025 for the District's review and approval.

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

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

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Poinciana Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

_____

Antonio J. Grau

RESPONSE:

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

By: _____

Title: _____

Date: _____

Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs

AICPA Peer Review Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

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

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

SECTION XI

Item will be provided under separate cover.

SECTION XII

Poinciana Community Development District
Marigold
Project ID F230492 Site #: Land Unit:

Prepared By:
Manny R. Vilaret, Esquire
Vilaret Law, PLLC
10901 Danka Circle, Suite C
Saint Petersburg, Florida 33716

AERIAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, its successors and assigns (GRANTOR herein), in consideration of the sum of One Dollar ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY** (GRANTEE herein), P.O. Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the right, privilege and easement to construct, remove, reconstruct, operate and maintain in perpetuity, overhead electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over and across the following described lands in Polk County, Florida, and referred to hereinafter as the Easement Area to wit:

See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.

Tax Parcel Number: **28-27-24-934011-005140 and 28-27-24-934011-005150**

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and related facilities, including the right to increase or decrease the number and type of wires and voltage and to adjust the centerline of the wires within the Easement Area.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any tree standing outside the Easement Area which if felled, or upon falling, could fall within five (5) feet of any conductor or other facility included within said Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the GRANTOR by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to install gates a minimum of sixteen (16) feet in width if GRANTOR has installed a fence within or across the Easement Area, along with GRANTEE's lock linked with GRANTOR's lock and further including (iv) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR covenants and agrees to obtain from GRANTEE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

GRANTOR warrants and covenants that it has the right to convey to GRANTEE this easement, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and seals this _____ day of _____, 20__.

GRANTOR:

Poinciana Community Development District

ATTEST:

_____
Secretary

_____
President

_____
Print or Type Name

_____
Print or Type Name

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Grantor's mailing address:

_____
Signature of First Witness

_____

_____

_____
Print or Type Name of First Witness
Address: _____

CORPORATE SEAL

_____
Signature of Second Witness

_____
Print or Type Name of Second Witness
Address: _____

(Names and addresses (street number, street, city, state and zip code) **must** be typed or printed clearly under each signature)

State of _____)
) ss
County of _____)

The foregoing Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____ and _____, its President and its Secretary, respectively of _____, a _____ (State) Corporation, on behalf of the Corporation who are personally known to me or who have produced _____ as identification.

NOTARY SEAL

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires: _____

Solivita Community Association Inc.
Marigold
Project ID F230492 Site #: Land Unit:

Prepared By:
Manny R. Vilaret, Esquire
Vilaret Law, PLLC
10901 Danka Circle, Suite C
Saint Petersburg, Florida 33716

AERIAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, its successors and assigns (GRANTOR herein), in consideration of the sum of One Dollar ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY** (GRANTEE herein), P.O. Box 14042, St. Petersburg, Florida 33733, its successors, assigns, lessees, licensees, transferees, permittees, and apportionees, the right, privilege and easement to construct, remove, reconstruct, operate and maintain in perpetuity, overhead electric transmission and distribution lines, communication systems and related facilities for providing electric energy services, and communications services (including services to telecommunication providers and other customers) and the transmission of any and all present or future form of communication by any present or future means or method (including, with respect to all grants herein, communication and other wires, fiber optics, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over and across the following described lands in Polk County, Florida, and referred to hereinafter as the Easement Area to wit:

See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.

Tax Parcel Number: **28-27-24-934011-005170**

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and related facilities, including the right to increase or decrease the number and type of wires and voltage and to adjust the centerline of the wires within the Easement Area.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, communication systems and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any tree standing outside the Easement Area which if felled, or upon falling, could fall within five (5) feet of any conductor or other facility included within said Easement Area, and further including (ii) the reasonable right to enter upon adjoining lands of the GRANTOR by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, supplies, and equipment as may be desirable for the purpose of exercising all rights herein granted and further including (iii) the right to install gates a minimum of sixteen (16) feet in width if GRANTOR has installed a fence within or across the Easement Area, along with GRANTEE's lock linked with GRANTOR's lock and further including (iv) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2) feet.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

Return to: Duke Energy
Attn: Land Services - Florida
3300 Exchange Place, NP04
Lake Mary, FL 32746

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR covenants and agrees to obtain from GRANTEE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Asset Protection Right-of-Way Specialist) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines and communications systems or with any of the foregoing guidelines or laws.

GRANTOR warrants and covenants that it has the right to convey to GRANTEE this easement, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and seals this _____ day of _____, 20__.

GRANTOR:

SOLIVITA COMMUNITY ASSOCIATION, INC.

ATTEST:

_____
Secretary

_____
Print or Type Name

_____
President

_____
Print or Type Name

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____
Signature of First Witness

_____
Print or Type Name of First Witness
Address: _____

_____
Signature of Second Witness

_____
Print or Type Name of Second Witness
Address: _____

Grantor's mailing address:

_____

_____

CORPORATE SEAL

(Names and addresses (street number, street, city, state and zip code) **must** be typed or printed clearly under each signature)

State of _____)
) ss
County of _____)

The foregoing Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____ and _____, its President and its Secretary, respectively of _____, a _____ (State) Corporation, on behalf of the Corporation who are personally known to me or who have produced _____ as identification.

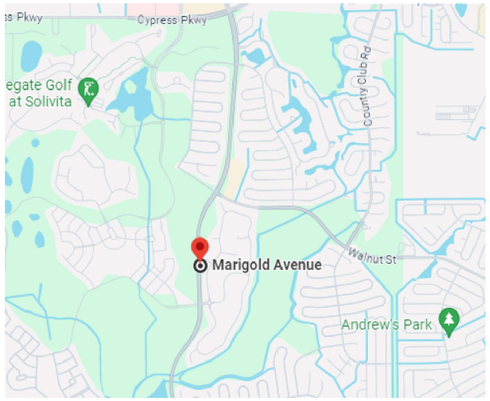
NOTARY SEAL

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires: _____

PROJECT LOCATION



LEGEND

- SIDEWALK
- STREET
- RIGHT-OF-WAY
- T-EX — REMOVE TRANSMISSION
- T-PR — PROPOSED TRANSMISSION
- INSTALL POLE
- REMOVE POLE

NOTES

1. Proposed pole size and locations are preliminary. Subject to field verification and final design.
2. Additional Land Rights needed due to aerial encroachment of 69kV.

DUKE ENERGY®

8/1/23 DATE	V: NTS H: NTS SCALE	LINE ENGINEERING
JK DRAWN	FC TECH	LMP 69kV RELOCATION DUE TO ROAD CONSTRUCTION
DR CHECK	JDK ENGR	
1 OF 1 SHEET	DWG.	EXHIBIT A

SECTION XIII

SECTION A

SECTION 1

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

MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
DANIEL H. COULTOFF
SARAH M. DINON
JENNIFER S. EDEN
DOROTHY F. GREEN
BRUCE D. KNAPP
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201 SOUTH ORANGE AVENUE, SUITE 1400
ORLANDO, FLORIDA 32801
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BENJAMIN R. TAYLOR
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

To: District Managers
From: District Counsel (Jan Albanese Carpenter, Esq., Jay E. Lazarovich, Esq. and Kristen E. Trucco, Esq.)
Regarding: New Affidavit Requirement for Governmental Entities
Date: August 2024

We are providing you with information about new legislation which affects governmental entities in the State of Florida. House Bill ("HB") 7063 was recently signed into law and went into effect on July 1, 2024.

HB 7063 amended Section 787.06, *Florida Statutes*, creating a new requirement affecting governmental entities entering into contracts with nongovernmental entities. Under Section 787.06 (13), *Florida Statutes*, "When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity **must** provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section." A governmental entity under this section means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency, as defined in Section 287.138(1), *Florida Statutes*.

To comply with this new requirement, we have incorporated the required statement into our affidavits, where applicable, to avoid the nongovernmental entity having to execute an additional document. However, there will be certain instances that require a standalone affidavit executed by the appropriate nongovernmental entity, including, but not limited to, contractors, developers, engineers, homeowners' associations, underwriters, etc. Attached is a form Trafficking Affidavit to be used in those instances. Please ensure affidavits are collected from all nongovernmental entities as required under this new law.

Please feel free to contact our office should you have any questions on this new legislation or any other CDD requirements.

Thank you.

Enclosure: Trafficking Affidavit

NONGOVERNMENTAL ENTITY
ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06(13), Florida Statutes (2024))

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared [_____] ("Affiant") who, being first duly sworn, on oath, says:

Affiant is an officer or authorized representative of [_____], and Affiant attests that [_____] does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024).

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

DATED as of _____, 2024.

_____
[_____], as [_____] of [_____]
Affiant

SUBSCRIBED AND SWORN TO before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by [_____], as [_____] of [_____]. Said person is *(check one)* ☐ personally known to me or ☐ has produced a valid driver's license as identification.

[Notary Seal]

_____
Signature of person taking acknowledgment
Name (typed, printed or stamped):_____
Title or Rank:_____
Serial number (if any):_____

SECTION C

SECTION 1

Poinciana Community Development District
Action Items September 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 considered 09.18.2024.
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**	License Agreement Reviewed by BOS 07.17.2024. Letter provided to HOA attorney and pending response.
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.
04.17.2024	Impact of Cypress Gardens Parkway to PCDD Stormwater System	District Engineer	**In Process**	Drainage to Pond A1.
	Educate residents regarding beneficial pond vegetation and best maintenance practices		**In Process**	Letter to residents

SECTION 2

Poinciana
Community Development District

Summary of Check Register

July 1, 2024 to September 9, 2024

Fund		Date	Check No.'s		Amount
General Fund					
	Truist	7/12/24	195-197	$	15,491.22
		7/19/24	198-200	$	30,856.38
		7/25/24	201-203	$	20,958.28
		8/5/24	204-206	$	20,895.70
		8/16/24	207-208	$	23,591.40
		8/23/24	209-213	$	35,344.64
		8/29/24	214	$	58,725.00
		9/5/24	215	$	29,932.00
				$	235,794.62
	Hancock Whitney	7/12/24	18	$	11,895.30
		8/16/24	19	$	100,000.00
				$	111,895.30
	Money Market	8/29/24	1	$	150,000.00
				$	150,000.00
Payroll		**April**			
		Anthony Reed	ACH	$	84.70
		Jon R Cameron	ACH	$	184.70
		Robert Zimbardi	50209	$	184.70
		June			
		Anita Nelson	ACH	$	184.70
		Anthony Reed	ACH	$	84.70
		Jon R Cameron	ACH	$	184.70
		Richard McKelvey	50210	$	184.70
		Robert Zimbardi	50211	$	184.70
		July			
		Anita Nelson	ACH	$	184.70
		Anthony Reed	ACH	$	84.70
		Jon R Cameron	ACH	$	184.70
		Richard McKelvey	50212	$	184.70
		Robert Zimbardi	50213	$	184.70
				$	2,101.10
				$	**499,791.02**

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
7/12/24	00023	6/26/24	9076552	202406	310-51300-42500		*	3,822.47		
			DATA CONVERSION POSTAGE							
						ACTION MAIL SERVICES INC.			3,822.47	000195
7/12/24	00001	5/31/24	268	202405	320-53800-49000		*	1,419.72		
			GENERAL MAINT MAY 24							
		7/01/24	266	202407	310-51300-34000		*	3,605.00		
			MANAGEMENT FEES JULY 24							
		7/01/24	266	202407	310-51300-35200		*	68.75		
			WEBSITE ADMIN JULY 24							
		7/01/24	266	202407	310-51300-35100		*	103.17		
			INFORMATION TECH JULY 24							
		7/01/24	266	202407	310-51300-51000		*	.27		
			OFFICE SUPPLIES JULY 24							
		7/01/24	266	202407	310-51300-42000		*	152.76		
			POSTAGE JULY 24							
		7/01/24	267	202407	320-53800-12000		*	884.08		
			FIELD MANAGEMENT JULY 24							
						GOVERNMENTAL MANAGEMENT SERVICES			6,233.75	000196
7/12/24	00027	6/17/24	129458	202405	310-51300-31500		*	4,875.00		
			GENRAL COUNSEL MAY 24							
		6/17/24	129459	202405	310-51300-31510		*	560.00		
			CONVEYANCE MAY 24							
						LATHAM, LUNA, EDEN & BEAUDINE			5,435.00	000197
7/19/24	00058	7/15/24	240927A	202407	320-53800-49000		*	325.00		
			LIFT STATION MAINTENANCE							
						AVERETT SPECTIC TANKS CO., INC.			325.00	000198
7/19/24	00004	7/01/24	26579	202407	320-53800-46200		*	16,081.20		
			LANDSCAPE MAINT JULY 24							
		7/09/24	26607	202407	320-53800-46200		*	1,702.18		
			TREE REMOVAL							
						FLORALAWN 2, LLC			17,783.38	000199
7/19/24	00044	7/02/24	PSI08814	202407	320-53800-47000		*	12,748.00		
			AQUATIC MAINTANCE JULY 24							
						SOLITUDE LAKE MANAGEMENT			12,748.00	000200
7/25/24	00011	7/15/24	00103409	202407	320-53800-47100		*	14,273.44		
			MOSQUITO MAINT JULY 24							
						CLARKE ENVIRONMENTAL MOSQUITO			14,273.44	000201
7/25/24	00056	6/30/24	00065222	202406	310-51300-48000		*	2,013.20		
			NOT BUGET HEARING 6/26/24							

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		6/30/24	00065222	202406	310-51300-48000		*	586.38		
			NOT PROPOSAL REQ 6/14/24							
						GANNETT FLORIDA LOCALIQ			2,599.58	000202
7/25/24	00027	7/16/24	129942	202406	310-51300-31500		*	4,085.26		
			GENERAL COUNSEL JUNE 24							
						LATHAM, LUNA, EDEN & BEAUDINE			4,085.26	000203
8/05/24	00004	8/01/24	27037	202408	320-53800-46200		*	16,081.20		
			LANDSCAPE MAINT AUG 24							
						FLORALAWN 2, LLC			16,081.20	000204
8/05/24	00010	7/16/24	8-561-72	202407	310-51300-42000		*	143.90		
			1 DELIVERY 7/10/24							
						FEDEX			143.90	000205
8/05/24	00017	7/01/24	2204952	202406	310-51300-31100		*	4,130.60		
			ENGINEER SVCS JUNE 24							
		8/02/24	2206354	202407	310-51300-31100		*	540.00		
			ENGINEER SVCS JULY 24							
						GAI CONSULTANTS, INC			4,670.60	000206
8/16/24	00010	7/30/24	8-574-62	202407	310-51300-42000		*	248.46		
			6 DELIVERIES							
		8/06/24	8-581-66	202407	310-51300-42000		*	40.15		
			1 DELIVERY 7/19/24							
						FEDEX			288.61	000207
8/16/24	00025	8/06/24	4652125	202408	310-51300-49100		*	13,766.03		
			DEBT 1% ADMIN FEE							
		8/06/24	4652126	202408	310-51300-49100		*	9,536.76		
			MAINT 1% ADMIN FEE							
						POLK COUNTY PROPERTY APPRAISER			23,302.79	000208
8/23/24	00011	8/15/24	00103483	202408	320-53800-47100		*	14,273.44		
			MOSQUITO MAINT AUG 24							
						CLARKE ENVIRONMENTAL MOSQUITO			14,273.44	000209
8/23/24	00056	7/31/24	00065831	202407	310-51300-48000		*	2,015.20		
			NOT BDGT HEARING 7/3/24							
						GANNETT FLORIDA LOCALIQ			2,015.20	000210
8/23/24	00001	7/31/24	271	202407	320-53800-49000		*	175.00		
			GENERAL MAINT JULY 24							
						GOVERNMENTAL MANAGEMENT SERVICES			175.00	000211

*** CHECK DATES 07/01/2024 - 09/09/2024 ***
POINCIANA - GENERAL FUND
BANK C GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/23/24	00027	8/13/24	130456	202407	310-51300-31500		*	6,133.00		
			GENERAL COUNSEL JULY 24							
						LATHAM, LUNA, EDEN & BEAUDINE			6,133.00	000212
8/23/24	00044	8/01/24	PSI09661	202408	320-53800-47000		*	12,748.00		
			AQUATIC MAINT AUG 24							
						SOLITUDE LAKE MANAGEMENT			12,748.00	000213
8/29/24	00044	8/23/24	WO-00693	202408	320-53800-49000		*	58,725.00		
			EROSION REPAIR							
						SOLITUDE LAKE MANAGEMENT			58,725.00	000214
9/05/24	00034	9/03/24	25133	202409	300-15500-10000		*	29,932.00		
			FY25 ANNUAL INSURANCE							
						EGIS INSURANCE & RISK ADVISORS			29,932.00	000215
						TOTAL FOR BANK C		235,794.62		

*** CHECK DATES 07/01/2024 - 09/09/2024 ***
POINCIANA - GENERAL FUND
BANK D GENERAL FUND-HW

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
7/12/24	00013	7/10/24	07102024	202407	300-20700-10000			*	11,895.30		
			ASSESSMENT TSFR DS								
							POINCIANA CDD			11,895.30	000018
8/16/24	00013	8/16/24	08162024	202408	300-10100-10200			*	100,000.00		
			TSFR FROM HANCOCK TO CDD								
							POINCIANA CDD			100,000.00	000019

TOTAL FOR BANK D 111,895.30

TOTAL FOR REGISTER 497,689.92

*** CHECK DATES 07/01/2024 - 09/09/2024 ***
POINCIANA - GENERAL FUND
BANK B MONEY MARKET

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
8/29/24	00013	8/29/24	08292024	202408	300-10100-10200			*	150,000.00		
			TSFR FROM MM TO CDD								
							POINCIANA CDD			150,000.00	000001

TOTAL FOR BANK B 150,000.00

SECTION 3

GMS

Table of Contents

Poinciana

Community Development District

Combined Balance Sheet

July 31, 2024

	General Fund	*Debt Service Fund*	*Capital Reserve Fund*	*Totals Governmental Funds*
Assets:				
Cash				
Operating - Hancock Whitney	$ 171,103	$ -	$ -	$ 171,103
Operating - Truist	$ 29,006	$ -	$ -	$ 29,006
Money Market - Bank United	$ 566,641	$ -	$ 155,762	$ 722,403
Investments				
Series 2022				
Reserve	$ -	$ 136,385	$ -	$ 136,385
Revenue	$ -	$ 490,620	$ -	$ 490,620
Interest	$ -	$ 15	$ -	$ 15
Principal	$ -	$ 150	$ -	$ 150
Prepayment	$ -	$ 4,478	$ -	$ 4,478
Due from Other	$ 264	$ -	$ -	$ 264
Total Assets	**$ 767,014**	**$ 631,648**	**$ 155,762**	**$ 1,554,423**
Liabilities:				
Accounts Payable	$ 13,457	$ -	$ -	$ 13,457
Due to Debt Service	$ 134	$ -	$ -	$ 134
Total Liabilites	**$ 13,591**	**$ -**	**$ -**	**$ 13,591**
Fund Balance:				
Assigned for:				
Capital Reserves	$ -	$ -	$ 155,762	$ 155,762
Restricted for:				
Debt Service	$ -	$ 631,648	$ -	$ 631,648
Unassigned	$ 753,457	$ -	$ -	$ 753,457
Total Fund Balances	**$ 753,457**	**$ 631,648**	**$ 155,762**	**$ 1,540,866**
Total Liabilities & Fund Balance	$ 767,048	$ 631,648	$ 155,762	$ 1,554,458

Poinciana

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues:				
Assessments - Tax Roll	$ 667,127	$ 667,127	$ 682,087	$ 14,960
Interest	$ 500	$ 500	$ 12,570	$ 12,070
Miscellaneous Revenue	$ -	$ -	$ 26,243	$ 26,243
Total Revenues	**$ 667,627**	**$ 667,627**	**$ 720,899**	**$ 53,272**
Expenditures:				
General & Administrative:				
Supervisors Fees	$ 12,000	$ 10,000	$ 7,800	$ 2,200
FICA Expense	$ 918	$ 765	$ 597	$ 168
Engineering	$ 20,000	$ 16,667	$ 17,878	$ (1,212)
Attorney	$ 30,000	$ 25,000	$ 37,439	$ (12,439)
Arbitrage	$ 450	$ -	$ -	$ -
Annual Audit	$ 3,600	$ 3,600	$ 3,600	$ -
Trustee Fees	$ 4,000	$ 4,000	$ 4,000	$ -
Assessment Administration	$ 5,000	$ 5,000	$ 5,000	$ -
Management Fees	$ 43,260	$ 36,050	$ 36,050	$ -
Information Technology	$ 1,238	$ 1,031	$ 1,032	$ (0)
Website Maintenance	$ 825	$ 688	$ 688	$ -
Telephone	$ 100	$ 83	$ -	$ 83
Postage	$ 2,600	$ 2,167	$ 1,249	$ 918
Printing & Binding	$ 1,000	$ 833	$ 3,900	$ (3,066)
Insurance	$ 7,711	$ 7,711	$ 7,255	$ 456
Legal Advertising	$ 5,500	$ 4,583	$ 5,759	$ (1,175)
Other Current Charges	$ 2,400	$ 2,000	$ 822	$ 1,178
Office Supplies	$ 400	$ 333	$ 2	$ 331
Property Appraiser	$ 7,000	$ -	$ -	$ -
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total General & Administrative:	**$ 148,177**	**$ 120,686**	**$ 133,246**	**$ (12,559)**

Poinciana

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Operations & Maintenance				
Field Services	$ 10,609	$ 8,841	$ 8,841	$ -
Property Insurance	$ 13,116	$ 13,116	$ 12,504	$ 612
Electric	$ 2,544	$ 2,120	$ 1,012	$ 1,108
Landscape Maintenance	$ 203,955	$ 169,963	$ 155,381	$ 14,582
Aquatic Control Maintenance	$ 147,569	$ 122,974	$ 123,787	$ (812)
Aquatic Midge Management	$ 215,454	$ 179,545	$ 141,681	$ 37,864
R&M - Mulch	$ 3,500	$ 2,917	$ -	$ 2,917
R&M - Plant Replacement	$ 3,500	$ 2,917	$ -	$ 2,917
Storm Structure Repairs	$ 50,000	$ 41,667	$ 606	$ 41,061
Contingency	$ 12,000	$ 10,000	$ 13,634	$ (3,634)
Total Operations & Maintenance:	**$ 662,247**	**$ 554,059**	**$ 457,445**	**$ 96,613**
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**	**$ 724,745**	**$ 640,691**	**$ 84,054**
Net Change in Fund Balance	**$ (192,797)**		**$ 80,209**	
Fund Balance - Beginning	$ 192,797		$ 673,248	
Fund Balance - Ending	$ -		$ 753,457	

Poinciana

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues:				
Assessments - Tax Roll	$ 1,280,936	$ 1,280,936	$ 1,299,450	$ 18,514
Assessments - Prepayments	$ -	$ -	$ 9,517	$ 9,517
Interest	$ -	$ -	$ 38,757	$ 38,757
Total Revenues	**$ 1,280,936**	**$ 1,280,936**	**$ 1,347,725**	**$ 66,789**
Expenditures:				
Property Appraiser	$ 13,774	$ -	$ -	$ -
Series 2022				
Interest - 11/1	$ 107,641	$ 107,641	$ 107,581	$ 60
Special Call -11/1	$ -	$ -	$ 8,000	$ (8,000)
Principal - 5/1	$ 1,077,000	$ 1,077,000	$ 1,077,000	$ -
Interest - 5/1	$ 107,641	$ 107,641	$ 107,520	$ 121
Total Expenditures	**$ 1,306,056**	**$ 1,292,282**	**$ 1,300,100**	**$ (7,818)**
Excess (Deficiency) of Revenues over Expenditures	$ (25,120)		$ 47,624	
Net Change in Fund Balance	**$ (25,120)**		**$ 47,624**	
Fund Balance - Beginning	$ 423,822		$ 584,023	
Fund Balance - Ending	$ 398,702		$ 631,648	

Poinciana

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues:				
Interest	$ -	$ -	$ 5,321	$ 5,321
Total Revenues	**$ -**	**$ -**	**$ 5,321**	**$ 5,321**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 5,321	
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**		**$ 55,321**	
Fund Balance - Beginning	$ 100,000		$ 100,440	
Fund Balance - Ending	$ 150,000		$ 155,762	

Poinciana

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	$ -	$ 140,498	$ 461,621	$ 23,308	$ 23,375	$ 7,508	$ 16,473	$ 3,315	$ 5,854	$ 134	$ -	$ -	$ 682,087
Assessments - Direct	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest	$ 231	$ 225	$ 233	$ 233	$ 219	$ 2,023	$ 2,298	$ 2,385	$ 2,318	$ 2,405	$ -	$ -	$ 12,570
Miscellaneous Revenue	$ 26,243	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,243
Total Revenues	**$ 26,474**	**$ 140,723**	**$ 461,854**	**$ 23,542**	**$ 23,594**	**$ 9,530**	**$ 18,772**	**$ 5,700**	**$ 8,172**	**$ 2,539**	**$ -**	**$ -**	**$ 720,899**
Expenditures:													
General & Administrative:													
Supervisors Fees	$ 1,000	$ -	$ -	$ 1,000	$ 1,000	$ 800	$ -	$ 1,400	$ -	$ 2,600	$ -	$ -	$ 7,800
FICA Expense	$ 77	$ -	$ -	$ 77	$ 77	$ 61	$ -	$ 107	$ -	$ 199	$ -	$ -	$ 597
Engineering	$ 1,289	$ 301	$ 600	$ 1,200	$ 988	$ 3,167	$ 1,860	$ 3,802	$ 4,131	$ 540	$ -	$ -	$ 17,878
Attorney	$ 4,560	$ 1,153	$ 270	$ 3,195	$ 2,966	$ 4,692	$ 4,951	$ 5,435	$ 4,085	$ 6,133	$ -	$ -	$ 37,439
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ 3,600	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,600
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ 4,000
Assessment Administration	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
Management Fees	$ 3,605	$ 3,605	$ 3,605	$ 3,605	$ 3,605	$ 3,605	$ 3,605	$ 3,605	$ 3,605	$ 3,605	$ -	$ -	$ 36,050
Information Technology	$ 103	$ 103	$ 103	$ 103	$ 103	$ 103	$ 103	$ 103	$ 103	$ 103	$ -	$ -	$ 1,032
Website Maintenance	$ 69	$ 69	$ 69	$ 69	$ 69	$ 69	$ 69	$ 69	$ 69	$ 69	$ -	$ -	$ 688
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 69	$ 6	$ 347	$ 2	$ 77	$ 10	$ 25	$ 63	$ 64	$ 585	$ -	$ -	$ 1,249
Printing & Binding	$ -	$ -	$ -	$ -	$ -	$ 75	$ 1	$ 0	$ 3,824	$ -	$ -	$ -	$ 3,900
Insurance	$ 7,255	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,255
Legal Advertising	$ -	$ -	$ -	$ -	$ 302	$ -	$ 610	$ 232	$ 2,600	$ 2,015	$ -	$ -	$ 5,759
Other Current Charges	$ 62	$ 53	$ 53	$ 54	$ 55	$ 106	$ 56	$ 255	$ 56	$ 73	$ -	$ -	$ 822
Office Supplies	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ -	$ -	$ 2
Property Appraiser	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total General & Administrative:	**$ 23,263**	**$ 5,291**	**$ 5,047**	**$ 9,304**	**$ 9,241**	**$ 16,288**	**$ 15,280**	**$ 15,072**	**$ 18,537**	**$ 15,922**	**$ -**	**$ -**	**$ 133,246**

Poinciana

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operation and Maintenance													
Field Services	$ 884	$ 884	$ 884	$ 884	$ 884	$ 884	$ 884	$ 884	$ 884	$ 884	$ -	$ -	$ 8,841
Property Insurance	$ 12,504	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,504
Electric	$ 189	$ 95	$ 98	$ -	$ 189	$ 93	$ 90	$ 89	$ -	$ 170	$ -	$ -	$ 1,012
Landscape Maintenance	$ 12,514	$ 12,514	$ 16,081	$ 16,081	$ 16,081	$ 16,081	$ 16,081	$ 16,081	$ 16,081	$ 17,783	$ -	$ -	$ 155,381
Aquatic Control Maintenance	$ 9,055	$ 12,748	$ 12,748	$ 12,748	$ 12,748	$ 12,748	$ 12,748	$ 12,748	$ 12,748	$ 12,748	$ -	$ -	$ 123,787
Aquatic Midge Management	$ 13,220	$ 13,220	$ 15,327	$ 14,273	$ 14,273	$ 14,273	$ 14,273	$ 14,273	$ 14,273	$ 14,273	$ -	$ -	$ 141,681
R&M - Mulch	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
R&M - Plant Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Structure Repairs	$ -	$ -	$ -	$ 606	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 606
Contingency	$ -	$ -	$ -	$ -	$ -	$ 6,655	$ -	$ 4,270	$ 2,209	$ 500	$ -	$ -	$ 13,634
Total Operations & Maintenance:	**$ 48,366**	**$ 39,462**	**$ 45,138**	**$ 44,593**	**$ 44,176**	**$ 50,735**	**$ 44,076**	**$ 48,346**	**$ 46,196**	**$ 46,359**	**$ -**	**$ -**	**$ 457,445**
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**	**$ 59,357**	**$ 63,418**	**$ 64,732**	**$ 62,281**	**$ -**	**$ -**	**$ 640,691**
Net Change in Fund Balance	**$ (95,155)**	**$ 95,970**	**$ 411,669**	**$ (30,355)**	**$ (29,823)**	**$ (57,493)**	**$ (40,585)**	**$ (57,718)**	**$ (56,561)**	**$ (59,742)**	**$ -**	**$ -**	**$ 80,209**

Poinciana

Community Development District

Special Assessment Receipts

Fiscal Year 2024

MAINTENANCE ASSESSMENTS

Gross Assessments	$ 717,119.22
Certified Net Assessments	$ 666,920.87

Date	Distribution	Gross Assessments Received	Discounts/Penalties	Commissions Paid	Interest Income	Net Assessments Received	100% General Fund
11/10/23	10/13/23 - 10/14/23	$ 10,366.07	$ (530.85)	$ (196.70)	$ -	**$ 9,638.52**	**$ 9,638.52**
11/14/23	10/01/23-10/31/23	$ 15,735.52	$ (627.03)	$ (302.17)	$ -	**$ 14,806.32**	**$ 14,806.32**
11/17/23	11/01/2023-11/05/23	$ 22,820.96	$ (912.64)	$ (438.17)	$ -	**$ 21,470.15**	**$ 21,470.15**
11/24/23	11/06/23-11/12/23	$ 100,533.31	$ (4,019.98)	$ (1,930.26)	$ -	**$ 94,583.07**	**$ 94,583.07**
12/8/23	11/13/23-11/22/23	$ 126,809.18	$ (5,071.30)	$ (2,434.76)	$ -	**$ 119,303.12**	**$ 119,303.12**
12/21/23	11/23/23-11/30/23	$ 314,019.63	$ (12,734.26)	$ (6,025.70)	$ -	**$ 295,259.67**	**$ 295,259.67**
12/29/23	12/01/23-12/15/23	$ 49,856.91	$ (1,838.60)	$ (960.37)	$ -	**$ 47,057.94**	**$ 47,057.94**
1/10/24	12/16/23-12/31/23	$ 19,503.58	$ (576.37)	$ (378.55)	$ -	**$ 18,548.66**	**$ 18,548.66**
1/16/24	10/01/23-12/31/23	$ -	$ -	$ -	$ 4,759.53	**$ 4,759.53**	**$ 4,759.53**
2/9/24	01/01/24-01/31/24	$ 24,449.62	$ (597.67)	$ (477.04)	$ -	**$ 23,374.91**	**$ 23,374.91**
3/13/24	02/01/24-02/29/24	$ 7,914.74	$ (253.96)	$ (153.22)	$ -	**$ 7,507.56**	**$ 7,507.56**
4/10/24	03/01/24-03/31/24	$ 16,993.72	$ (184.04)	$ (336.19)	$ -	**$ 16,473.49**	**$ 16,473.49**
5/20/24	01/01/24-03/31/24	$ -	$ -	$ -	$ 322.59	**$ 322.59**	**$ 322.59**
5/31/24	4/1/2024-04/30/24	$ 3,053.71	$ -	$ (61.07)	$ -	**$ 2,992.64**	**$ 2,992.64**
6/20/24	05/01/24-05/31/24	$ 2,162.76	$ -	$ (43.26)		**$ 2,119.50**	**$ 2,119.50**
6/28/24	06/03/24-06/03/24	$ 3,810.80	$ -	$ (76.21)	$ -	**$ 3,734.59**	**$ 3,734.59**
7/24/24	04/01/24-06/30/24	$ -	$ -	$ -	$ 134.39	**$ 134.39**	**$ 134.39**
Total Collected		**$ 718,030.51**	**$ (27,346.70)**	**$ (13,813.67)**	**$ 5,216.51**	**$ 682,086.65**	**$ 682,086.65**
Percentage Collected							**102%**

DEBT SERVICE ASSESSMENTS

Gross Assessments	$ 1,376,976.82
Certified Net Assessments	$ 1,280,588.44

Date	Distribution	Gross Assessments Received	Discounts/Penalties	Commissions Paid	Interest Income	Net Assessments Received	100% Debt 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**
4/10/24	03/01/24-03/31/24	$ 32,840.78	$ (373.96)	$ (649.34)	$ -	**$ 31,817.48**	**$ 31,817.48**
5/31/24	4/1/2024-04/30/24	$ 6,205.00	$ -	$ (124.10)	$ -	**$ 6,080.90**	**$ 6,080.90**
6/20/24	05/01/24-05/31/24	$ 4,394.64	$ -	$ (87.89)		**$ 4,306.75**	**$ 4,306.75**
6/28/24	06/03/24-06/03/24	$ 7,743.42	$ -	$ (154.87)	$ -	**$ 7,588.55**	**$ 7,588.55**
Total Collected		**$ 1,378,454.33**	**$ (52,485.11)**	**$ (26,519.39)**	**$ -**	**$ 1,299,449.83**	**$ 1,299,449.83**
Percentage Collected							**101%**

SECTION D

SECTION 1

Averett Septic Tank Company Inc
PO Box 266
Eaton Park, FL 33840

Phone: (863) 665-1748
tlister@averettseptic.com
www.averettseptic.com

Bill to
Poinciana CDD
219 E Livingston St
Orlando, Florida 32801

Ship to
Poinciana CDD 1
500 Genoa Dr
Poinciana, Florida 34759

Work Order Description
Quote is perform a Quarterly PM for the storm water lift station.

Services include checking and logging amps/hours on pumps, cycling and cleaning floats to ensure proper function, removing any trash from lift station.
We also replace pumps, panel boxes, replace internals in panel box, and do partial and full rehabs for lift stations.

Quote #: q260144

Item	Description	Quantity	Price	Amount
Quarterly PM	Quarterly PM	4	$185.00	$740.00

Subtotal:	$740.00
Tax:	$0.00
Total:	$740.00
Payments:	$0.00

SECTION 2

Poinciana

Community Development District

September 18th, 2024

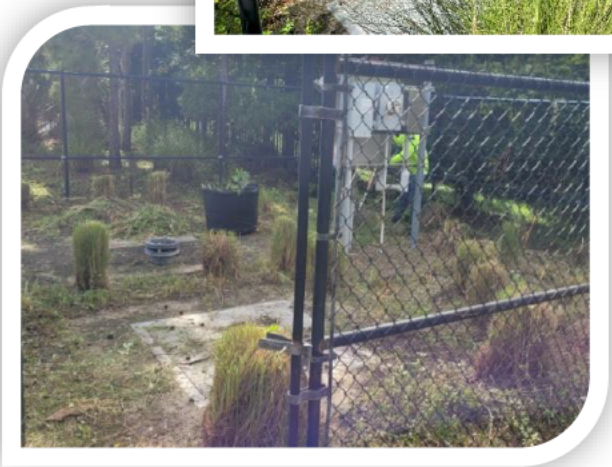
Joel Blanco - Field Services Manager

GMS

Completed

Lift Station at Bella Viana Tunnel

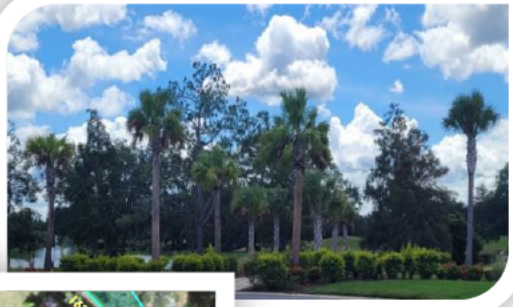
- GMS was made aware of ownership of lift station by the Bella Viana Tunnel.
- Lift Station landscaping was completed with vendor informing Field Services that recurring services will not have an additional charge.
- Attached is a proposal from Averett for quarterly lift station maintenance for board consideration.
- Utility services to the lift station has been transferred from the HOA to the CDD.



Site Item

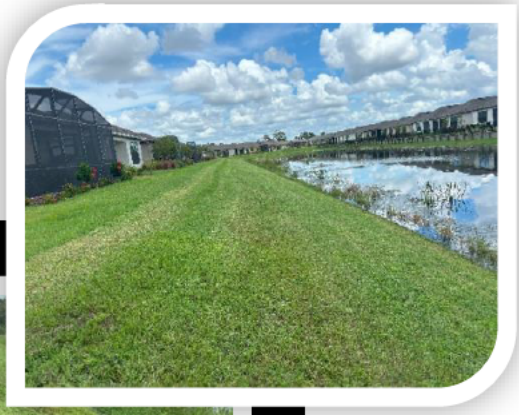
Resident Request to Install Holiday Lights on Palm Trees

- Resident residing in Via Monte Napoleone Dr. has requested to install holiday lights on CDD owned palm trees.
- Palm Trees are located at the roundabout entrance of Via Monte Napoleone Dr (Tract C3.)
- Lights are thin copper wire solar lights that would go around the body of the palm.
- Resident has volunteered to remove some of the boots of the palms for better aesthetic of the lights.
- Lights would be installed and tested prior to the start of the holiday season.



Site Items

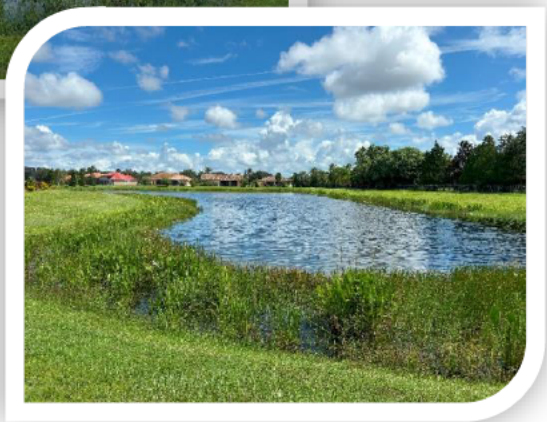
Landscape Maintenance Review



- GMS staff continues to review CDD owned landscaping.
- Reviewed landscaping remains with clean and tidy easements at the end of resident property line with pond banks at appropriate height levels.
- Landscaping vendor has assisted string trimming some of the excessive edge grasses in support of the spray treatment at several ponds.
- CDD was made aware that starting in November, the HOA will start using Juniper as it's landscaping vendor. Field Staff will assist with any common areas in question.

Site Items

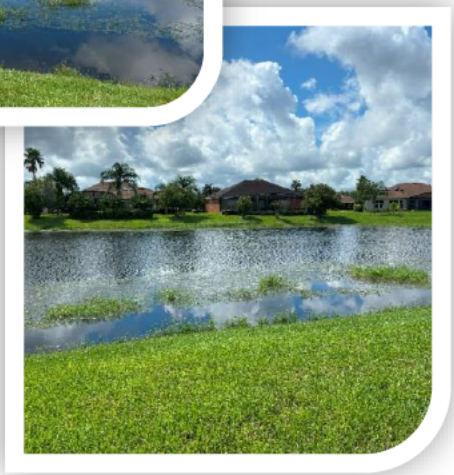
Aquatic Maintenance Review



- GMS staff continues to review ponds throughout the district.
- Along with the algae bloom treatments throughout the district, vendor is spraying back several edge grasses at several ponds and island clusters at ponds when visible.
- Vendor has sprayed several ponds on multiple occasions due to scattered rain washing off initial treatment.
- Boat treatment has been scheduled for several ponds experiencing thick grasses due to consistent rain.
- Littoral plants have been thriving during the summer season. Several residents have inquired if littorals will trimmed, field services has advised that littoral usually remain untouched as they are beneficial to the health of the pond and assist with midge management.

Site Items

Review of E3



- GMS Staff continues to review E3.
- Hydrilla throughout the pond appears treated with another treatment scheduled.
- Consistent rains have factored in overextended edge grasses thickening. Boat treatment has been scheduled.
- DredgeSOX repair has been tentatively scheduled for mid-October. Confirmed date will be forwarded to the board with mass communication to be sent the residents at that section.

Conclusion

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

Respectfully,

Joel Blanco

SECTION 3

Item will be provided under separate cover.

SECTION 4

Item will be provided under separate cover.

SECTION 5

Date	Resident	Address	Contact Given	Pond	Complaint	Assigned To	Resolution	Date Resolved
7/11/2024	Susan Borchini	345 Sorrento Rd.	[redacted]	PE3	overgrown edge grasses; algae	Joel	Scheduled treatment with aquatics vendor.	7/11/2024
7/13/2024	Marjorie Morand	417 Grand Canal Dr.	[redacted]	PA911	Asking about work done on her pond	Joel	Left voicemail requesting additional information on her inquiry.	7/13/2024
7/14/2024	Earl Clark	1208 Glendora Rd. N	[redacted]	D4	Grass islands	Joel	Scheduled treatment with aquatics vendor.	7/14/2024
7/15/2024	Lynn Popowich	549 Robin Pl	[redacted]	PD10	Overgrown edge grasses	Joel	Reviewed area. Explained district engineer's recommendation of 3-4ft. buffer of edge grasses.	07/21/2024
7/15/2024	Elizabeth Hussey	536 Genoa Dr.	[redacted]		Tunnel flooded and alarm going off	Joel	Lift station was serviced and alarm turned off.	07/15/2024
7/15/2024	Henry Rosenzweig	504 Villagio Loop	[redacted]	PE18	Grass clippings filling up pond	Joel	Reviewed area; some grass clippings were present.	07/21/2024
7/18/2024	Carol Sue Indianer	556 Grand Canal Dr.	[redacted]	Canal 1	Trash in canal	Joel	Reviewed area and removed minor trash at bank.	7/21/2024
7/18/2024	Lynn Popowich	549 Robin Pl	[redacted]	PD10	Overgrown edge grasses	Joel	Further explained benefits of edge grasses and littoral plants.	07/18/24
7/19/2024	Stan Brzoska	4042 Via Toledo Ct.	[redacted]	P5	Overgrown edge grasses	Joel	Scheduled treatment with aquatics vendor.	07/19/24
7/22/2024	Sharon Morin	377 Acadia Dr.	[redacted]	PC12	Pond condition worsening; requesting call back	Joel	Reviewed area with hydrilla treatment ongoing.	07/26/24
7/25/2024	Leon Gonzalez	1188 Via Galuppi St.	[redacted]	P6	Requesting clean up of trash in pond	Joel	Reviewed area and removed minor trash at banks.	07/26/24
7/25/2024	Carol Sue Indianer	556 Grand Canal Dr.	[redacted]	Canal 1	Trash in canal	Joel	Provided resident update on trash pickup.	07/25/24
7/25/2024	Chris O'Donnell	1397 Lombardi Court	[redacted]	P8	Inquiring about retaining wall behind property	Joel	Explained that retaining walls fall under the HOA for any maintenance.	07/25/24
7/25/2024	Rajmatee Hanooman		[redacted]		Homeowner stated that Venezia tunnel flooded, lights out	Joel	Reviewed tunnel. No flooding with lights working.	07/25/24
7/26/2024	Renee Desoi	258 Sand Piper Dr.	[redacted]		Concerned about tall tree over tree line behind home	Joel	Tree in question is located in a conservation area.	07/26/24
7/26/2024	Alyce Paycher	633 Da Vinci Pass	[redacted]	Tract C-A	Trash in drains	Joel	Reviewing area in question.	07/26/24
7/29/2024	Susan Borchini	345 Sorrento Rd	[redacted]	E3	Requesting weeds be sprayed, algae treated	Joel	Treatment scheduled with aqautics vendor.	07/29/24
7/29/2024	Marjorie Morand	417 Grand Canal Dr.	[redacted]	PA911	Asking about work done on her pond	Joel	Resident reported low water levels as erosion. Advised that pond water will fill pond.	07/29/24
7/29/2024	Sharon Morin	377 Acadia Dr.	[redacted]	PC12	Pond condition worsening; requesting call back	Joel	Left voicemail. Reviewed area hydrilla treatment is ongoing.	08/02/24
8/2/2024	Maureen Macri	710 Portofino Dr.	[redacted]	CA	Questions about pond	HOA	Advised resident to reach out to HOA	08/02/24
8/5/2024	Alyce Paycher	633 Da Vinci Pass	[redacted]	Tract C-A	Trash in drains	Joel	Scheduling review of area.	08/05/24
8/5/2024	Thelia Mead	3654 Via Rizzoli Ct.	[redacted]	Tract A	Fence damaged by vendor while mowing	Vendor/Developer	Easement is not near resident fences. She was mistaken with Yardnique.	08/05/24
8/6/2024	Elizabeth Kennedy	512 Santavita Place	[redacted]	P-C10	Midges	Joel	Scheduled treatment with midge management vendor.	08/06/24
8/6/2024	Denise Smith	728 Shorehaven Dr.	[redacted]	P-D8	Pond grasses too high	Joel	Reviewed pond and requested grass spraying with aquatics vendor.	08/07/24
8/9/2024	Sylvia White	224 Sorrento Rd.	[redacted]	P-E18	Plant debris in & around tunnel	Joel	Left voicemail.	08/09/24
8/16/2024	Sylvia White	224 Sorrento Rd.	[redacted]		Plant debris in & around tunnel	Joel	Reviewed area, some debris from near landscaping bed made it's way inside the tunnel due to storm. Scheduled maintenance to remove.	08/21/24
8/19/2024	Katherine Rizzo	3919 Via Mazzini Ct.	[redacted]	P16	Hydrilla and grass growing in pond	Joel	Reviewed area with resident. Scheduled treatment with aquatics vendor.	08/21/24
8/19/2024	Lynn Popowich	549 Robin Pl	[redacted]	PD10	Overgrown edge grasses; questions about maintenance	Joel	Reached out to resident to answer questions about pond maintenance	08/19/24
8/20/2024	Sheri Wollschlager		[redacted]		Reported algae at A5.	Joel	Scheduled treatment with aquatics vendor.	08/20/24
8/20/2024	Austin?		[redacted]			Joel	Left voicemail.	
8/21/2024	Amelia Borgese	145 Sorrento Road	[redacted]	PE2	Grass/weeds around pond overgrown	Joel	Reviewed area and request grass spraying from aquatic vendor.	08/28/24
8/22/2024	Susan Borchini	345 Sorrento Rd	[redacted]	E3	Algae, grass floating in pond	Joel	Scheduled treatment with aquatics vendor. Noted that current algae is decaying after review.	08/28/24
8/26/2024	Alice Womack	1221 Cambria Bend	[redacted]	PC10	Question about rules regarding pool repair	Joel	Notified resident that they are responsible for any disposal of pool water needed for repairs	08/26/24
8/26/2024	Julie Alberts	680 Shorehaven Dr.	[redacted]	PD8	Requesting removal of lillies/grasses due to gators	Joel	Explained to resident the benefits of littorals and district's protocol leaving littorals as is.	08/26/24
8/28/2024	David Lane	260 Sorrento Rd	[redacted]	PE18	Grass/weeds in pond; questions about CDD	Joel	Treatment scheduled with aqautics vendor.	08/28/24
8/29/2024	Sharon Burns	328 Sorrento Road	[redacted]	PE21	Residents dumping grass and dirt into pond	Joel	Reviewed area for prominent algae bloom; none to report.	09/04/24
8/30/2024	Elizabeth Kennedy	512 Santavita Place	[redacted]	P-C10	Follow up questions on midge treatment	Joel	Requested additional midge treatment.	09/02
8/30/2024	Susan Borchini	345 Sorrento Road	[redacted]	E3	Algae, grass floating in pond	Joel	Scheduled treatment with aquatics vendor.	09/02/24
9/2/2024	Pam Nash		[redacted]		Asking general questions on edge grasses and littoral plants.	Joel	Answered general questions on edge grasses allowable lenght and littoral plant maintenance.	09/04/24
9/3/2024	Jan Gripp	Via Monte Napoleone Dr.	[redacted]	G1	Asking for review of landscaping	Joel	Met with resident regarding landscaping pertaining to Tract C-3.	09/04/24
9/3/2024	Earl Clark	1208 Glendora Rd. N	[redacted]	D4	Requesting pond treatment	Joel	Scheduled treatment with aqautics vendor.	09/03/24
9/3/2024	Alyce Paycher	633 Da Vinci Pass	[redacted]	Tract C-A	Bottles in storm drain	Joel	Bottles were removed by field staff.	09/04/24
9/6/2024	Rose Kerr	389 Sorrento Rd.	[redacted]	E3	Torpedo grass in pond	Joel	Informed resident that boat treatment has been scheduled.	09/10/24
9/9/2024	Leta Zahuranec	624 Grand Canal Dr.	[redacted]	Canal 1	Vendor not mowing Venezia golf cart path for 3 weeks	Joel	Vendor serviced area.	09/09/24
9/9/2024	James Ziarek	309 Via Torrente Dr.	[redacted]	P1F	Edge grasses/weeds around pond too high	Joel	Scheduled grass spraying with aqautics vendor.	09/11/12
9/10/2024		1203 Cambria Bend	[redacted]	C1	waterway damaged during mowing	Joel	Reviewed area, prominent tire tracks from riding mower due to rain fall.	09/11/24

SECTION XIV

SECTION A

SOLIVITA®
HOA

CONSERVATION & WILDLIFE COMMITTEE

LET'S DISCUSS THE BEAR NECESSITIES

Lori Lindsay

Lori has spent the last 10 years as a Bear Response Contractor for the Florida Fish & Wildlife Conservation Commission, assessing animal and human behavior regarding human-bear conflict. Ms. Lindsey has a Masters degree in Biology from the University of Miami. She is a recognized expert, and sought after speaker, on the topic of bears.

DATE: October 9, 2024
TIME: 10:00 AM
PLACE: Starlite Ballroom
PRICE: Admission FREE