

Poinciana
Community Development District

Agenda Package

May 21, 2025

AGENDA

Poinciana

Community Development District

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

May 14, 2025

**Board of Supervisors
Poinciana Community
Development District**

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet **Wednesday, May 21, 2025 at 12:00 p.m. at The Gator Room, 385 Village Drive, Poinciana FL.**

Zoom Information for Members of the Public:

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

Dial-in Number: (646) 876-9923

Meeting ID: 937 0499 2274

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Pledge of Allegiance
3. Public Comment Period on Agenda Items
4. Approval of Minutes of the April 16, 2025 Board of Supervisors Meeting
5. Consideration of License Maintenance Agreement with Solivita Community Association, Inc.
6. Review of Earth Day Participation and Discussion of Other Educational Opportunities
7. Review of Midge Management Program
8. Presentation from Solivita Fishing Club on Pond Stocking Plan
9. Review of Annual Engineer's Stormwater Inspection Report
10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Action Items List
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - iv. Form 1 & Ethics Training Reminder
 - D. Field Manager's Report
 - i. Presentation of Proposal for Aerator at Pond B-1
 - ii. Presentation of Proposal for TryMarine at Pond B-5
 - iii. Pond Maintenance Report
 - iv. Midge Management Report
 - v. Customer Complaint Log

11. Supervisor's Requests
12. Other Business
13. General Audience Comments
14. Next Meeting Date- June 18, 2025, 12:00 PM; The Gator Room
15. Adjournment

Sincerely,

Tricia L. Adams

District Manager

MINUTES

**MINUTES OF MEETING
POINCIANA
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Poinciana Community Development District was held on Wednesday, **April 16, 2025**, at 12:00 p.m. via Zoom Communication Media Technology and in the Gator Room, 385 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Jon Cameron	Chairman
Rick McKelvey	Vice Chairman
Tony Reed	Assistant Secretary
Anita Nelson	Assistant Secretary
Robert Zimbardi	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Jay Lazarovich	District Counsel
Kathy Leo	District Engineer
Joel Blanco	Field Services
Cherrief Jackson	Clarke Midge Control
Chris Reed	SOLitude
Gene Burch	Solivita Fishing Club President
Solivita Fishing Club Members	
Dr. Donovan Brown	
Residents	

The following is a summary of the discussions and actions taken at the April 16, 2025, 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 12:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

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

Mr. Cameron opened the Public Comment Period. The following residents addressed the Board:

- Ms. Janet Davidson of 124 Amalfi Lane was informed that a pond that had duckweed for almost one year now, would be treated, but was informed that the vendor had to wait for a period in between each treatment. The duckweed needed to be removed, but it was not connected to the bottom. It was floating all around the pond and looked like large islands. Erosion that was dealt with, was standing strong and looked good; however, the golf course side was eroding and there were edges along the outer edge of the pond. There were major midge problems. Someone was out there spraying with a spray machine, but they needed to slow down. *Mr. Cameron requested Mr. Blanco address this during his report.*
- A Resident pointed out that someone was not doing their job, preventing algae from forming a bloom. For three months, Pond B-1, which was the showcase of their community, had algae. He called Mr. McKelvey, because the entire pond was full of algae, as well as Mr. Blanco, who had someone from a boat spray it, removing 90% of the algae, but it needed to be treated again. He questioned why they needed to wait to act until a resident complained about it and hoped in the future, that the Board would be proactive. *Ms. Adams noted there was a presentation on the algae abatement program with Solitude.*
- Mr. George Snider of 111 Marabella Loop, enjoyed the golf course, but voiced concern that the tunnel going under the road from Hole #10 and Hole #11, had not been usable for 18 months. According to the golf course, it was the responsibility of the CDD. *Ms. Nelson confirmed that it belonged to the golf course.* Mr. Snider pointed out that it was a health hazard, as it had standing water. *Mr. Cameron indicated that it was owned by the developer and the golf course and the CDD owned the two tunnels going to the other communities.*

Mr. Gene Burch, of 121 Sorrento Road, representing the Solivita Fishing Club, distributed some handouts to the Board, which would be circulated during Earth Day. He was one of three speakers, along with Mr. McKelvey and presented a packet of information that was

provided to all new members of the Fishing Club. In 2012 while fishing in one of the ponds, he encountered a fish with a nylon rope in its mouth, which resulted in their Fishing for Trash program. This program was well liked by management and the residents. According to the map provided to the Board, there were 4,000 houses abutting these ponds and the number of complaints received about fishing in the ponds, was $\frac{1}{4}$ of 10% or 10 people. He reviewed past minutes but could not find any quantities of people complaining about fishing. Since they started their Fishing for Trash program, they collected 6,440 pounds of trash out of the ponds, mainly plastic water bottles. They typically spent 300 man-hours per year collecting trash from the ponds and collected 3 tons or 46,000 plastic bottles, 1,554,000 plastic grocery bags and 888,000 Styrofoam cups, which never disintegrate. If they were told that they could not fish behind people's houses, their Fishing for Trash Program would stop, which would be costly for the CDD and felt that they needed to educate people about fishing in the ponds. One suggestion was to post a joint article in the newsletter. The CDD had no way to enforce no fishing and there was nothing that security could do. The only option was not to do the Fishing for Trash Program or not allowing fishing at all in Solivita.

Mr. Ted Weiland of 951 Bella Viana Road, past President of the Solivita Fishing Club, was going to remind the Board about some ramifications of this policy, but after reading the minutes from prior CDD meetings, he decided to discuss the response from residents. According to Mr. McKelvey, residents would be angry about this and would question why they should have a policy, if the CDD could not enforce it. Ms. Adams and other staff did not recommend the CDD policy change. There was not much that he could say to convince the Board Members that this was not a good idea. If they were not going to tell people who lived on the ponds that they could not fish, because they were not in a preferred area and would make an exception for them and their guests to fish there, many Solivita fishermen were going to become guests. Ms. Nelson questioned the number of fishermen in their club. Mr. Weiland indicated that there were 80 fishermen out of 10,000 people in Solivita and asked the following questions: 1) Where golf carts would park on land owned by the CDD that were designated fishing spots, if they were not allowed to be on CDD land, 2) Whether the CDD would remove an aggressive alligator from one of the designated fishing spots, 3) Whether all ponds that had a flat level bank, would be designated as fishing spots, 4) Whether there would need to be other criteria to have them removed from the fishing list and what were they going to tell 1% of homeowners who did not

want designated fishing behind their house that still see people fishing, because the CDD could not enforce it and 5) The number of lawsuits from people fishing on CDD property. Members of the Fishing Club, fish in 80 ponds. If there were 30 circles on the map, they could not fish on 50% of the ponds, if they see 20 circles, 70% of the ponds were no longer available and if there were 10 circles, 80% of the ponds were no longer available for fishing. The Fishing Club was willing to work with the Board to make it fishing safe, compliant and respectful for residents. There being no further comments, Mr. Cameron closed the audience comment period.

FOURTH ORDER OF BUSINESS**Approval of Minutes of the March 19, 2025, Board of Supervisors Meeting**

Ms. Adams presented the minutes of the March 19, 2025, Board of Supervisors meeting, which were included in the agenda package. Corrections were provided by Mr. Cameron, which were incorporated. Mr. Cameron pointed out on Page 9, under the Seventh Order of Business, he recalled that Mr. Blanco was going to investigate the use of clams in the ponds, to help filter out the algae. The third line from the bottom of the paragraph that says, *“Mr. McKelvey recalled at the last meeting, Mr. Bob Monica mentioned that there were liability issues, as there were no ‘No Fishing’ signs,”* should be Mr. Cameron.

On MOTION by Ms. Nelson seconded by Mr. McKelvey with all in favor the Minutes of the March 19, 2025, Board of Supervisors Meeting were approved as amended.

FIFTH ORDER OF BUSINESS**Discussion of Palm Disease Prevention with Dr. Donovan Brown**

Mr. Cameron introduced Dr. Donovan Brown, who made a palm tree disease presentation to the HOA meeting. Dr. Brown indicated that this presentation was designed for the HOA, but it pertained to this Board, as everyone in the room was a member of the HOA. Palm tree disease was currently occurring in palm trees and all the palm trees in Solivita were susceptible. It was known as lethal bronzing. There were a couple of different palm tree diseases in the community; one of which, *Fusarium Oxysporum*, was around for many years, which was a fungal disease eliminating Washingtonian Palms for years. Out of their 100 Washintonias 10 to 15 remained. It was an airborne disease that was also transmitted by pruning equipment. There was a new disease that affected the tall Washintonias and Queen Palms. In addition, the Queens were

susceptible to the new lethal bronzing disease, but it was difficult to determine which one might be affected. The organism of the lethal bronzing was a Phytoplasma, a bacterium that had no cell wall, which was affecting all the palms in Solivita. It was first detected in Tampa in 2006 and by 2008, it spread all over Hillsborough County and the entire state in 2018. Presently, it was being spread from Jacksonville to Key West and was becoming a significant cause of palm tree death in Solivita. It was spread by an insect that must be in the vector or the plant to be spread. Lethal bronzing disease was found in 17 different Palm species, including the Dwarf Sugar Palm, Yagua Palm, Bismarck Palm, Jose Esper Palm, Bendo Palm, Carpentaria palm, Coconut Palm, Chinese Fan Palm and Canary Island Date Palm, which were at the entrance of Treviso, Medulla Palms, Phoenix Roebelenii, Phoenix Sylvesters, Fiji Fan Palm, Buccaneer Palm, Needle Palm, Mexican Palmetto Palm, Sabal Palm, Queen Palm and Chinese Windmill Palm.

Dr. Brown explained that once a palm demonstrates symptoms, nothing could be done about it. There were only two preventative measures, one was to apply a bactericide called Oxytetracycline (OTC), a systemic applied insecticide, to the base of the tree, which was the most effective treatment, because it was absorbed by the roots and taken up into the tree. It was injected to the palms every three to four months and required special injection equipment. Floralawn was already injecting all the palms with an OTC and he was currently working diligently to come up with some recommendations. The only large area of the CDD that was involved, was the park between Glendora Road and Shorehaven. The golf course would be encouraged to respond, as the community was surrounded by their trees. Lethal branching has become an epidemic in Central Florida. It was now an issue in Solivita, and they needed immediate mitigation. However, it would fall back on individual homeowners. He was attending a workshop in West Palm Beach in a month and would come back to the Board with more information. Anyone who was interested in getting ahead of it should spray around the base of their trees. The affected trees were based on his visual interpretation of the symptoms and not through analysis of core samples of the trunk of the trees. Photos of the affected trees in various stages of the disease were shown to the Board.

SIXTH ORDER OF BUSINESS

Discussion of Midge Management Program with Cherrief Jackson

Ms. Cherrief Jackson of Clarke Midge Control discussed the Midge Management Program. She was the Local Control Consultant, managing the account and working directly

with Mr. Blanco, to identify issues and ensure that their operations team were handling any midge issues. Midges come out of the pond and feed on weed, algae and plants. Treatment included chemical larvicide to try to keep them from emerging from the pond. Clarke treats 20 to 25 ponds in Poinciana with a monthly larvicide, to keep the number of midges down to a minimum, but they could not eradicate them completely. However, when the midges emerge from the ponds, they go around the ponds with an ATV and spray the midges with an adulticide every week. When residents turn on their lights, the midges come out of the pond and head towards the light, as they are attracted to light. They also spray on the roadway past the homes, if it was bad and try to fight them. If they receive a complaint from Mr. Blanco, they will also come out with an ATV to spray other CDD property. Discussion ensued.

Mr. McKelvey questioned how the ponds were selected. Ms. Jackson did not know how the original ponds were selected but believed that they were ponds owned by the developer and were transferred to the CDD. By the time that she started handling this contract, the ponds were already selected. Mr. McKelvey asked if they were treating the same 20 ponds and if there was a midge problem in these ponds. Ms. Jackson pointed out if the environment had not changed, if they stopped treating the problematic ponds, they would start seeing more midges. Even with the treatments, they would occasionally see midges, but it would not be as bad as before. However, it is a dynamic process. They could add more ponds at any point in time because depending on how close the ponds were, midges could fly from one pond to another. The ponds in this program were the worst ponds. She would make recommendations from time to time, based on complaints, such as adding Ponds P-3 or P-1F. Mr. McKelvey questioned preventative measures such as biological control, including fish. Ms. Jackson confirmed they all helped and recalled Clarke recommending this when they had their aquatics division, now sold to SOLitude, who handled the fish stockings, littoral plantings, aerators and fountains. Ms. Nelson pointed out that one of the ponds recommended for fish stocking was Pond E-3. Mr. Tony Reed questioned whether the speed of the ATV would affect coverage. Ms. Jackson explained that all their ATVs had meters that monitored the speed. If they were going higher or lower than a certain speed, the spray would cut off. It also had GPS tracking.

A lengthy question and answer session ensued regarding the effectiveness of the foggers, boundary treatments, monitoring and the use of ATVs. Ms. Jackson indicated that they used a fine mist, to try to cover as much area as possible. The overall goal was capturing the midges in

the larval state and killing as many as possible, so they did not regenerate. They could do boundary treatments, but it was expensive, as someone had to walk around with a backpack for hours. There were checks and balances on how much product was used and should be used. When using an ATV, there were routes. An ATV was also used on a pond that was having an issue that was not on the list, to try to give as many residents relief as possible. Ms. Nelson noted that E-3 was a problem, but did not hear that midges were a problem and asked if there were any complaints. Ms. Jackson had not heard of any issues. Ms. Nelson pointed out that one issue was that residents did not know who to call when there were midge issues. Ms. Jackson preferred that they call the CDD, so there was a record. Ms. Adams indicated that there was a Complaint Log maintained by the CDD. Ms. Nelson would make sure that Ms. Davidson received contact information.

- **Presentation of Algae Abatement from Solitude** (*Item 11A*)

Mr. Chris Reed of SOLitude Lake Management, who had been taking care of their aquatics for 13 years reported that they were finally able to get a boat into Pond B-1 last week. They did a good job of installing the littoral plantings, but the chemicals that they used for the algae and hydrilla treatment did not work well with the littorals. On Pond B-1, they had a nice ring of littorals. Another issue that they were having with the ponds, particularly Ponds B-1 and E-3, were with the water levels. They spent money redoing the banking, but the only way to effectively treat the grasses in those areas, was from a boat. There was an issue with duckweed on a few ponds. It would get into the littorals, and they would have to choose a chemical that did not kill the beneficial plants. Mr. Tony Reed pointed out that Pond B-1 was disgusting. Mr. Chris Reed confirmed that 90% of the pond was cleaned out, but they had to wait for a rain event a week and a half ago, to put a boat into the pond due to low water level. There needed to be two treatments; the first one was to put trail hoses into the pond, because algae is coming up from the bottom. He had to drive around in circles to treat the subsurface first before spraying the top. It looked good, but he had to wait for rain to get the boat back in there again. Ms. Nelson pointed out that on Pond E-3, where the repair was made, some of the dirt was washing away. Mr. Chris Reed would check on it with Mr. Blanco. The banks looked good, as they had a good maintenance program with Floralawn. Ms. Adams recalled during the public comment period, there was a concern that there was no monitoring of the ponds, unless someone called and

complained. Mr. Chris Reed indicated that he treated every pond that needed to be treated and performed two inspections per month. He was onsite four days per week and was happy to educate residents. Ms. Adams encouraged residents to go to PoincianaCDD.org for contact information to report any maintenance concerns.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-03 Approving Proposed Fiscal Year 2026 Budget and Setting a Public Hearing

Ms. Adams presented Resolution 2025-03, approving the Proposed Budget for Fiscal Year (FY) 2026 and setting the public hearing for July 16, 2025, at 12:00 p.m. at this location. At least three Board Members confirmed that they would be able to attend July 16, to constitute a quorum. The Board had the ability to revise the Proposed Budget, which was attached to the resolution, up through the budget adoption. However, they would be setting a cap on their operation and maintenance (O&M) assessment fees. It could be the same or lower as what is approved with the Proposed Budget but could not be higher. The Proposed Budget contemplated the same assessment as the prior year and no increases for FY 2026. Approval of the Resolution also allowed for transmittal of the Proposed Budget to Polk County, as well as posting it on the CDD website and noticing the hearing in accordance with Florida Statutes. The CDD was on a Fiscal Year that started on October 1 and ended on September 30. Ms. Adams highlighted the following:

- All the assessments for the Poinciana CDD were collected on the Polk County Tax Bill, in the non-ad valorem section. The proposed revenue was the same amount as last year, with a total assessment of \$886,925.

Mr. Tony Reed questioned where the Taylor Morrison fees were tracked in the budget. Ms. Adams pointed out on the bottom of Page 2 of the budget, there was a table showing 3,820 platted units, as well as commercial and golf course parcels that paid assessments to the CDD for maintenance of the stormwater system and tunnels. If there was a property conveyance, reimbursement or revenue from Taylor Morrison, in the past it was included under *Revenues*, as a special line item, but no funds were budgeted at this time. Mr. Cameron pointed out that the line item for any work that legal or engineering performs as part of the conveyance, revenues offset the expenditures for those two specific line items.

- For *Administrative Expenditures*, the amount adopted for FY 2025 was \$150,564 and \$150,146 was proposed for FY 2026.
- *Attorney* was overspent according to the budget. Ms. Carpenter recommended increasing it to \$35,000 for FY 2026.
- *Management Fees* increased, as the current budget was \$45,423 and the \$46,748 for FY 2026. There was also a 3% increase in GMS fees including *Information Technology* and *Website Maintenance*.

Ms. Nelson questioned why no funds were budgeted for arbitrage or Property Appraiser. Ms. Adams explained that arbitrage reports were usually required to be filed at five-year intervals and would confirm there was no filing requirement for this year. Regarding the Property Appraiser fee, it was included in the budget on Page 2, in the *Collection Cost* of 7% or \$66,758.

- There was a 3% proposed increase for *Field Services* from \$11,140 in FY 2025 to \$11,474 in FY 2026.
- *Property Insurance* increased due to an evaluation from the insurance company on the current costs to reconstruct the tunnels.

Ms. Nelson asked if *Storm Water Quality Improvements* include items that Mr. McKelvey was working on with Mr. Blanco. Ms. Adams confirmed that this was the case, as there was ongoing discussion about biological agents such as clams and other possible improvements such as aerators. The amount could be increased or decreased depending on what the Board wanted to do. It was a placeholder. There was a *Landscape Improvement Areas Contingency* for the maintenance of property that was owned by the District. The line item was recommended for this year. Once there was resolution with the Association, the money could be allocated to other line items. Ms. Nelson questioned whether *Pressure Washing* of \$12,000 was new. Ms. Adams explained that it was paid for in prior years under general maintenance, but there was a request to include pressure washing in the budget.

- *Landscape Maintenance*, *Aquatic Midge Management* and *Aquatic Control Maintenance* were budgeted at the contracted amounts for next year's services.
- *Aquatic Midge Management* decreased from \$194,062 to \$191,733, as the District would anticipate spending \$176,000 by the end of year, but recommended having a cushion, to allow for additional larvicide or adulticide treatments.

- *Lift Station Maintenance* was \$3,000, as the Board approved an annual maintenance agreement.
- *Storm Structure Repairs, Storm Water Quality Improvements* and *Contingency* were placeholders for any repairs that were needed because of the District Engineer's inspections or recommendations.

Mr. Cameron questioned the \$41,616 budgeted for the *Storm Structure Repairs*, as no funds were spent. Ms. Adams explained that no funds were spent, but they were projecting to spend some amount for repairs that were required or there was a failure in the stormwater system, which was hard to predict. Ms. Leo confirmed that there were not many repairs required at this time. Ms. Adams pointed out that the District was fortunate, but the stormwater system was over 20 years old. Ms. Leo recommended inspecting it in the next 30 to 60 days. The bulk of the current repairs were from last year's hurricanes. Ms. Nelson questioned whether *Arbitrage* had to go out for bids. Ms. Adams confirmed that it was not required to go out to bid, but they were using AMTEC because they were the least expensive and capable service provider.

- *Transfer Out - Capital Reserve* was \$50,000 for FY 2025 and was decreased to \$37,943 for FY 2026.
- This was a balanced budget with total revenues and expenses of \$891,815. The gross amount on the Tax Bill was different than the net amount that the District received. The gross amount per household for the single-family homes was \$244.74 per year, which was the same amount as the current year.

Ms. Nelson pointed out that "*larvicide*" was misspelled in the narrative. Ms. Adams noted the tables on Page 6 for landscape maintenance, aquatic control maintenance and aquatic midge management costs, for property that may be turned over from Taylor Morrison to the CDD, included a 5% buffer. This was if an application was submitted from Taylor Morrison.

- The Debt Service Fund Budget included principal and interest payments due in November and May for the Series 2022 refunded bond. The payments were based on the Amortization Schedule on Page 9. The gross amount per household was \$374.

Mr. Cameron clarified that the gross per unit was the same for next year as this year. Ms. Adams confirmed the Board could not make any changes, as this debt was imposed at the time

that the bond was issued, but the Board authorized collection of the debt service fee during the budget hearing.

On MOTION by Ms. Nelson seconded by Mr. Zimbardi with all in favor Resolution 2025-03 Approving Proposed Fiscal Year 2026 Budget and Setting a Public Hearing for July 16, 2025, at 12:00 p.m. at this location was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Proposals for Stormwater Pond Water Quality Improvements

Ms. Adams reported that Mr. Blanco distributed a handout prior to the Board, prior to this meeting, with more proposals coming at a future meeting. This would be discussed under the Field Manager's Report.

- **Field Manager's Report** (*Item 10D*)

Mr. Blanco presented the Field Manager's Report, which was provided prior to the meeting. Field Staff continued to review CDD owned landscaping throughout the District, which remained in satisfactory standards, with clean and tidy areas at the end of resident property and pond banks at appropriate height levels. They were in the process of easing off mowing of the banks during the dry season, to allow them to grow, as they were educating residents on the health of the pond for having those bank levels higher. It allowed the grass to work as a filtration system for all the runoff water going in, to prevent erosion around the pond banks. They were transitioning into the Spring/Summer procedure of allowing the banks to grow thicker. The landscaping vendor continued to mow along the swales bordering retention walls, specifically PC-2 and P-16. The overgrown pond banks bordering the golf course, were continuing to be mowed during the dry season. They were identifying areas that needed to be mowed, as there was an assumption that the golf course was mowing the golf course and the CDD side, which was not the case. They were coordinating with Floralawn to mow those areas. Field staff met with the Association's Landscaping Committee in early April to educate them as well as the current Association Board, on CDD pond landscaping procedures and stormwater and littoral maintenance. He and Mr. McKelvey made a presentation to the Association's Landscaping Committee, which was successful. They exchanged phone numbers and had the same

understanding of how the procedures were carried out, at least from the CDD side. They wanted to work with the CDD.

Mr. Blanco reported that field staff reviewed ponds throughout the District. Several ponds continued to experience low water levels, during the dry season, with most of the edges exposed, such as Pond B-1. Ponds B-1, C-2, A-9 and E2 experienced excessive algae blooms. Boat and bank spraying treatments have been completed and continue to be scheduled for treatment, as they transitioned from the dry season into rainy season. The littoral plantings have continued to thrive during the dry months. Most Duck Potato and Pickerelweed have started to bloom throughout the ponds that have been reviewed. SOLitude informed him that the Thalias on the chain of lakes on Shorehaven, decreased in size during the by winter season. He was informed by residents that they were getting high, shedding and looked ugly, but they looked the way that they should. Ms. Nelson agreed, as they were the best that she had seen in the 16 years that she lived in the community. Mr. Blanco educated residents on how they should look whenever he received complaints and presented a proposal from GMS, for the stocking of Ponds E-16 and PC-2 with freshwater clams, as requested by the Board. This was one effective way to treat the ponds, as researched by Mr. McKelvey and Mr. Clayton Smith. Due to the acreage of the ponds, there would be 1,500 freshwater clams between both ponds. The proposal would include the purchase of the clams and having maintenance staff stock the ponds from a kayak.

Ms. Nelson asked if the clams would be by the shore. Mr. Blanco indicated that they would be further into the ponds, because if they were by the shore, the birds would eat them. According to the research, the proper way to stock the ponds was to put them in the middle of the ponds, so that they would bite the algae towards the bottom of the pond and work their way out. Mr. McKelvey questioned the kind of algae that they would consume. Mr. Blanco explained that they would eat the filamentous and planktonic algae and would do further research to see if they eat duckweed. If there was success in these ponds, they could explore doing this for Pond E-3 later. Mr. Cameron questioned the timeline to see results. Mr. Blanco explained if they stocked the ponds soon, they were transitioning into the Summer season, which created a great deal of algae, due to the runoff and expected towards the start of the Winter season, in November, they could gauge whether it was successful.

On MOTION by Mr. McKelvey seconded by Mr. Reed with all in favor the proposal with GMS for Ponds E-16 and PC-2 in the amount of \$577 was approved.

- i. Midge Management Report**
- ii. Customer Complain Log**

Mr. Blanco presented the Midge Management Reports and Customer Complaint Log, which were included in the agenda package. Mr. McKelvey pointed out that they were working on biological control of the algae. They spent thousands of dollars on midge control every year per pond. They were also looking into Gambusia fish to control midges and asked if they were considering this for Pond E-3. Mr. Blanco recalled when Mr. Smith was overseeing the District, they were looking at Pond E-3 and would verify if it was on the list. If not, he would provide a proposal to stock Pond E-3 with Gambusia and grass shrimp. Ms. Adams recalled that the Board wanted to consider aerators. Mr. Tony Reed pointed out that their experience was aerators was not good. Mr. Blanco stated from their experience, it was hit or miss, and they would have to constantly keep up with the technology. Mr. Zimbardi asked if it would help the pond situation. Mr. Blanco pointed out that they were effective but noticed them going down as often as they were on and needing constant maintenance. Ms. Leo stated they worked great but were a maintenance challenge. Mr. Zimbardi wanted to investigate solar options. Mr. McKelvey asked if there was any grant money available for the shrimp and clams. Mr. Blanco had not seen anything but could do further research. *There was Board consensus for Mr. Blanco to provide proposals for aerators on Ponds B-1 and E-3.*

NINTH ORDER OF BUSINESS

Review of Proposed Fishing Locations and Revised Stormwater Pond Use Policies

Ms. Adams recalled that the Board previously adopted policies governing the use of the ponds, canals and culverts and the policies. From time to time, the policies have been amended by the Board. More recently, there was a situation where a property owner was concerned that there were people fishing behind her home and appealed to the Board to consider regulating fishing on stormwater ponds. In addition, there were Board Members that interfaced with the HOA committees, for example, the Wildlife Committee or other Association committees, and there was concern that perhaps the District's policies had not been clear as it related to

recreational fishing. Ultimately, the Board directed staff to present proposed policies allowing for recreational fishing. When proposed policies were reviewed by the District's insurance provider, they strongly recommended that if the District does allow recreational fishing on stormwater ponds, that there are designated fishing areas and that attractive nuisance signage be installed in places where people were likely to approach the pond. A copy of the Policy Statement for Stormwater and Tunnel Infrastructure was included in the agenda package, as the Board had the ability to amend their policies at any duly noticed Board meeting.

Ms. Adams reported that staff reviewed the proposed policies, with the key concern being that the stormwater ponds were designed as a utility and not for any recreational purpose. The ponds were not treated for pests and included alligators and other dangerous reptiles and in some cases, were designed with extremely steep slopes. The water was designed to filter contaminants and pollutants from stormwater runoff. Therefore, it is not safe to access the water, because of those potential pollutants. All the dangers were taken into consideration with the policies that the Board was considering. It was not the recommendation of the District Engineer, District Counsel or the District Manager, that the Board adopt policies that allow for recreational fishing. But there was concern from constituents that the CDD Board should communicate and have some consistency across all stakeholder groups, so there was no confusion. A copy of the current stormwater pond map, including locations of where the Board may want to consider fishing access points, was included in the agenda package. Mr. McKelvey pointed out that these were areas that Mr. Blanco recommended.

Mr. McKelvey pointed out that the issue was not with the Fishing Club, as they educated their members and all the CDD wanted to do, was to educate residents on where it was safe to fish, as many did not know where they should and should not go. Technically fishing was not permitted on these ponds, but it was tolerated. In addition, fishing was not abusive, but since it was happening, the CDD Board wanted to do a better job of educating residents and working with the Fishing Club on how to fish, in a safe manner, while being respectful of others. Mr. Burch pointed out that they were all in. Ms. Adams explained that the way that the policy was laid out, fishing was allowed at their own risk, but residential and private property should not be utilized or walked over, to gain access to fishing areas, easements through residential backyards along the community's stormwater system were for maintenance purposes only and were not general grants for access for fishing or any other recreational purpose. Access to residents'

backyards via maintenance easements was prohibited. In general, access to stormwater ponds was restricted and fishing behind private residences, required permission from the resident. Residents have a reasonable expectation of privacy and security, so anglers should use common sense and respect when fishing on District property.

The Board opened the floor to audience comments. A Resident pointed out that residents could fish on areas designated as common property and questioned designated areas. Mr. McKelvey explained that someone could not just walk through someone's yard to get to the pond. They must use one of these access sites and if they had permission from the homeowner, they could walk behind their house. The Board did not want people to walk through homeowners' yards. A lengthy debate ensued with residents who questioned how to get permission from a homeowner when they walked behind their home. Ms. Nelson pointed out that they could knock on the person's door and inform them that someone wanted to fish behind their property. Mr. Ted Weiland of 951 Bella Viana Road indicated that none of his neighbors had problems with people fishing behind their house, yet a few vocal people had some objections to it and questioned why someone wanting to fish needed their permission. If someone did not want anyone to fish, they should post a 'No Fishing' sign behind their house. When Ms. Nelson was the liaison to the HOA Wildlife Committee, she understood that fishing was allowed in Solivita, but the CDD policy was for no fishing, as these were stormwater ponds. However, the HOA did permit fishing, according to their by-laws. This matter was brought to the Board's attention, because the CDD was the only one who said that no fishing was allowed, so everyone had the opportunity to follow the same policy for the sake of the community. Furthermore, she had no problem with the Fishing Club's Guidelines, as they were excellent or working with them, but the rest of the community did not know what the guidelines were.

Mr. McKelvey agreed that the wording was not the best, but the goal was to be respectful of homeowners that lived on the ponds, so that people were not being disrespectful, making noise or throwing trash, but there needed to be some ideas from the Fishing Club, on the wording, to best meet the needs of the fisherman and still be respectful of the homeowners that lived on the ponds. Besides being on the CDD Board, Ms. Nelson a notary in Solivita and had a client that was selling their home to move out of State. They called her in tears because the sale of their house fell through, because two guys were fishing behind her house, while the prospective buyers were in her house. The guys were driving their golf carts around the back of

her property and drinking and behaving inappropriately. As a result, the prospective buyer walked away from the sale. When members of the Fishing Club heard what happened, they came and apologized and said they were going to find out who did this. This was why Ms. Nelson brought this matter to the Board's attention. Mr. Cameron pointed out that it was never good government to make policy based on one anecdotal case; however, when Ms. Nelson brought this matter to the Board, they were not aware of some of the other issues. There was nothing wrong with the Fishing Club and all the Board was doing, was trying to make what the Fishing Club was doing, legal and looked forward to working with the Fishing Club to come up with a policy that respected the fishermen and allowed the Fishing Club to do what they were doing in a respectful manner, so it did not disturb homeowners that lived on the ponds.

Mr. Weiland pointed out as a former neighborhood captain, no one could knock on someone's door, as it was a non-soliciting community. Mr. Cameron requested some of their ideas, as the Board was not prepared to act on a policy today. The Board wanted to work with the Fishing Club to come up with a workable policy and appreciated everyone for being here. Mr. Burch pointed out that the Board needed to consider the reality of what occurred during the fishing process, because fishermen did not plant themselves on a pond bank for any length of time, drinking or partying and were not behind anyone's house for more than 3 to 5 minutes, because they were walking around. Most people would greet them in a friendly way, but they could not speak for guests or visitors. A Resident asked if there was a law about golf carts being behind houses. Ms. Nelson indicated it was not allowed, but the Fishing Club parked their golf carts where they were supposed to. Those who drove their golf cart down to the bottom of the bank, were not members of the Fishing Club.

A Resident suggested that the Board and the Fishing Club work on a proposal to educate the non-Fishing Club members. Mr. McKelvey pointed out that part of the reason for doing this and one of their goals, was to educate the public on the use of the ponds. Ms. Nelson indicated that Ms. Adams was kind enough to pull fishing policies from several different Districts in Central Florida. Mr. McKelvey recalled that the Communications Committee from the HOA was happy to assist putting something out. Mr. Burch pointed out that they had an Ambassador Program to teach the proper way of fishing in the ponds and how to be respectful, which was available to all residents, as well as their Fishing for Trash and Adopt a Pond Programs. Mr. Cameron designated Mr. McKelvey to review the Ambassador, Fishing for Trash and Adopt a

Pond Programs with Mr. Burch, as well as coming up with language for the policy and bringing it back to the Board. *There was Board consensus.*

TENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

There being no comments, the next item followed.

B. Engineer

There being no comments, the next item followed.

C. District Manager**i. Action Items List**

Ms. Adams had updates to the Action Items List, which was included in the agenda package. She reported that Earth Day was coming up on April 22nd and Mr. McKelvey spearheaded the District's participation in this event. He coordinated a presentation on stormwater pond maintenance and described the comprehensive activities that would take place next Tuesday. At last month's meeting, a schedule was coordinated for staffing the booth. Mr. Blanco would not be in attendance, as he had a Board meeting elsewhere, but Mr. Cameron would be there from 4:00 p.m. to 5:00 p.m., Mr. McKelvey would be there from 5:00 p.m. to 6:00 p.m. and Ms. Nelson would be there from 6:00 p.m. to 7:00 p.m. As directed by the Board last month, Ms. Adams was working with Supervisor McKelvey on the educational materials. There would be a banner for the booth that promoted natural stormwater pond maintenance, and a double-sided handout would be distributed, regarding the littoral plantings, as well as the vegetation around the edge, and the stormwater pond map. One side would be for Poinciana and the other side for Poinciana West.

ii. Approval of Check Register

Ms. Adams presented the Check Register for March 11, 2025, through April 7, 2025, totaling \$74,419.51, which was included in the agenda package, along with the detailed invoices and Check Run Summary.

On MOTION by Mr. Zimbardi seconded by Ms. Nelson with all in favor the March 11, 2025, through April 7, 2025, in the amount of \$74,419.51 was approved.

Ms. Adams received a final copy of the audit, so that Board Members could review it.

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through February 28, 2025, which was included in the agenda package. No Board action was required. The District was 92% collected on its assessments through the end of January. The Board did a good job of controlling expenses, as the District was running under budget for administrative expenses, but some line items were over budget for field services, due to the erosion repair project, which was approved last year, but paid for out of this year's Contingency Fund. Mr. Zimbardi questioned how many rooftops were in arrears. Ms. Adams reported as of the end of February, the District was 96% collected, but at the end of March, if someone did not pay their taxes, in June the Tax Collector would sell the tax certificate and therefore, the District would be fully collected for this fiscal year. Ms. Nelson pointed out that they were off by a dollar under the net change in Fund Balance on Page 7, as on Page 6, the Total General & Administrative expenses was \$65,110, but according to her figures, it should be \$65,111. Ms. Adams believed that there was a rounding issue. Ms. Nelson further questioned why they were a month behind, as the financials were for the end of February, but it was now April. Ms. Adams explained that the bank statement did not come in until after the month ended and as a result, they were always reporting on the month that the bank statement was received. Ms. Nelson pointed out that other than that, everything looked fine, but some line items were in the negative. Ms. Adams explained that it was due to the erosion repair that was approved by the Board last year but was impacting the current budget. However, the District's cash position was good.

D. Field Manager's Report

- i. Pond Maintenance Report**
- ii. Midge Management Report**
- iii. Customer Complain Log**

These items were discussed.

ELEVENTH ORDER OF BUSINESS**Supervisor's Requests****A. Presentation of Algae Abatement from Solitude**

The presentation of algae abatement from Solitude was discussed earlier in the meeting, but Mr. Cameron was dismayed that they could not get their agenda packages until a day before the meeting and requested that they be distributed no later than Friday before a Wednesday meeting. Mr. Tony Reed recalled when they just started a few years ago, when there were deficits like for attorney's fees, most of the fees were being reimbursed by Duke Energy or Taylor Morrison. Therefore, the impression that there was a shortfall, was not real. Ms. Adams reported that there was no Funding Agreement with Duke Energy and to her knowledge legal and engineering expenses were borne by the District. Mr. Tony Reed recalled a letter stating that they would reimburse the CDD. Ms. Adams pointed out that they offered to, and District Counsel directly communicated with Duke regarding this matter. The overall legal expenses are primarily due to meeting attendance, work directed by the Board, and any discussions or scheduled calls outside of meetings. Mr. Tony Reed pointed out that the legal fees were part of Taylor Morrison's compensation and was not just for meetings. It included all the interfacing with Taylor Morrison. Ms. Adams explained that there were no current reimbursable expenses, but anything related to the conveyance, was being tracked separately, if they applied for property conveyance those fees would be reimbursed.

Mr. Tony Reed questioned what percentage of the water quality, midges, reclaimed water and pH contributed to their problems, because they only had so much time and money to spend on these issues and they should be working on the most impactful of these items. Ms. Nelson asked if Mr. Tony Reed spoke to Mr. McKelvey about these items, as he made a presentation about these issues during two meetings. Ms. Adams indicated that the presentations were included in the agenda package. Ms. Leo explained that all these issues were naturally occurring, except for the reclaimed water, which was loaded with nutrients. Mr. Zimbardi asked if a Water Quality Report was published. Ms. Leo confirmed that they were published. Mr. Tony Reed pointed out that if they did not understand it and did not address it, they were doing a disservice to themselves. Mr. McKelvey recalled pointing out that reclaimed water was adding to their nutrient load in the ponds, which was why Mr. Blanco was meeting with the Association's Landscape Committee. Mr. Tony Reed just wanted to understand it, so they knew what they were dealing with.

TWELFTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS**General Audience Comments**

Mr. Cameron opened the General Audience Comments Period. Dr. Brown explained with the water quality, they were not going to be able to modify the pH in the water, as all their soils and rainwater were acidic. One of the biggest problems, other than rainwater falling into the ponds, was a large amount of the water coming from the streets and drains that go into the pond. There were no filters at these storm water inlets; however, there were filters that would keep the plastic bottles from entering the ponds. It was also caused by leaves being blown into the ponds from the wind. He noticed in other communities a floating piping system, that allowed the water to flow through and under, but keeping out the debris, which he strongly recommended that the Board investigate, as a measure to help control what was entering their ponds. Ms. Leo pointed out that the mechanical system that Dr. Brown was referring to, would not help the flow volume that they needed to get out of the roads and into the drainage systems and would deter their purpose of getting the water off the roads. However, there were filtration systems that could be dropped into manholes, but they were expensive, and the District had many manholes. This was part of the bigger picture, and they could chip away at things over time, as the District was doing a good job with budgeting and looking at alternative options for treating the ponds. Mr. Cameron suggested working with the HOA, as they owned the culverts.

Dr. Brown worked with Clarke for years, as he lived on a pond that had midges. Staff would immediately alert them that there was an emergence of midges, and they would spray the pond. However, his main concern was the prior applicator was applying somewhere between 30% and 50% of the chemical, which was ideal, but the moment they changed applicators, it got worse, as they were spraying much too fast. When spraying a low volume spray, any wind would affect the particle, because if it was spraying at a high volume, they would come out in huge droplets, but a fine mist affects how hard it sprays. Mr. Jan Gripp of 3685 Via Monte Napoleone Drive, felt that this was a good time to combine the two CDDs. Ms. Nelson requested that he speak to the Poinciana West CDD Board, as there was no opposition from this Board. Ms. Sharon Burns of 328 Sorrento Road questioned who owned the fence that divided Solivita to the private property on the other side. Ms. Adams would meet with Ms. Burns after the meeting to

look at it. Ms. Burns further asked if they could remove the overgrowth on Pond E-21, if the spraying did not work. Ms. Leo indicated that it was difficult to get access to it. Ms. Adams advised that staff was waiting for water levels to rise. Ms. Burns thanked the Board for cleaning up the leaves, as it made a huge difference throughout Solivita and was interested in hearing about the Fishing Club, as she lived on a pond. However, around Thanksgiving weekend, guests were fishing and did not know the rules. This matter was resolved, but if they got rid of the overgrowth in the pond, she would appreciate it. Dr. Brown questioned the amount paid for insurance. Ms. Adams indicated that it was included in the budget. The annual liability and public officials' liability was \$7,763 and the annual property insurance was around \$7,800. There being no further comments, Ms. Adams closed the audience comments period.

FOURTEENTH ORDER OF BUSINESS

Next Meeting Date – May 21, 2025, 12:00 P.M.; The Gator Room

Mr. Cameron stated that the meeting was scheduled for May 21, 2025, at 12:00 p.m. at this location.

FIFTEENTH ORDER OF BUSINESS**Adjournment**

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

LICENSE AND MAINTENANCE AGREEMENT

(Poinciana CDD - Solivita Community Association, Inc. - Landscape & Irrigation Maintenance)

THIS LICENSE AND MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____ 2025, by and between **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district located in Polk County, Florida (herein referred to as “District” or “District”), **SOLIVITA COMMUNITY ASSOCIATION, INC.**, a Florida not for profit corporation (the “Association” or “Association”). District and Association are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS:

A. **WHEREAS**, 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*; and

B. **WHEREAS**, the Association is a private homeowners association located within the boundaries of the District; and

C. **WHEREAS**, the District owns certain parcels of real property located in within its boundaries, more particularly described and depicted on Exhibit “A” attached hereto and incorporated herein (the “License Area”), on which certain landscaping, plantings and grassy culverts (“Landscape”), fences, benches, sidewalks, signage and other improvements (“Hardscape”) and irrigation improvements (“Irrigation”), all installed and owned by the Association, are located (which are generally described on the lists on Exhibit “B” attached hereto and incorporated herein; and

D. **WHEREAS**, the District desires that the Association continues to undertake (through a properly licensed and insured contractor) maintenance activities on the District’s Property to maintain the Landscape, Hardscape and Irrigation, including, but not limited to, regularly scheduled mowing, trimming of grassy areas and perennials and annuals, disposal of waste/clippings and aquatic maintenance treatment of the culvert/canal C-1, maintenance of fences, benches, sidewalks and signage, and irrigation system repair (the “Permitted Work”), as such Permitted Work enhances the District’s property and the Association’s nearby property and the residents’ enjoyment of the same; and

E. **WHEREAS**, in order to enhance efficiency and for continuity purposes, the Parties believe it to be in the residents’ best interest and in their own mutual best interest for the Association and the District to enter into this Agreement to memorialize, in accordance with the terms of this Agreement, a license giving Association the right to enter onto and about the License Area for the Permitted Uses and to allocate the responsibility for repair and maintenance of the License Area.

NOW, THEREFORE, for One and 00/100 Dollars (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Grant of License.** The District, in consideration of the covenants and agreements made by Association herein, grants to the Association a temporary non-exclusive license, with a term of ten (10) years (the “Agreement Period”) to allow Association, its employees, agents or contractors, access to the License Area for purposes of maintaining the Landscape, Hardscape and Irrigation and performing the Permitted Work. All costs, expenses and fees whatsoever associated in any way, either directly or indirectly, with Associations’ performance of the Permitted Work shall be the sole responsibility of the Association. District shall not be responsible for such costs or expenses, nor will District retain any contractor to have the Landscape, Hardscape and Irrigation maintained on its behalf in the License Area for the term of the License. No other work of any kind shall be made, performed or take place on or within the License Area, without the prior written permission of District. The Association acknowledges and agrees that the License Area is solely owned by the District and this Agreement does not transfer any ownership rights to the Association.

3. **Term and Termination.** The term of this Agreement (the “Term”) shall commence upon the full execution of this License and shall continue for a period of ten (10) years. This License shall be automatically renewed for an additional ten (10) year periods after [_____], 2035, unless either Party provides the other Party with at least one hundred eighty (180) days written notice of its intent not to renew. Notwithstanding the foregoing, this License is wholly revocable by District, and District may terminate this License in the event of any breach of this License by Association with sixty (60) days’ notice to District. Association’s obligations in Paragraphs 6, 7 and 9 shall specifically survive expiration or any termination of this License.

4. **District’s Reservation of Rights.** The District expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the License Area, (in District’s sole discretion) for any purposes whatsoever not inconsistent with the rights granted herein, including, but not limited to, the right of ingress and egress over and across the License Area onto any adjacent or contiguous property. The District also reserves the right, but not the obligation, to do all or any of the following without Association consent:

a. construct improvements; landscape; provide for drainage; or install any other improvements upon, above or under the License Area;

b. after reasonable notice (except in cases of emergency) to temporarily interrupt Association access to the License Area from time to time in order to complete any services in the License Area; and/or

c. enter upon the License Area at any time to inspect the operation, maintenance, sanitation, safety and use thereof, and to perform any repair or maintenance of the License Area, and to remedy any condition thereof in the event of an emergency; District shall not

assume any responsibility for the performance of Associations' obligations hereunder, or any liability arising from the improper performance thereof.

5. Maintenance of License Area and Safe Condition. The Association shall not allow for any improvements, alterations or changes to the License Area unless and until District has approved the same in writing, which approval or denial shall be in District's sole and absolute discretion. For the duration of the Term, Association, at Associations' sole cost and expense, shall be responsible for the maintenance of the Landscape, Hardscape and Irrigation within the License Area and shall perform or cause to be performed all maintenance, repair, replacement and clean-up work as necessary to keep that portion of the License Area in good order and condition. Association acknowledges that the License Area is licensed to Association in an "as is" condition. Association, at Associations' sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, permits and requirements of federal, state and local authorities now in force or which may hereafter be in force with respect to the access, use and occupation of the License Area. Association shall be responsible for all damage to, or disturbance of, the License Area as a result of Association's use. Association shall leave the License Area in a neat and clean condition, in good order and repair and otherwise in the same condition at the end of each workday where Permitted Work is performed. Association shall be responsible for, at its own cost.

a. All rubbish, trash, garbage, debris and other unsightly waste and materials introduced to the License Area by Association or its agents shall be promptly removed from the License Area and shall not be permitted to accumulate upon the License Area.

b. Association shall implement best management practices to reduce or eliminate, to the extent required by law, pollutant discharges into stormwaters, drainage facilities, or other receiving waters.

c. Any damage to any improvements or property of District, or any other person, caused by Association (or any of its agents, employees, invitees or contractors) shall be immediately responded to and repaired by Association at its sole expense. All such repairs shall be promptly commenced and diligently completed.

d. No noxious or offensive activity shall be carried on upon any portion of the License Area, nor shall anything be done or maintained on the License Area which may be or become an annoyance or nuisance to the neighborhood.

District agrees that it shall perform mowing services to the parcel designated as _____ (also known at Shorehaven Park), with the Association maintaining the Landscape, Hardscape and irrigation on that parcel

6. Indemnity.

a. Indemnity of District. In consideration of District's grant of the License herein, Association shall indemnify, defend and hold harmless District and its officers, officials, employees, agents, assignees or representatives against any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity arising out of or relating to (i) any activity, work or thing done, permitted or suffered on the License Area; (ii) the use of the License Area by Association, its patrons, invitees, employees, agents, sub-Associations or representatives; (iii) the negligent or intentional acts or

omissions of Association or its officers, officials, employees, agents or representatives; or (iv) Associations' breach of any term or provision of this License. The covenants of this Paragraph 6(a) shall survive the expiration or termination of this License.

b. No Indemnity of Associations. District makes no representation or warranties of any kind regarding the License Area or its ability to serve the intended use of Association. District grants this license on an "as is", "where is" basis with all faults. Association agrees to bear any, and all risks, costs and expenses incurred to complete any investigation or diligence required for the Association, and Association is not relying on any information, communication, representation or warranty of District, its employees or agent, whatsoever. The covenants of this Paragraph 6(b) shall survive the expiration or termination of this License.

7. Insurance. Association shall obtain and keep in force during the time period that this License is in effect a commercial general liability insurance policy which names District and its assignees as an additional insured, protecting against claims of bodily injury, personal injury and property damage based upon, involving, or arising out of the use, occupancy or maintenance of the License Area by Association, its assigns, and their respective invitees, agents, employees, contractors or guests. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence. Each insurance policy shall specifically name the District as an additional insured party and shall contain a provision that it shall not be canceled without at least thirty (30) days' prior written notice being given by the insurer to all insureds, including the District. Prior to the commencement of the Term, Association shall furnish to the District a certificate of insurance evidencing that the insurance required hereunder is in full force and effect. All insurance carried by Association shall be primary to and not contributory with any similar insurance carried by the District.

8. Liens. Association shall not create or cause to be imposed, claimed or filed upon the License Area, or any portion thereof, or upon the interest of District therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Association, any such lien, charge or encumbrance shall be imposed, claimed or filed, Association shall, at its sole cost and expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and, to the extent permitted by law, Association shall indemnify and save and hold District harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorney's fees resulting from Associations' failure to satisfy or release such claim in a reasonable time or to defend any action or proceeding on behalf of District, at both trial and all appellate levels, resulting or on account thereof and therefrom. Upon notice from District, Association shall defend any action or proceeding on behalf of District at Associations' expense by counsel selected by Association which is reasonably acceptable to District. This indemnity shall survive the expiration or termination of this License. In the event that Association shall fail to comply with the foregoing provisions of this Section, District shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Association agrees to reimburse District, upon demand, for all sums so paid and for all costs and expenses incurred by District in connection therewith, together with interest thereon, until paid.

9. Compliance With All Laws; Maintenance of Facilities. In connection with Associations' use of the License Area, Association and its contractor(s), shall at all times operate

in accordance with all applicable current and future local, municipal, county, state and federal statutes, regulations, rules, ordinances and orders including, but not limited to, any and all safety, environmental, fire, health and emergency requirements (collectively, the “Laws”); and Association shall obtain, maintain and comply with all applicable permits in connection with Associations’ use of the License Area. Association shall not, by any act or omission, render District liable for any violation of the Laws or applicable permit(s). Association shall promptly deliver to District true and accurate copies of applicable permits upon issuance and shall also pay all costs and fees incurred with respect to compliance with the requirements of this paragraph. In addition, Association shall maintain, replace and repair its facilities within the License Area at its sole cost and expense and in compliance with all Laws and permits, and shall do so in an expeditious and good and workmanlike manner.

In the event the Association fails to maintain, repair or replace the Landscape, Hardscape and Irrigation, or otherwise perform the Permitted Work, the District shall give the Association written notice. If the Permitted Work is not performed within thirty (30) days of the sending of such notice, the District may perform the Permitted Work, and will send an invoice to the Association for reimbursement of such costs. The Association agrees to reimburse the District within thirty (30) days of the receipt of such cost information.

10. Other Covenants of Association. The Association, for itself, its successors, assigns, grantees, invites and agents, covenants and agrees that it shall:

a. not interfere with or prevent the following: (i) the normal development, use or maintenance by District of the License Area or District’s adjacent properties, if any; and (ii) any development, construction, improvement or other activity or use by the District now or in the future existing on or about the License Area;

b. not interfere with or disturb any threatened or endangered plant or animal life on or under the License Area;

c. not interfere with any existing license, easement, reservation or right-of-way upon, above, over, through, under or across the License Area;

d. not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under or across the License Area; and

e. not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, “Hazardous Materials”) to be used, placed, misused or disposed upon, above, or under, or transported to and from, the License Area (“Hazardous Materials Activities”). District shall not be liable to Association for any Hazardous Materials Activities caused by Association, its employees, agents, contractors, invitees, successors or assigns. Association shall be liable to District for any and all Hazardous Materials Activities and any and all hazardous spills, fires or other environmental hazard on the License Area caused by the Association, its employees, agents, contractors, invitees, successors or assigns, or in any way resulting from Associations’ repair, replacement, maintenance or operation of Associations’ facilities.

11. General Provisions.

a. Authority. Each signatory hereto warrants to the other Party that it has authority to sign on behalf of the Party for whom it purports to sign.

b. Entire Agreement. This License sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto. This instrument may not be modified orally or in any manner other than by an agreement in writing signed by all Parties hereto or their respective successors in interest.

c. No Waiver. No failure by either Party to insist upon the strict performance of any covenant, duty, agreement or condition of this License 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, agreement, 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 the other Party hereto. No waiver shall affect or alter this License, but each and every covenant, agreement, term and condition of this License shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

d. District's Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this License 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.

e. Counterparts. This License may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

f. Public Records. Pursuant to Chapter 119, *Florida Statutes*: (a) Association understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Association agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Association 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"). Association 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 Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, TADAMS@GMSCFL.COM, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN.: TRICIA ADAMS.

g. Applicable Law, Litigation Matters. This License shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this License shall be venued in the Circuit Court of Polk County, Florida. The Parties waive trial by jury and agree to submit to the personal jurisdiction and venue of a court in Polk County, Florida.

h. Attorneys' Fees. If either Party hereto institutes an action or proceeding for a declaration of the rights of the Parties to this License, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the License, 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, including those incurred at the appellate level, in addition to any other damages or relief awarded.

i. Notices. All notices required to be delivered under this License or under applicable law shall be personally delivered by United States mail, prepaid, certified, return receipt requested, or by reputable overnight document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the third business day following dispatch. Notices shall be delivered to the following addresses, which may be changed from time to time upon written notice to the other Party:

If to District: Poinciana Community Development District
c/o GMS – Central Florida Inc.
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

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

If to Association: Solivita Community Association, Inc.
2600 Lake Lucien Drive, Suite 350
Maitland, Florida 32751
Attn: Manager

- j. Time of Essence. Time is of the essence in the performance of this License.
- k. No Property Interest Conveyed. The Parties acknowledge and agree that this License grants a license to Association to enter upon and use real property and does not convey a leasehold or any other interest in real property.
- l. No Recording. Neither Party will record this License or any memorandum thereof.
- m. Assignment. Association shall not assign this License or allow anyone else to make use of the License Area pursuant to this License without the express written consent of District.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
LICENSE AGREEMENT FOR MAINTENANCE**

(Poinciana CDD - Solivita Community Association, Inc. - Landscape Maintenance)

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

Attest:

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

By: _____
Print: _____
Secretary/Asst. Secretary

By: _____
Print: _____
Chairman / Vice Chair

WITNESSES:

**SOLIVITA COMMUNITY
ASSOCIATION, INC.,**
a Florida not for profit corporation

Print: _____

Print: _____

By: _____
Print: _____
Title: _____

EXHIBIT “A”

DISTRICT PROPERTY AND LICENSE AREA

[Subject to change and confirmation]

1. Tract P-6 (Phase 5C) (ID: 28-27-14-933556-001230).
2. Tract P-13/P-15 (Phase 5-B) (ID: 28-27-15-933581-002520).
3. Tract P-11 (Phase 5A) (ID: 28-27-15-933579-001300).
4. Tract C-3 (Phase 5E-W) (ID: 28-27-14-933553-000390).
5. Tract C-2 (Phase III-A) (ID: 28-27-24-934011-005150).
6. Tract P-8 (Phase 5-C) (ID: 28-27-14-933556-001210).
7. Tract P-1/A-1 (Phase 1D) (ID: 28-27-13-933512-000710).
8. Tract B-1 (Phase 1E) (ID: 28-27-14-933542-000920).
9. Tract A-3/A-4 (Phase 1) (ID: 28-27-14-933541-004300).
10. Tract A-5 (Phase 1) (ID: 28-27-14-933541-004310).
11. Tract B-15 (Phase 1) (ID: 28-27-14-933541-004340).
12. Tract B-11 (Phase 1) (ID: 28-27-14-933541-004330).
13. Tract B-16 (Phase 1) (ID: 28-27-14-933541-004420).
14. Tract C-14 (Phase 1) (ID: 28-27-14-933541-004390).
15. Tract C-13 (Phase IIA) (ID: 28-27-23-933960-000830).
16. Tract D-10 (Phase IVB) (ID: 28-27-22-933910-001830).
17. Tract P-E21 (Phase VIA) (ID: 28-27-13-933513-001430).
18. Tract 1A (Phase 5I) (ID: 28-27-15-933576-006240).

DRAFT

EXHIBIT “B”

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

1. Neighborhood monument at the corner of Village Center Rd. and Via Como St., Utilities, Landscaping beds with trees and Retaining Wall within Tract P-6 (Phase 5C) (ID: 28-27-14-933556-001230).
2. Decorative fence on east and west side of pond within Tract P-13/P-15 (Phase 5-B) (ID: 28-27-15-933581-002520).
3. Decorative fence connecting entrance gate on west side of pond, extending to the north side of the pond & portion of the monument tower on the north side of the pond within Tract P-11 (Phase 5A) (ID: 28-27-15-933579-001300).
4. Sidewalk connecting Via Monte Napoleone Drive with golfcart path, irrigation and landscaping within Tract C-3 (Phase 5E-W) (ID: 28-27-14-933553-000390).
5. Perimeter Walls on the north and west side of the Venezia neighborhood along Walnut & Marigold, portion of sidewalk & bollard lights from Venezia side of tunnel extending to end of parcel within Tract C-2 (Phase III-A) (ID: 28-27-24-934011-005150).*
6. Sidewalks surrounding parcel, excluding the bridge sidewalk, neighborhood monument, benches, pet waste stations, irrigation, trees, bed plantings within Tract P-D9 (Phase II-C) (ID: 28-27-23-933962-006650) (a/k/a Glendora Park).*
7. Retaining wall on southside of pond and decorative fence on northeast portion of pond and decorative fence on top of said retaining wall within Tract P-8 (Phase 5-C) (ID: 28-27-14-933556-001210).*
8. Landscaping beds with trees along Solivita Blvd and decorative fence on west and southeast side of pond within Tract P-1/A-1 (Phase 1D) (ID: 28-27-13-933512-000710).
9. Landscaping beds with trees along Solivita Blvd from entrance on the east side of pond going south and along the south side within Tract B-1 (Phase 1E) (ID: 28-27-14-933542-000920).*
10. Two portions of walkway on east side of the dog park from the shelter building extending south to sidewalk between the two ponds and then extending east to the sidewalk along Solivita Blvd within Tract A-3/A-4 (Phase 1) (ID: 28-27-14-933541-004300).*

11. Portion of sidewalk on the west of pond next to Solivita Blvd & cart path from Solivita Blvd. along Walnut St., including cart path bollard lights within Tract A-5 (Phase 1) (ID: 28-27-14-933541-004310).*
12. Three landscaping beds with trees within Tract B-15 (Phase 1) (ID: 28-27-14-933541-004340).*
13. Sidewalk and landscaping beds on southside of pond from southeast corner to southwest corner of pond at Treviso Dr and neighborhood monument within Tract B-11 (Phase 1) (ID: 28-27-14-933541-004330).*
14. Portion of sidewalk along Crystal River Dr from south of the amenity pool sidewalk within Tract B-16 (Phase 1) (ID: 28-27-14-933541-004420).*
15. Portion of cart path on northwest corner of pond within Tract C-14 (Phase 1) (ID: 28-27-14-933541-004390).*
16. Portion of walkway and bench at northeast corner of parcel within Tract C-13 (Phase IIA) (ID: 28-27-23-933960-000830).*
17. Landscaping bed by Glendora Rd North and two landscaping beds on east and northwest side of pond within Tract D-10 (Phase IVB) (ID: 28-27-22-933910-001830).*
18. Decorative fence along southwest corner of pond within Tract P-E21 (Phase VIA) (ID: 28-27-13-933513-001430).*
19. Landscaping beds along Solivita Blvd, southside and east side of pond within Tract 1A (Phase 5I) (ID: 28-27-15-933576-006240).*

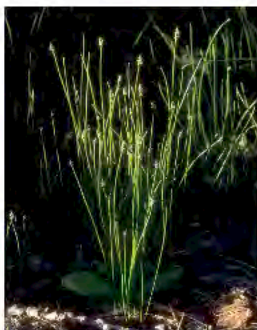
SECTION VI

BENEFICIAL PLANTINGS

LITTORAL PLANTINGS CONSIDERED BEST PRACTICE FOR CENTRAL FLORIDA INCLUDE
PICKERELWEED, SPIKERUSH, AND DUCK POTATO.

SPIKERUSH

Spikerush is effective in utilizing water nutrients which assists in preventing nuisance algae blooms. Spikerush is usually planted closest to the water's edge as it tolerates fluctuations in water levels. There are more than 30 types of spikerushes growing in Florida alone!



DUCK POTATO

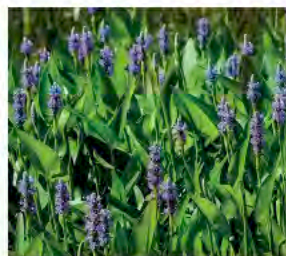
Duck potato grows in natural marshes. It will grow in a damp muddy soil to 2 feet of water. It is an emergent that grows 2 to 4 feet tall. The plant has strong roots and can survive wide variations of the water level. Duck potato has shiny white flowers that grow on stalks.



PICKERELWEED

Ideal for shallower portions of the pond. Grows 3-4ft. tall. It has creeping underwater rhizomes with heart-shaped leaves and violet-blue spikes extending about the water. Its beautiful flowers attract bees and butterflies, as well as dragonflies, which consume mosquito larvae.

One of the more aesthetically pleasing littoral plants.



VISIT POINCIANACDD.ORG FOR CDD BOARD MEETING SCHEDULE AND OTHER HELPFUL INFORMATION

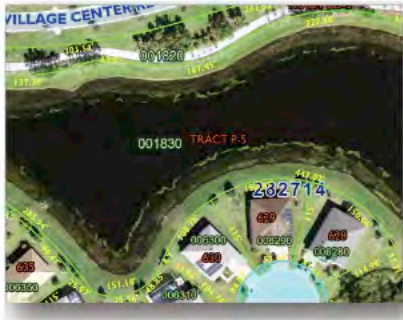
REPORT MIDGE, STORMWATER POND OR VENEZIA/
BELLA VIANA TUNNEL MAINTENANCE CONCERNS TO
[IMAN SAKALLA AT \(407\) 841-5524 EXT. 147](mailto:IMAN.SAKALLA@GMSFCFL.COM)
OR ISAKALLA@GMSFCFL.COM



The mix of the three beneficial plants were planted along the residential property side of E3.

STORMWATER POND MAINTENANCE

Working with Nature for a Healthier Community



Our **Balanced Pond Management** strategy includes evenly mowed easements, a natural transition from grasses to pond banks, and the 80/20 Shoreline Rule – 80% shoreline coverage for ecosystem health, 20% open water for maintenance. Enhancing stormwater ponds with a natural habitat approach helps create an environment beneficial to all!

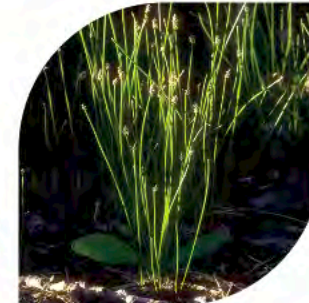


WHY LITTORAL PLANTINGS MATTER

- Improve water quality & reduce algae growth
- Stabilize pond banks & prevent erosion
- Minimize mosquito breeding areas
- Provide habitat for birds, pollinators, & other wildlife

BEST PLANTS FOR CENTRAL FL PONDS

- Pickerelweed
- Spikerush
- Duck Potato



*Contact the Poinciana Community Development District
with any questions or concerns.*

SECTION VIII



Pond Stocking Plan



Building the food chain is the most important thing when the goal is to have healthy, production and sustainable fishponds.

When we build the food chain of a pond, there are three species of fish that we want to focus on:

#1 – Mosquito Fish: Mosquito Fish are those small guppy-like fish that you see at the shoreline. In a pond, with a healthy population of Mosquito Fish, you should see hundreds to thousands of them as you walk around the pond. The Mosquito Fish is the first link in our food chain. They eat tiny and microscopic things and in turn, every fish in the pond eats them at some stage of their life-cycle, even baby Largemouth Bass eat them.

#2 – Golden Shiners: Golden Shiners are a staple in the small to mid-sized Largemouth Bass diet. Shiners can grow to quite a large size and when they do they make great forage for Large Largemouth Bass. A healthy population of Shiners helps to generate lots of growth in your Largemouth Bass.

#3 – Bluegill: Bluegill are a staple in the medium to large Largemouth Bass diet. Crappie are also on the menu for Largemouth Bass, but they do not reproduce in adequate numbers to be sustainable (particularly in smaller ponds). This is in part due to the fact that Bluegill spawn twice a year (spring & fall) whereas Crappie spawn only once per year (in the spring).



Pond Stocking Plan



Experts recommend stocking a 10:1 prey-to-predator ratio. The number of each species to stock depends on: Location, Species combination, Individual fish size, whether the fish will be fed and whether or not the pond is fertilized.

- **Standard bluegills** are prolific breeders and require a substantial predator population like bass or catfish to prevent overpopulation. Stock a large amount of bluegill sunfish to foster a healthy bass population.

- **Hybrid bluegills**—a cross between a female green sunfish and male bluegill—grow larger and are more aggressive than standard bluegills. Hybrid bluegills often need periodic restocking due to their lower reproductive rate.

Threadfin Shad

Shad are an excellent source of forage for farm ponds and lakes. They benefit the whole fish population. Bass have an alternate food source that is readily available throughout all the life stages. Bluegill have the pressure taken off of them so they can sustain a healthy population which is the life blood of all ponds. The reproduction from shad feeds all fish in the pond and they will reproduce multiple times over the spring and summer months. If you want super healthy bass to catch in your pond you need to stock shad.



Pond Stocking Plan



Stocking numbers (Stocking numbers are based on new ponds. I know your ponds are not new, but this is the starting point):

Mosquito Fish –	2,000 per half acre
Golden Shiners –	1,000 – 3,000 per half acre
Bluegill –	500 per half acre
Largemouth Bass –	100 per half acre

Pricing (These price are already deeply discount, compared to our online prices, but more discounts could apply depending on the quantities you buy):

Mosquito Fish –	\$375 per 1,000
Golden Shiners –	\$725 per 1,000
Bluegill –	\$1.50 each
Largemouth Bass –	\$4.50 each



Pond Stocking Plan



A Florida pond re-stocking plan should consider the number and type of fish to stock, the season, and the pond's ecosystem.

Fish

- Number:** Stock the correct number of each species of fish. For example, in Florida, you can stock 100 bass and 600–700 bluegill fingerlings per acre.
- Type:** Consider the desired species, such as bluegill, catfish, or bass.
- Ratio:** A common rule of thumb is to have a 3-prey fish to 1-predator fish ratio.
- Season**
 - Bluegill:** Stock in the fall to allow them to spawn.
 - Catfish:** Stock in the fall to allow them to grow large enough so that bass will not be able to eat them.
 - Bass:** Stock in the spring.



Pond Stocking Plan



Ecosystem

- **Stocking time:** Stock as soon after filling or reclaiming the pond as possible.
- **Management:** Develop a management plan that encourages a healthy fishery.
- **Aeration:** Install an aeration system to circulate the water and introduce dissolved oxygen.

Benefits of Fish Stocking

Fish stocking can provide many benefits such as:

- **Controlling:**
 - undesirable weeds
 - mosquitoes
 - frogs and toads
 - midges (blind mosquitoes)
 - insects and
 - other aquatic pests
- augmenting existing fish



Pond Stocking Plan



Pick-A-Pond to Stock

Goal: Relocate 50 large mouth bass to a specific Pond you have determined lacks sport fish activity.
Chart what ponds you have removed fish from and how many.
Chart what ponds you have added fish to and how many.
Report this info monthly to the PSP group leader.

Experts recommend stocking a 10:1 prey-to-predator ratio.

Add: 500 Mosquito Fish

Add: 500 Golden Shiners or Threadfin Shad

Add: 250 Standard Bluegills

Species of Fish	Qty Quoted	Cost Quoted	Price	Each
Mosquito Fish	500	\$ 190.00	\$ 0.38	ea
Golden Shiners	500	\$ 365.00	\$ 0.73	ea
Bluegill	250	\$ 375.00	\$ 1.50	ea
Largemouth Bass	50	\$ 225.00	\$ 4.50	ea
		\$ 1,155.00	Budget	



Pond Stocking Plan



Solivita Named Ponds			
5	Acadia 1	B6	Hospital/Walgreens
D4	Acadia 2	F2	Long
A3	Ballpark	B1	Main Gate
A8	Butler or Exit	A20	Mud Hole
D1	Capri Ponds	22	Palms
D7	Channel Pass	B15	Rainbow
F7	Courtyards 1, 2	B5	RV
B16	Crystal	D9	Shorehaven
D5	DaVinci Pass Big	D8	Shorehaven2
D6	DaVinci Pass Little	1F	Trevino Inner
A4	Dog Park	B11	Trevino Outer
C1	Driving Range	16	Westgate
C10	Fingers	15	Westgate Weedy
7	Flagpole	C6	2 Ponds
		E21	Inner <u>BellaViana</u>



Pond Stocking Plan

SOLICITA
FISHING CLUB



13 = HARBOR RIDGE POND

15 = CLEMENTE POND
16 = PELICAN POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



17 = LADERO POND

18 = JASMINE

19A = CYPRESS PINE POND

19B = PINE POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



P9 = VILLA MARINA POND

P10 = BELLA CORTINA POND

P11 = OLYMPUS POND

P13 = LAGO MATISSE POND

P14 = ABRUZZI POND

P15 = SAN AUGUSTO POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



C18 = HAMMOCK POND



C16 = MAYFAIR POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



C14 = BALBOA POND EAST
C16 = MAYFAIR POND



C8 = WEST ADDISON POND



Pond Stocking Plan

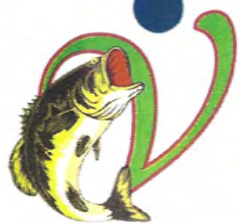
SOLIVITA
FISHING CLUB



C13 = BALBOA POND SOUTH



C6A = WEST ARROWHEAD POND
C6B = EAST ARROWHEAD POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



A8 = BUTLER POND

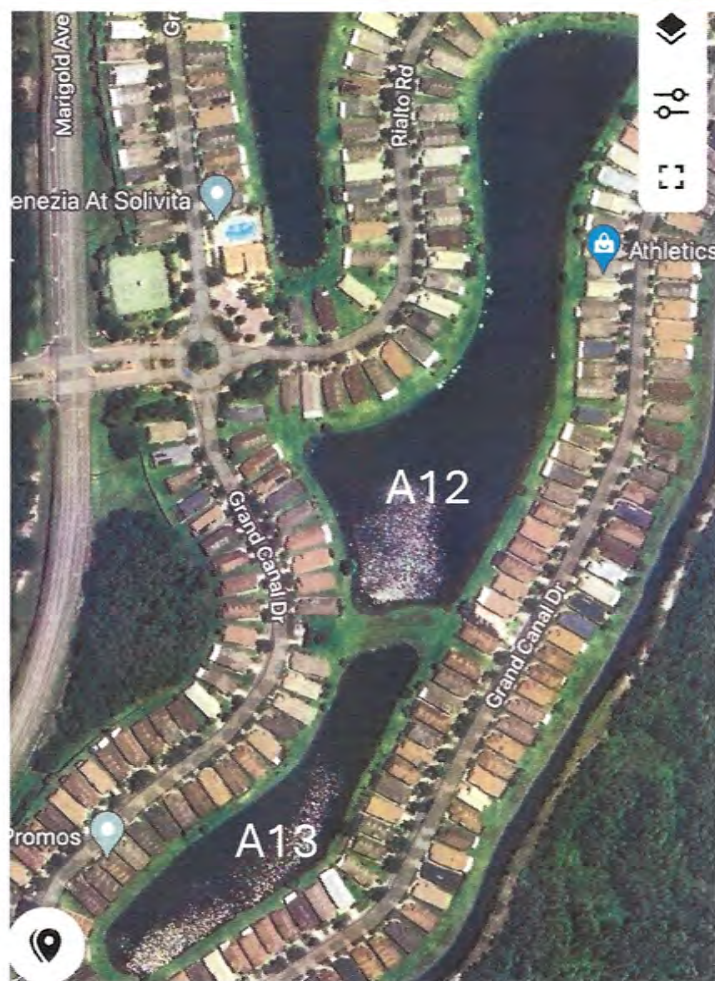


A7 = MARIGOLD POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



A12 = NORTH GRAND POND
A13 = SOUTH GRAND POND

VENEZIA AT SOLIVITA

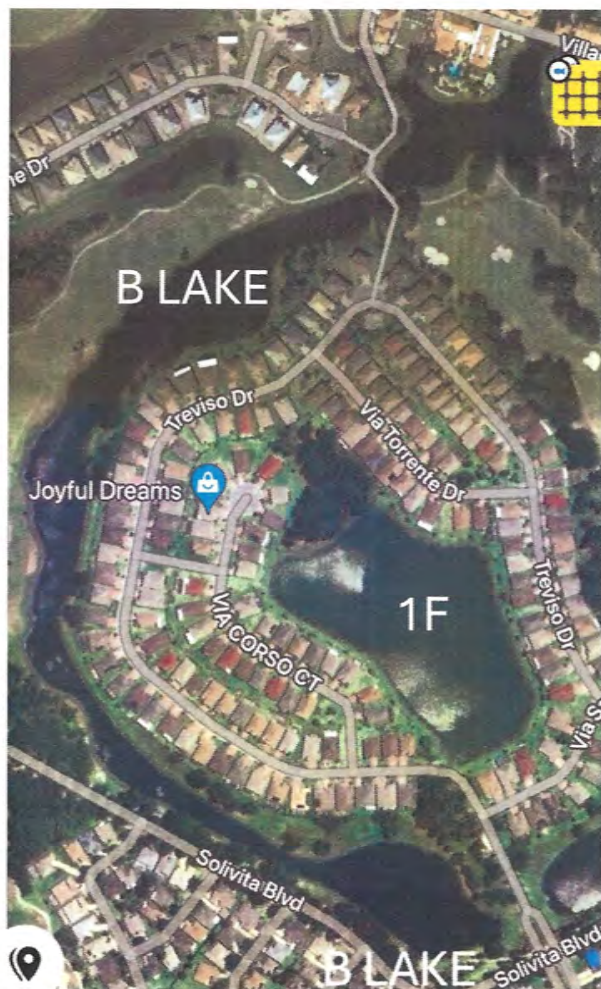


A9 = VIA VENETO POND
A10A = NORTH MURANO POND
A10B = SOUTH MURANO POND
A11 = RIALTO POND



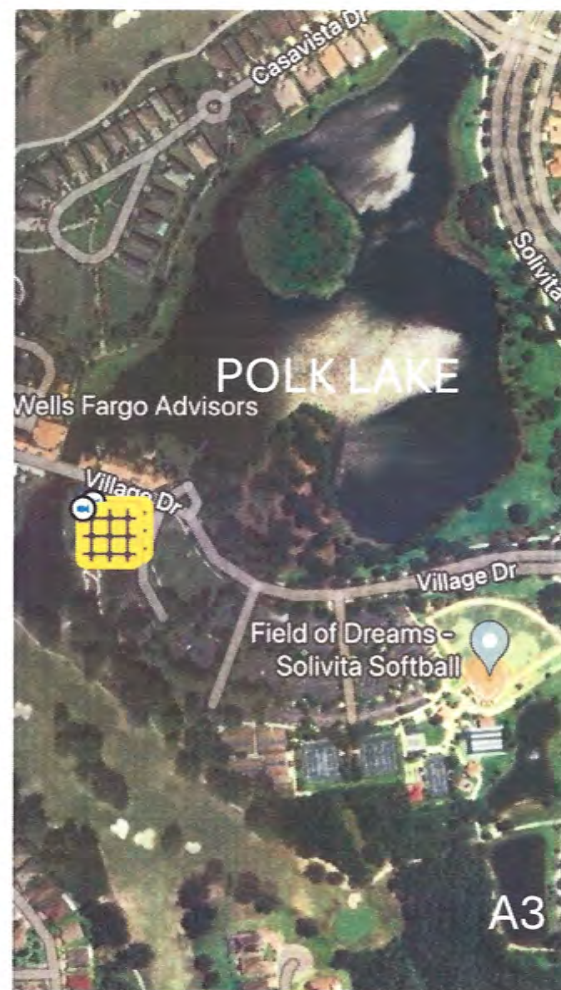
Pond Stocking Plan

SOLIVITA
FISHING CLUB



B LAKE

1F = TREVINO INNER

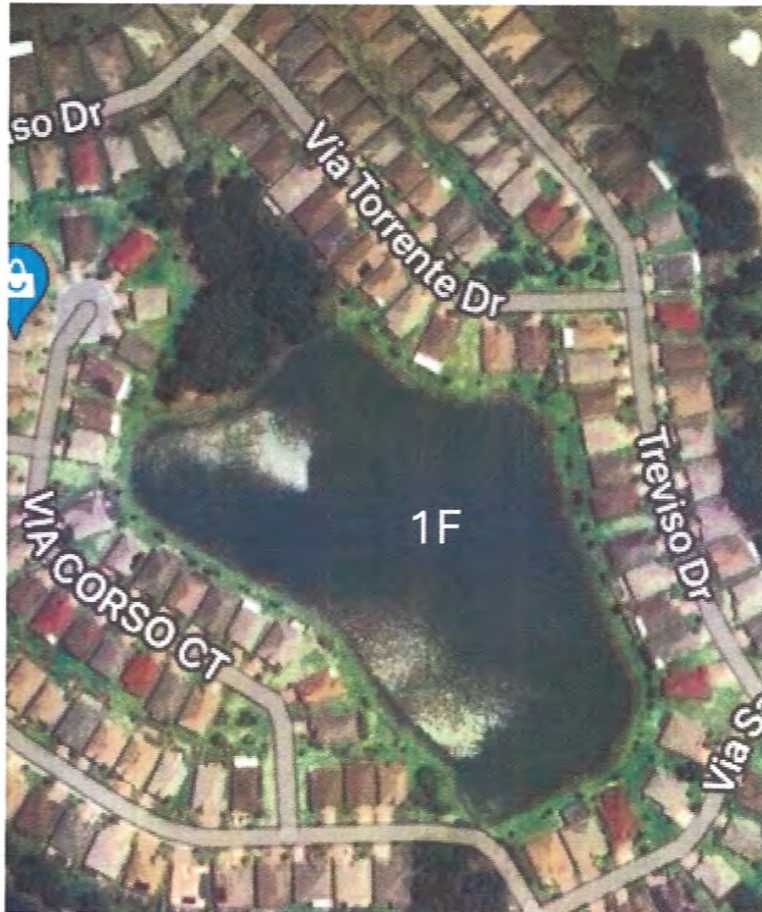


POLK LAKE



Pond Stocking Plan

SOLIVITA
FISHING CLUB



1F = TREVISO INNER



A2 = LAKE PALERMO SOUTH



Pond Stocking Plan

SOLIVITA
FISHING CLUB



D9 = SHOREHAVEN



Pond Stocking Plan

SOLIVITA
FISHING CLUB



D8 = SHOREHAVEN 2



Pond Stocking Plan

SOLIVITA
FISHING CLUB



D6 = DAVINCI PASS LITTLE

D7 = CHANNEL PASS



Pond Stocking Plan

SOLIVITA
FISHING CLUB



B16 = CRYSTAL



B11 = TREVISO OUTER
B15 = RAINBOW



Pond Stocking Plan

SOLIVITA
FISHING CLUB



C1 = DRIVING RANGE
C3 = NAPOLEONE POND

B5 = RV POND

B6 = HOSPITAL POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



A21 = WEST MEDICI POND
A22 = EAST MEDICI POND

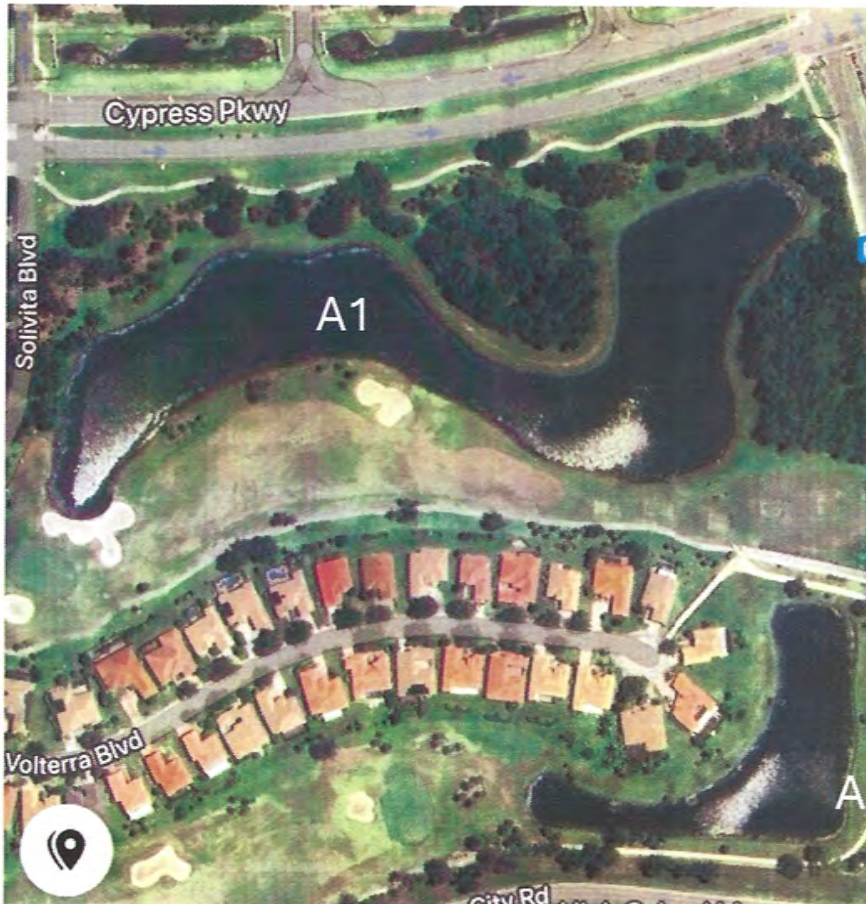


A5 = WALNUT POND

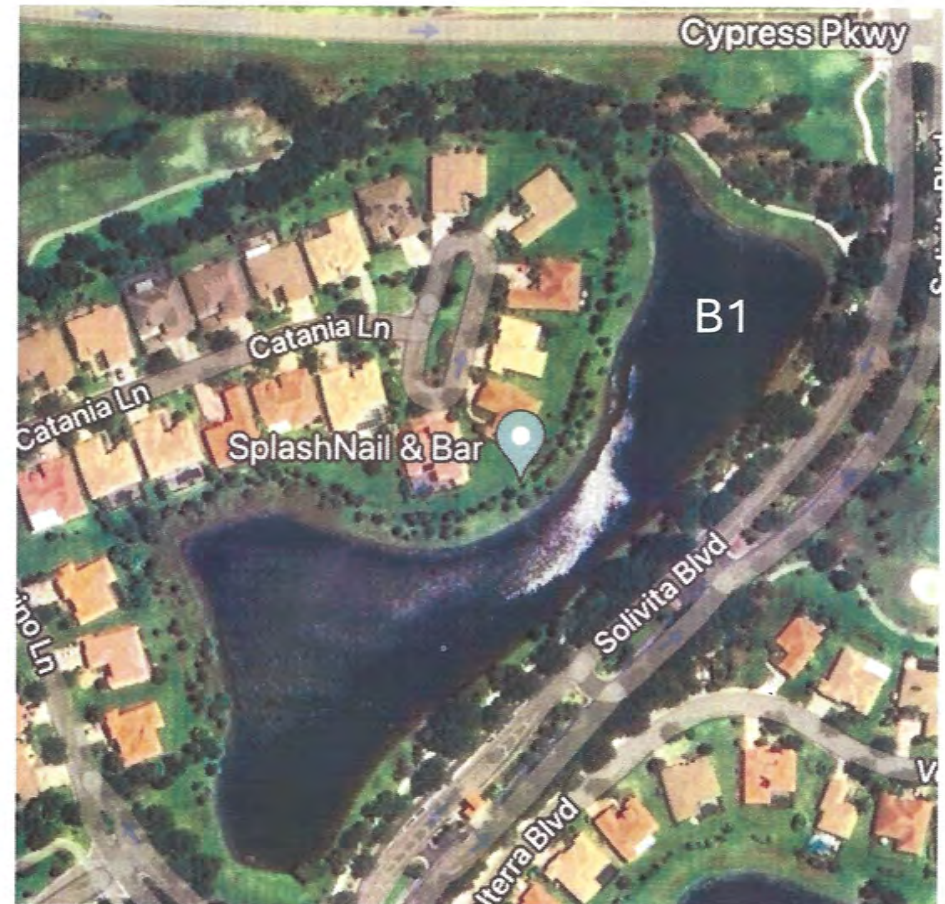


Pond Stocking Plan

SOLIVITA
FISHING CLUB



A1 = WALGREENS POND

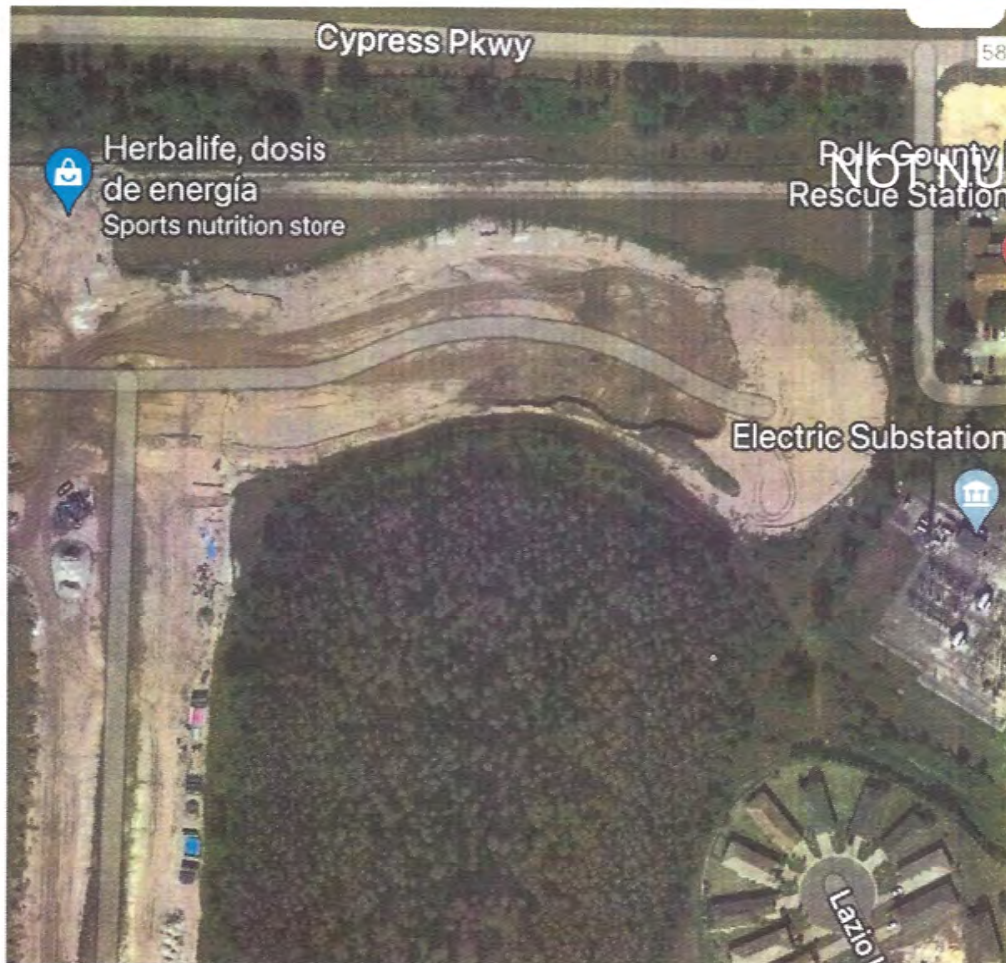


B1 = CATANIA POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB

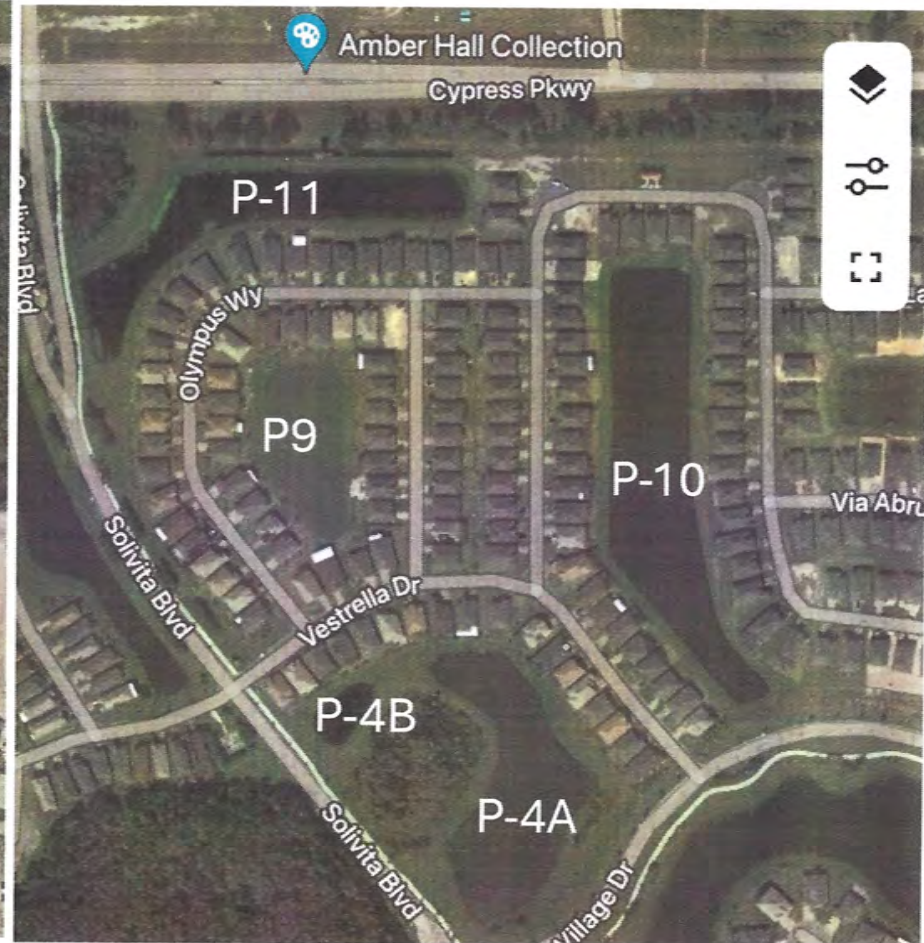


V1 = LOMBARDI POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



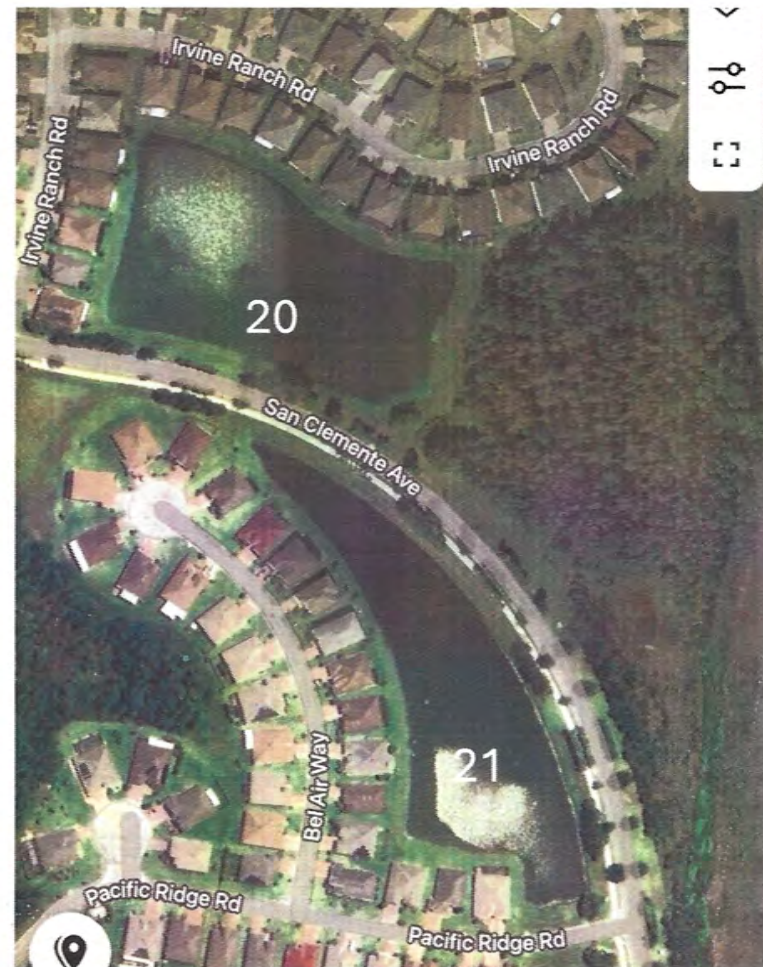


Pond Stocking Plan

SOLIVITA
FISHING CLUB



13 = HARBOR POND



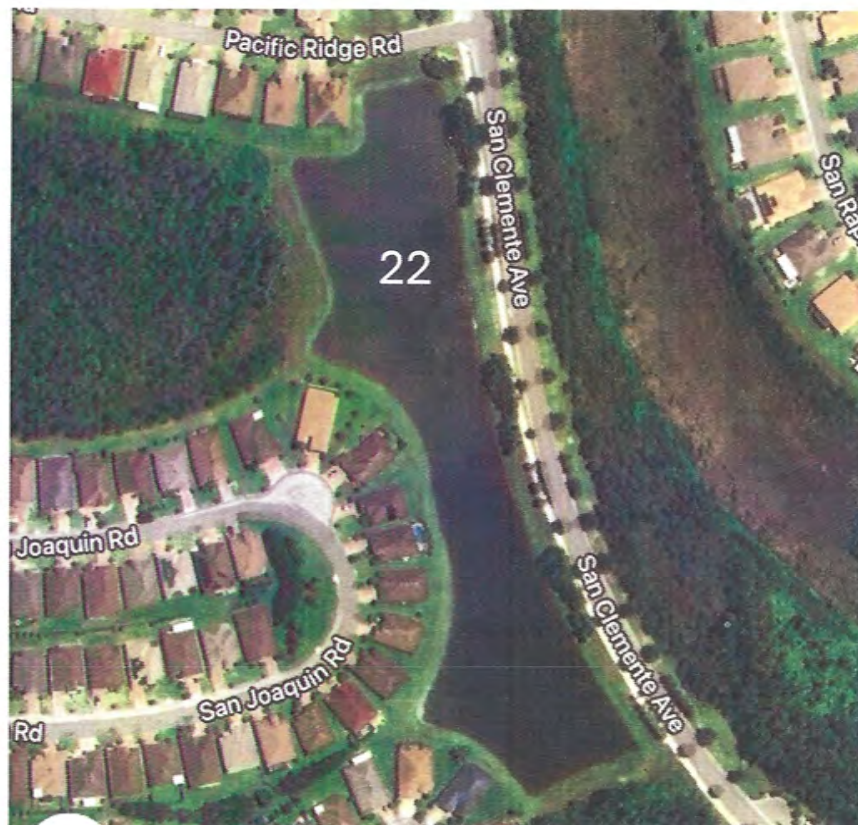
20 = IRVINE RANCH POND

21 = RIDGE POND

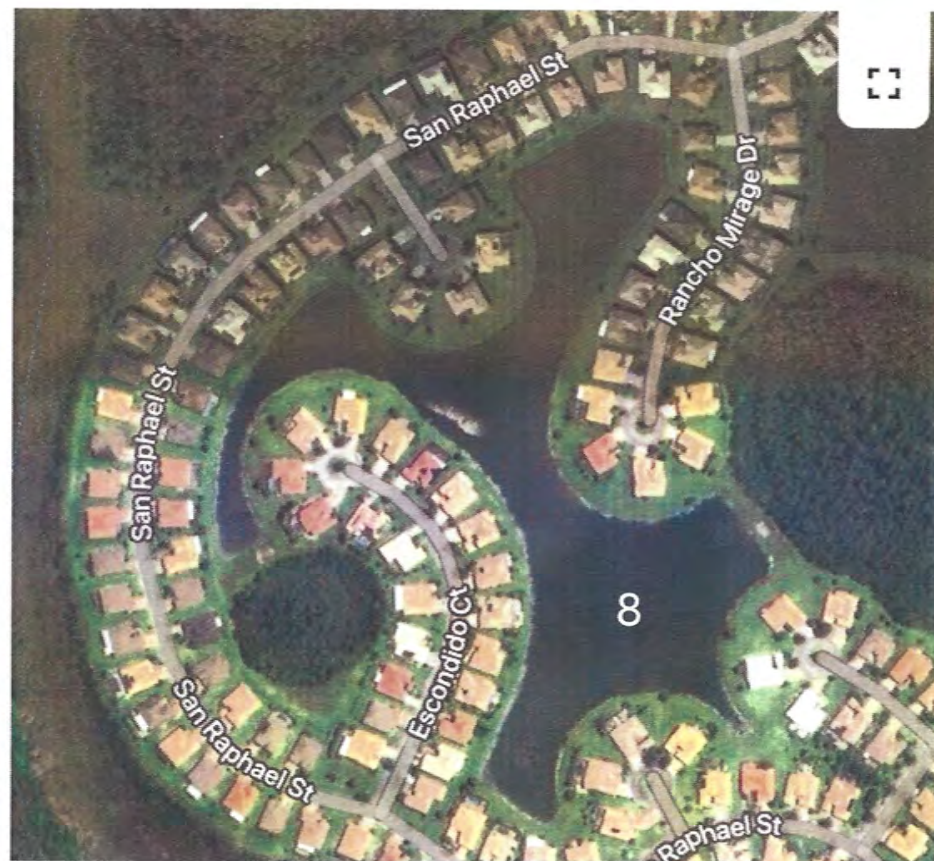


Pond Stocking Plan

SOLIVITA
FISHING CLUB



22 = PALM

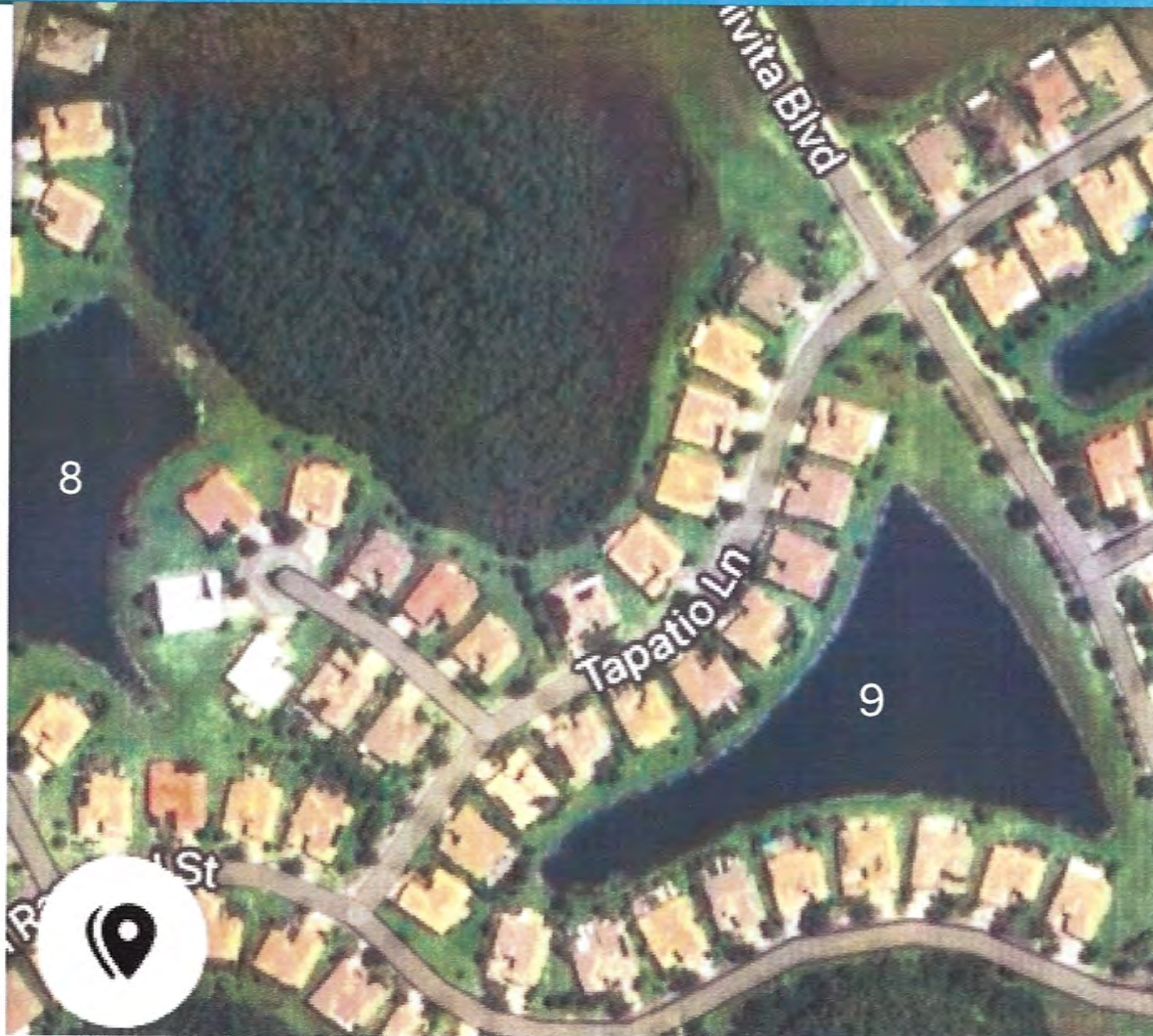


8 = CRYSTAL COVE POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



8 = CRYSTAL COVE POND
9 = BIG HORN POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



7 = FLAG POLE

V10 = TAPATIO POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



C10 = 3 FINGERS



Pond Stocking Plan

SOLIVITA
FISHING CLUB



12 = LEMON TREE POND
C11 = MONTAGE POND
C19 = LEMON GROVE POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



5 = VILLA PARK POND
6 = VILLA PARK NORTH POND
C12 = VINEYARD POND
C20 = ARCADIA POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



C20 = ARCADIA POND
D1 = INDIAN WELLS POND



Pond Stocking Plan

SOLIVITA
FISHING CLUB



D11 = PRIMA POND
D3 = PORTOFINO POND

SECTION IX



April 25, 2025

GAI Project No. A171208.00

Mr. George S. Flint
Government Management Services-Central Florida LLC
135 W. Central Blvd., Suite 320
Orlando, Florida 32801

Poinciana Community Development District (PCDD)

Ponds Inspection Report

Dear Mr. Flint:

GAI Consultants Inc. (GAI) has completed the annual stormwater pond inspection. The inspections were performed on April 23, 2025. In general, the ponds are performing correctly; however, minor maintenance issues were noted during the inspection. These observations were coded by an asterisk in the following methods:

No "*" No action is needed.

* Observation not a priority and will not affect the pond's performance.

** Observation that may influence a pond's performance if left uncorrected long term.

*** Observation needs attention.

Please find attached detailed photos and a description of issues that need to be addressed for each pond is listed below. This observation report is limited to the exposed and accessible locations of the ponds. Please see attached photos for more information.

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

Sincerely,

GAI Consultants, Inc

Kathleen S. Leo, P.E.
Vice President

Poinciana CDD Wetlands & Pond Ownership:

** Pond A-21:



Overgrown vegetation is noted within the pond water level.

Pond B-3:



Well maintained banks and slopes observed.



Well maintained banks and slopes observed.

* Pond B1:



Along the entire perimeter of this pond are bare slopes.



Control structure seems to be working properly, however vegetations was observed growing within the structure.

* Pond A-6:



Bare banks noted in the north perimeter of the pond.



Along the southern boundary is a corrugated plastic pipe that has been damaged and broken. A second pipe is exposed as well as shown above.

* Pond B-15:



The MES is in good working order, however, to both the left and right of the structure are areas that are not filled properly.



The control structure appears to be working properly.



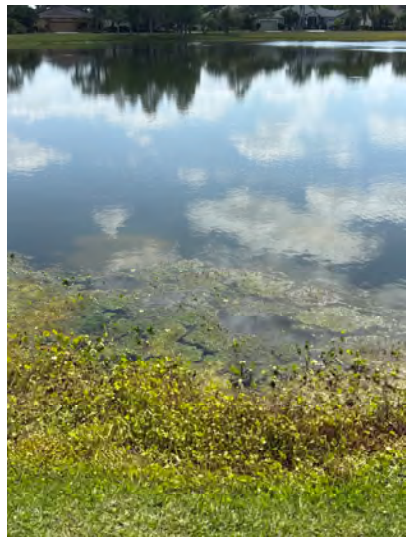
Bare banks were noted along the north perimeter of the pond.



The control structure appears to be working properly.

Pond A-8:

Along the entire perimeter of the pond is algae blooms. Refer to photos (A-1, A-2)



(A-1)



(A-2)

Pond C-6A/6B:

Algae blooms were found along the entire boundary of these ponds.



Pond C-19:

Severe algae blooms were found along the entire boundary of these ponds.



* Pond C-1:



Wash out/Erosion is noticeable creating impacts within the pond bank.

Pond A-3/A-4 :



Algae bloom was noted along several areas.



Control structures clean of debris and in working order.



Control structures clean of debris and in working order.



Algae bloom was noted along several areas.



Bare banks exposed in pond perimeter.

Pond D-6:



The control structure appears to be working properly.



Weir and skimmer appears to be working properly.



Weir and skimmer appears to be working properly.

* Pond C-14:



The pond is in good working order, however, there is a corrugated pipe sticking out of the pond.

* Pond B-6:



The MES is in good working order, however, to both the left and right of the structure are areas that are not filled properly.



Retaining wall looks in good working order. Vegetation observed within the bank slopes.



Exposed bank slopes and drops in certain areas. Corrugated pipe exposed.



Control Structure looks in good working order. Vegetation observed around it. Top grate of structure fell into the box.

Pond A-10B:



Severe algae blooming.

Pond A-13:



Severe algae blooming.

** Pond E-31:



Severe algae blooming.



Severe algae blooming.



Exposed geotextile along pond bank.



Spillway, Weir, and skimmer are in good condition
However overflow weir is covered by vegetation.

**** Pond E-21:**

Retaining walls impacts/erosion is observed. Refer to Photos A-1 and A-2 below.



(A-1)



(A-2)

* Pond E-3:



Retainig walls deterioration and debris accumulation is observed.



Control structure is in good working order.

SECTION X

SECTION C

SECTION 1

Poinciana Community Development District
Action Items May 2025

Meeting Assigned	Action Item	Assigned To	Status	Comments
Ongoing	Monitor Central Florida Expressway - Poinciana Parkway Project: Parkway Connector	Former Chairman Lita Epstein	In Process	Presentation facilitated 01.15.2025.
Ongoing	Monitor Polk County Road Design for Impact to PCDD Tunnels	District Engineer	In Process	
Ongoing	Review of Wetlands Owned by Developer and HOA	District Engineer	On Hold	On hold as there is no current application for conveyance.
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. Improvement on Tract P-E21 black cast aluminum fence needs to be added. Chairman Cameron and Field Staff reviewed improvements to update list 05.06.2025. Updated License Agreement to be presented 05.21.2025.
03.20.2024	Pond Water Quality	Field Staff/Vice Chairman McKelvey	In Process	Field staff to provide proposals for littoral plantings, gambusia/grass shrimp, aerators, bacterial agents, and other interventions. Clam stocking approved for Ponds E16 and PC2 04.16.2025. Estimated installation date for clams pending.
Ongoing	Educate residents regarding beneficial pond vegetation and best maintenance practices		Ongoing	Letter provided to Association and Amenity Management 12.04.2024. Upcoming Association Presentations and activities to be considered. Earth Day April 22 presentation/booth participation.
11.20.2024	Eminent Domain Cypress Parkway	District Counsel	In Process	BOS approved retention letter with Gray Robinson 11.20.2024.

SECTION 2

Poinciana Community Development District

Summary of Check Register

April 8 , 2025 to May 9, 2025

Fund	Date	Check No.'s	Amount
General Fund	Truist	4/14/25	268
		4/25/25	269-270
		5/1/25	271
		5/6/25	272-274
			\$ 69,107.88
Money Market	5/6/25	5	\$ 150,000.00
			\$ 150,000.00
Payroll	<u>April 2025</u>		
	Anita L Nelson	ACH	\$ 184.70
	Jon R Cameron	ACH	\$ 184.70
	Anthony R Reed	ACH	\$ 84.70
	Richard B McKelvey	50223	\$ 184.70
	Robert W Zimbardi	50224	\$ 184.70
			\$ 823.50
			\$ 219,931.38

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/14/25	00001	4/01/25 289	202504 310-51300-34000	MANAGEMENT FEES APR 25	*	3,785.25	
		4/01/25 289	202504 310-51300-35200	WEBSITE ADMIN APR 25	*	72.25	
		4/01/25 289	202504 310-51300-35100	INFORMATION TECH APR 25	*	108.33	
		4/01/25 289	202504 310-51300-51000	OFFICE SUPPLIES	*	.03	
		4/01/25 289	202504 310-51300-42000	POSTAGE	*	68.51	
		4/01/25 290	202504 320-53800-12000	FIELD MANAGEMENT APR 25	*	928.33	
GOVERNMENTAL MANAGEMENT SERVICES							4,962.70 000268
4/25/25	00011	4/15/25 00103583	202504 320-53800-47100	MOSQUITO MIANT APR 25	*	14,702.26	
CLARKE ENVIRONMENTAL MOSQUITO							14,702.26 000269
4/25/25	00004	4/01/25 31309	202504 320-53800-46200	LANDSCAPE MAINT APR 25	*	16,081.20	
FLORALAWN 2 LLC							16,081.20 000270
5/01/25	00027	4/11/25 139834	202503 310-51300-31500	GENERAL COUNSEL MAR 25	*	2,782.02	
LATHAM LUNA EDEN & BEAUDINE							2,782.02 000271
5/06/25	00004	5/01/25 31934	202505 320-53800-46200	LANDSCAPE MAINT MAY 25	*	16,081.20	
FLORALAWN 2 LLC							16,081.20 000272
5/06/25	00017	4/24/25 2218014	202504 310-51300-31100	ENGINEER SVCS APRIL 25	*	1,750.50	
GAI CONSULTANTS, INC							1,750.50 000273
5/06/25	00044	5/01/25 PSI16551	202505 320-53800-47000	AQUATIC MAINT MAY 25	*	12,748.00	
SOLITUDE LAKE MANAGEMENT							12,748.00 000274
TOTAL FOR BANK C						69,107.88	
TOTAL FOR REGISTER						69,107.88	

POIN POIN CDD BOH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/06/25	00013	5/06/25 05062025	202505 300-10100-10200	TSFR MONEY MARKET TO CDD	*	150,000.00	
POINCIANA CDD							150,000.00 000005

TOTAL FOR BANK B						150,000.00	
TOTAL FOR REGISTER						150,000.00	

SECTION 3

Poinciana
Community Development District

Unaudited Financial Reporting
April 30, 2025



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
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5	<u>Capital Reserve Fund</u>
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8	<u>Assessment Receipt Schedule</u>

Poinciana
Community Development District
Combined Balance Sheet
April 30, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash</u>				
Operating - Hancock Whitney	\$ 171,333	\$ -	\$ -	\$ 171,333
Operating - Truist	\$ 57,922	\$ -	\$ -	\$ 57,922
Money Market - Bank United	\$ 727,935	\$ -	\$ 211,034	\$ 938,969
<u>Investments</u>				
<u>Series 2022</u>				
Reserve	\$ -	\$ 136,457	\$ -	\$ 136,457
Revenue	\$ -	\$ 493,604	\$ -	\$ 493,604
Interest	\$ -	\$ 96,990	\$ -	\$ 96,990
Principal	\$ -	\$ 1,101,000	\$ -	\$ 1,101,000
Prepayment	\$ -	\$ 3,893	\$ -	\$ 3,893
Due from General Fund	\$ -	\$ 168	\$ -	\$ 168
Total Assets	\$ 957,190	\$ 1,832,112	\$ 211,034	\$ 3,000,337
Liabilities:				
Accounts Payable	\$ 13,351	\$ -	\$ -	\$ 13,351
Due to Debt Service	\$ 168	\$ -	\$ -	\$ 168
Total Liabilities	\$ 13,519	\$ -	\$ -	\$ 13,519
Fund Balance:				
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 211,034	\$ 211,034
Restricted for:				
Debt Service	\$ -	\$ 1,832,112	\$ -	\$ 1,832,112
Unassigned	\$ 943,671	\$ -	\$ -	\$ 943,671
Total Fund Balances	\$ 943,671	\$ 1,832,112	\$ 211,034	\$ 2,986,818
Total Liabilities & Fund Balance	\$ 957,190	\$ 1,832,112	\$ 211,034	\$ 3,000,337

Poinciana
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/25	Thru 04/30/25	Variance
<u>Revenues:</u>				
Assessments - Tax Roll	\$ 886,925	\$ 886,925	\$ 889,161	\$ 2,236
Interest	\$ 2,373	\$ 2,373	\$ 7,136	\$ 4,763
Total Revenues	\$ 889,298	\$ 889,298	\$ 896,297	\$ 6,999
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 12,000	\$ 7,000	\$ 5,600	\$ 1,400
FICA Expense	\$ 918	\$ 536	\$ 428	\$ 107
Engineering	\$ 20,000	\$ 11,667	\$ 11,567	\$ 100
Attorney	\$ 30,000	\$ 17,500	\$ 21,683	\$ (4,183)
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Annual Audit	\$ 3,700	\$ 3,700	\$ 3,700	\$ -
Trustee Fees	\$ 4,000	\$ 4,000	\$ 4,000	\$ -
Assessment Administration	\$ 5,250	\$ 5,250	\$ 5,250	\$ -
Management Fees	\$ 45,423	\$ 26,497	\$ 26,497	\$ -
Information Technology	\$ 1,300	\$ 758	\$ 758	\$ 0
Website Maintenance	\$ 867	\$ 506	\$ 506	\$ -
Telephone	\$ 100	\$ 58	\$ -	\$ 58
Postage	\$ 2,600	\$ 1,517	\$ 1,084	\$ 433
Printing & Binding	\$ 500	\$ 292	\$ 17	\$ 275
Insurance	\$ 7,981	\$ 7,981	\$ 7,763	\$ 218
Legal Advertising	\$ 5,500	\$ 3,208	\$ 873	\$ 2,335
Other Current Charges	\$ 2,400	\$ 1,400	\$ 568	\$ 832
Office Supplies	\$ 400	\$ 233	\$ 1	\$ 233
Property Appraiser	\$ 7,000	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 150,564	\$ 92,277	\$ 90,468	\$ 1,809

Poinciana
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/25	Thru 04/30/25	Variance
<u>Operations & Maintenance</u>				
Field Services	\$ 11,140	\$ 6,498	\$ 6,498	\$ -
Property Insurance	\$ 21,500	\$ 21,500	\$ 22,169	\$ (669)
Electric	\$ 2,544	\$ 1,484	\$ 757	\$ 727
Landscape Maintenance	\$ 220,544	\$ 128,651	\$ 112,568	\$ 16,082
Landscape Improvement Areas Contingency	\$ 18,500	\$ 10,792	\$ -	\$ 10,792
Aquatic Control Maintenance	\$ 159,828	\$ 93,233	\$ 89,236	\$ 3,997
Aquatic Midge Management	\$ 194,062	\$ 113,203	\$ 102,916	\$ 10,287
R&M - Plant Replacement	\$ 7,000	\$ 4,083	\$ -	\$ 4,083
Storm Structure Repairs	\$ 41,616	\$ 24,276	\$ -	\$ 24,276
Contingency	\$ 12,000	\$ 12,000	\$ 76,023	\$ (64,023)
Total Operations & Maintenance:	\$ 688,734	\$ 415,720	\$ 410,167	\$ 5,553
<u>Other Expenditures</u>				
Transfer Out - Capital Reserve	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Total Other Expenditures	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Total Expenditures	\$ 889,298	\$ 557,997	\$ 550,636	\$ 7,362
Net Change in Fund Balance	\$ -		\$ 345,661	
Fund Balance - Beginning	\$ -		\$ 598,010	
Fund Balance - Ending	\$ -		\$ 943,671	

Poinciana

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/25	Thru 04/30/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 1,279,197	\$ 1,279,197	\$ 1,281,876	\$ 2,678
Assessments - Prepayments	\$ -	\$ -	\$ 3,871	\$ 3,871
Interest	\$ 15,000	\$ 8,750	\$ 22,437	\$ 13,687
Total Revenues	\$ 1,294,197	\$ 1,287,947	\$ 1,308,183	\$ 20,236
Expenditures:				
Property Appraiser	\$ 13,755	\$ -	\$ -	\$ -
Series 2022				
Interest - 11/1	\$ 97,211	\$ 97,211	\$ 97,051	\$ 160
Special Call -11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Principal - 5/1	\$ 1,101,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 97,211	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,309,176	\$ 97,211	\$ 102,051	\$ (4,840)
Excess (Deficiency) of Revenues over Expenditures	\$ (14,979)		\$ 1,206,132	
Net Change in Fund Balance	\$ (14,979)		\$ 1,206,132	
Fund Balance - Beginning	\$ 478,956		\$ 625,980	
Fund Balance - Ending	\$ 463,977		\$ 1,832,112	

Poinciana
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 04/30/25	Thru 04/30/25	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 3,989	\$ 3,989
Total Revenues	\$ -	\$ -	\$ 3,989	\$ 3,989
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 3,989	
<u>Other Financing Sources/(Uses):</u>				
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		\$ 53,989	
Fund Balance - Beginning	\$ 150,440		\$ 157,045	
Fund Balance - Ending	\$ 200,440		\$ 211,034	

Poinciana
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 234,010	\$ 552,901	\$ 32,871	\$ 31,417	\$ 12,200	\$ 25,761	\$ -	\$ -	\$ -	\$ -	\$ -	889,161
Interest	\$ 1,597	\$ 953	\$ 723	\$ 421	\$ 382	\$ 676	\$ 2,385	\$ -	\$ -	\$ -	\$ -	\$ -	7,136
Total Revenues	\$ 1,597	\$ 234,963	\$ 553,623	\$ 33,293	\$ 31,799	\$ 12,876	\$ 28,146	\$ -	\$ -	\$ -	\$ -	\$ -	896,297
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 1,600	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	5,600
FICA Expense	\$ 77	\$ 77	\$ -	\$ -	\$ 122	\$ -	\$ 153	\$ -	\$ -	\$ -	\$ -	\$ -	428
Engineering	\$ 1,440	\$ 533	\$ 2,400	\$ 1,683	\$ 885	\$ 2,875	\$ 1,751	\$ -	\$ -	\$ -	\$ -	\$ -	11,567
Attorney	\$ 2,591	\$ 5,005	\$ 793	\$ 3,867	\$ 3,334	\$ 2,782	\$ 3,310	\$ -	\$ -	\$ -	\$ -	\$ -	21,683
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ 3,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,700
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	4,000
Assessment Administration	\$ 5,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,250
Management Fees	\$ 3,785	\$ 3,785	\$ 3,785	\$ 3,785	\$ 3,785	\$ 3,785	\$ 3,785	\$ -	\$ -	\$ -	\$ -	\$ -	26,497
Information Technology	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ -	\$ -	\$ -	\$ -	\$ -	758
Website Maintenance	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ -	\$ -	\$ -	\$ -	\$ -	506
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage	\$ 114	\$ 2	\$ 30	\$ 374	\$ 133	\$ 363	\$ 69	\$ -	\$ -	\$ -	\$ -	\$ -	1,084
Printing & Binding	\$ 8	\$ -	\$ -	\$ -	\$ 2	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	17
Insurance	\$ 7,763	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,763
Legal Advertising	\$ -	\$ 304	\$ 270	\$ 299	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	873
Other Current Charges	\$ 125	\$ 124	\$ 88	\$ 56	\$ 58	\$ 59	\$ 59	\$ -	\$ -	\$ -	\$ -	\$ -	568
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	1
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative:	\$ 22,508	\$ 11,010	\$ 7,547	\$ 10,244	\$ 13,802	\$ 10,051	\$ 15,307	\$ -	\$ -	\$ -	\$ -	\$ -	90,468

Poinciana
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operation and Maintenance</i>													
Field Services	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	\$ -	\$ -	\$ -	\$ -	\$ -	6,498
Property Insurance	\$ 22,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	22,169
Electric	\$ 81	\$ 88	\$ 170	\$ 104	\$ -	\$ 208	\$ 104	\$ -	\$ -	\$ -	\$ -	\$ -	757
Landscape Maintenance	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ -	\$ -	\$ -	\$ -	\$ -	112,568
Landscape Improvement Areas Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Aquatic Control Maintenance	\$ 12,748	\$ 12,748	\$ 12,748	\$ 12,748	\$ 12,748	\$ 12,748	\$ 12,748	\$ -	\$ -	\$ -	\$ -	\$ -	89,236
Aquatic Midge Management	\$ 14,702	\$ 14,702	\$ 14,702	\$ 14,702	\$ 14,702	\$ 14,702	\$ 14,702	\$ -	\$ -	\$ -	\$ -	\$ -	102,916
R&M - Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Storm Structure Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ 59,600	\$ 13,500	\$ 650	\$ 1,271	\$ 1,002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	76,023
Total Operations & Maintenance:	\$ 126,310	\$ 58,048	\$ 45,280	\$ 45,835	\$ 45,462	\$ 44,668	\$ 44,564	\$ -	\$ -	\$ -	\$ -	\$ -	410,167
<i>Other Expenditures</i>													
Transfer Out - Capital Reserve	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	50,000
Total Other Expenditures	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	50,000
Total Expenditures	\$ 198,818	\$ 69,058	\$ 52,827	\$ 56,079	\$ 59,263	\$ 54,719	\$ 59,871	\$ -	\$ -	\$ -	\$ -	\$ -	550,636
Net Change in Fund Balance	\$ (197,221)	\$ 165,905	\$ 500,796	\$ (22,787)	\$ (27,464)	\$ (41,843)	\$ (31,725)	\$ -	\$ -	\$ -	\$ -	\$ -	345,661

Poinciana
Community Development District
Special Assessment Receipts
Fiscal Year 2025

MAINTENANCE ASSESSMENTS

Gross Assessments \$ 953,675.91
Certified Net Assessments \$ 886,918.60

100%

<i>Date</i>	<i>Distribution</i>	<i>Gross Assessments Received</i>	<i>Discounts/Penalties</i>	<i>Commissions Paid</i>	<i>Interest Income</i>	<i>Net Assessments Received</i>	<i>General Fund</i>
11/13/24	10/21/24	\$ 13,836.03	\$ (715.20)	\$ (262.42)	\$ -	\$ 12,858.41	\$ 12,858.41
11/15/24	10/01-10/31/24	\$ 6,363.24	\$ (254.54)	\$ (122.18)	\$ -	\$ 5,986.52	\$ 5,986.52
11/19/24	11/01-11/07/24	\$ 98,377.86	\$ (3,932.98)	\$ (1,888.90)	\$ -	\$ 92,555.98	\$ 92,555.98
11/26/24	11/08-11/15/24	\$ 130,312.18	\$ (5,200.54)	\$ (2,502.23)	\$ -	\$ 122,609.41	\$ 122,609.41
12/6/24	11/16-11/26/24	\$ 199,480.63	\$ (7,966.46)	\$ (3,830.29)	\$ -	\$ 187,683.88	\$ 187,683.88
12/20/24	11/24-11/30/24	\$ 330,974.19	\$ (13,236.20)	\$ (6,354.76)	\$ -	\$ 311,383.23	\$ 311,383.23
12/27/24	12/1-12/15/24	\$ 57,066.05	\$ (2,133.84)	\$ (1,098.65)	\$ -	\$ 53,833.56	\$ 53,833.56
1/10/25	12/16-12/31/24	\$ 34,640.00	\$ (1,097.89)	\$ (670.84)	\$ -	\$ 32,871.27	\$ 32,871.27
2/3/25	10/1-12/31/24	\$0.00	\$ -	\$ -	\$1,264.27	\$ 1,264.27	\$ 1,264.27
2/10/25	1/1-1/31/25	\$31,894.58	\$ (1,126.37)	\$ (615.36)	\$0.00	\$ 30,152.85	\$ 30,152.85
3/7/25	02/01-02/28/25	\$12,566.64	\$ (117.59)	\$ (248.99)	\$0.00	\$ 12,200.06	\$ 12,200.06
4/11/25	03/01-03/31/25	\$26,170.59	\$ (2.45)	\$ (523.36)	\$0.00	\$ 25,644.78	\$ 25,644.78
4/30/25	01/01-03/31/25	\$0.00	\$ -	\$ -	\$116.45	\$ 116.45	\$ 116.45
Total Collected		\$ 941,681.99	\$ (35,784.06)	\$ (18,117.98)	\$ 1,380.72	\$ 889,160.67	\$ 889,160.67
Percentage Collected							100%

DEBT SERVICE ASSESSMENTS

Gross Assessments \$ 1,375,854.94
Certified Net Assessments \$ 1,279,545.09

100%

<i>Date</i>	<i>Distribution</i>	<i>Gross Assessments Received</i>	<i>Discounts/Penalties</i>	<i>Commissions Paid</i>	<i>Interest Income</i>	<i>Net Assessments Received</i>	<i>Debt Service Fund</i>
11/13/24	10/21/24	\$ 20,654.44	\$ (1,067.26)	\$ (391.74)	\$ -	\$ 19,195.44	\$ 19,195.44
11/15/24	10/01-10/31/24	\$ 8,601.08	\$ (344.03)	\$ (165.14)	\$ -	\$ 8,091.91	\$ 8,091.91
11/19/24	11/01-11/07/24	\$ 134,613.95	\$ (5,381.35)	\$ (2,584.65)	\$ -	\$ 126,647.95	\$ 126,647.95
11/26/24	11/08-11/15/24	\$ 180,293.01	\$ (7,198.60)	\$ (3,461.89)	\$ -	\$ 169,632.52	\$ 169,632.52
12/6/24	11/16-11/26/24	\$ 284,206.93	\$ (11,350.83)	\$ (5,457.12)	\$ -	\$ 267,398.98	\$ 267,398.98
12/20/24	11/08-11/15/24	\$ 489,270.64	\$ (19,566.80)	\$ (9,394.08)	\$ -	\$ 460,309.76	\$ 460,309.76
12/27/24	11/16-11/26/24	\$ 82,708.72	\$ (3,084.99)	\$ (1,592.47)	\$ -	\$ 78,031.26	\$ 78,031.26
1/10/25	12/16-12/31/24	\$ 51,944.55	\$ (1,651.94)	\$ (1,005.85)	\$ -	\$ 49,286.76	\$ 49,286.76
2/3/25	10/1-12/31/24	\$0.00	\$ -	\$ -	\$1,823.94	\$ 1,823.94	\$ 1,823.94
2/10/25	1/1-1/31/25	\$47,484.25	\$ (1,699.28)	\$ (915.70)	\$ -	\$ 44,869.27	\$ 44,869.27
3/7/25	02/01-02/28/25	\$18,610.97	\$ (175.77)	\$ (368.70)	\$ -	\$ 18,066.50	\$ 18,066.50
4/11/25	03/01-03/31/25	\$39,139.72	\$ (3.74)	\$ (782.72)	\$ -	\$ 38,353.26	\$ 38,353.26
4/30/25	01/01-03/31/25	\$0.00	\$ -	\$ -	\$167.99	\$ 167.99	\$ 167.99
Total Collected		\$ 1,357,528.26	\$ (51,524.59)	\$ (26,120.06)	\$ 1,991.93	\$ 1,281,875.54	\$ 1,281,875.54
Percentage Collected							100%

SECTION D



Poinciana Community Development District



May 21st, 2025

Joel Blanco - Field Services Manager

GMS

Site Items

Landscape Maintenance Review



- ✚ Field Staff has continued to review the landscaping throughout the district.
- ✚ Reviewed landscaping remains in satisfactory standards--clean and tidy swales at the end of resident property line with pond banks at appropriate height levels and edge grasses contained as we transition to the summer rain.
- ✚ Landscaping vendor continues to mow along the swales bordering retention walls such as PC-2, P-16, and OS-1 on Umbria Dr. during the spring, when able.
- ✚ Landscaping vendor confirmed scheduling installation of plantings and mulch on the CDD owned portion of Via Monte Napoleone Dr. Irrigation Wet Check was completed prior to scheduling.

Site Items

Aquatic Maintenance Review



- Field Staff has continued to review the ponds throughout the district.
- Several ponds have experienced excessive algae blooms such as PA9-11 (Grand Canal Dr. chain of ponds), C-2, A-34, and P-16. Boat treatment and bank spray treatment have been completed with both vendor and field staff monitoring progress.
- Several ponds were found with dollar weeds and cat tails growing at the edges. Vendor was advised to spray
- Staff is coordinating clam purchase with the supplier. Once supplier confirms amount in stock, staff will coordinate pond stocking and advise the board.
- Per board request, attached is information on aerators using B-1 as a pilot pond. Attached is also information on a product called TryMarine to assist with water quality and pond muck using B-5 as a pilot pond.

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 1

*Item will be
provided under
separate cover.*

SECTION 2

*Item will be
provided under
separate cover.*

SECTION 3

Pond #	Date Serviced	Algae	Grasses	Submersed Weeds	No Treatment Needed	Comments
OD-01	4-28				x	
OD-02	4-28				x	
OD-03	4-28				x	
OD-04	4-28				x	
OD-05	4-28				x	
OD-06	4-28				x	
OD-07	4-28				x	
OD-08	4-28				x	
OD-09	4-28				x	
OD-10	4-28				x	
OD-11	4-28				x	
OC-01	4-17				x	
OC-02	4-17	CAP,TRI				
OC-03	4-17				x	
OC-06A		4-9	EC			
OC-06B		4-9	EC			
OC-08		4-9	EC			
OC-09		4-9			x	
OC-10		4-9			x	
OC-11		4-9	EC			
OC-12	4-28				x	
OC-13		4-9	EC			
OC-14		4-9	EC			
OC-15	4-15		EC/AN			
OC-16		4-9	EC			
OC-17		4-9	EC			
OC-18	4-28				x	
OC-19		4-9	EC			
OC-20	4-28				x	
OB-01	4-10/			CAP/TRI		
OB-05	4-15				x	
OB-06	4-15				x	
OB-11	4-15		EC/AN			
OB-15	4-15		EC/AN			
OB-16	4-15		EC/AN			
OF-07	4-16				x	
OA-01	4-15				x	
OA-02	4-15				x	
OA-03	4-15		EC/AN			
OA-04	4-15		EC/AN			
OA-05	4-15		EC/AN			
OA-06	4-15		EC/AN			
OA-07	4-15		EC/AN			
OA-08	4-15		EC/AN			
OA-09	4-25			CAP/TRI		
OA-10A	4-24			CAP/TRI		

OA-10B	4-24			CAP/TRI		
OA-11	4-24				x	
OA-12	4-24				x	
OA-13	4-24				x	
OA-20	4-28				x	
OA-21	4-28				x	
OA-22	4-28				x	
OO-POLK	Club Pond				x	
OE-01	4-17		EC			DUCKWEED TREATMENT
OE-02		4-8	EC			DUCKWEED TREATMENT
OE-03	4-17				x	
OE-05	4-17		EC			
OE-06	4-17		EC			
OE-08	4-17		EC			
OE-11	4-17		EC			
OE-15	4-17		EC			
OE-18		4-8	EC			DUCKWEED TREATMENT
OE-19	4-17		EC			
OE-21	4-17		EC			
OE-31	4-17		EC			
P-1	4-16		EC			
P-2	4-16				X	
P-3	4-16				X	
P-4	4-16		EC			
P-5	4-16				X	
P-6	4-16				X	
P-8	4-16				X	
P-9	4-16		EC			
P-10	4-16		EC			
P-11	4-16		EC			
P-13	4-16				X	
P-14	4-16		EC			
P-15	4-16		EC			
5A-P-16	4-23		EC			
5C-P-16	4-23		EC			
OS-3	4-17		EC			
5E-W-C-3	4-17		EC			
P-1F	4-15		EC			
Canal 1	4-23				X	

SECTION 4



All Services By Customer Summary

Run By: kissasst

Page 1 of 1
Monday, April 7, 2025
6:34:11 AM

Poinciana Community Development Dist (S07800)

Filter Date between 03/01/2025 and 03/31/2025

Customer	Work Type	Service Item	Service Item Description	Start Date	End Date	Used Quantity	Unit Of Measure	Treated Ponds
S07800 - Poinciana Community Development Dist	Municipal Back Pack	KIS1768 - Nat G30 10 lbs per acre		03/03/2025	03/04/2025	14.85	acr	7,12,13,14,15,16,17,19,20,P1,2,4,6,11,22,P3,P10
S07800 - Poinciana Community Development Dist	Municipal Back Pack	KIS1818 - Strike Pellets 10lbs/acre		03/04/2025	03/04/2025	9.69	acr	1,3,5,18,21,23
S07800 - Poinciana Community Development Dist	Municipal Back Pack	KIS1768 - Nat G30 10 lbs per acre		03/27/2025	03/27/2025	14.85	acr	2,4,6,7,8,9,10,11,12,13,14,15,16,17,19,20,22,P3,P10,P1
S07800 - Poinciana Community Development Dist	Municipal Back Pack	KIS1818 - Strike Pellets 10lbs/acre		03/27/2025	03/27/2025	9.69	acr	1,3,5,18,21,23
S07800 - Poinciana Community Development Dist	Municipal Back Pack	KIS1818 - Strike Pellets 10lbs/acre		03/28/2025	03/28/2025	0.41	acr	6
						49.50		
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		03/06/2025	03/06/2025	11.60	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		03/07/2025	03/07/2025	18.90	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		03/11/2025	03/11/2025	13.52	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		03/13/2025	03/13/2025	11.50	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		03/20/2025	03/20/2025	16.10	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		03/21/2025	03/21/2025	11.60	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		03/24/2025	03/24/2025	10.95	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		03/28/2025	03/28/2025	16.20	mi	
						110.37		

SECTION 5

Date	Resident	Address	Contact Given	Pond	Complaint	Assigned To	Resolution	Date Resolved
4/13/2025	Carmen Cruz	473 Grand Canal Dr		PA911	Requesting pond cleanup/maintenance	Joel	Confirmed with resident boat treatment scheduled.	04/14/25
4/16/2025	Linda Taylor	4055 Via Toledo Ct		P3	Algae around pond edges	Joel	Provided update via e-mail; Treatment Requested	04/18/25
4/18/2025	Ellen Klein				Concern about landscaping conservation area	Joel/HOA	Advised that the area is HOA owned; provided HOA manager information Conservation area that is being requested to be trimmed	04/18/25
4/21/2025	Kathy Claussen	530 Barcelona Dr						
4/21/2025	Carmen Cruz	473 Grand Canal Dr		PA911	Requesting that nature preserve branches/shrubbery be trimmed back	Joel	back is owned by Taylor Morrison/Avatar.	04/21/25
4/22/2025				A9		Joel	Treatment scheduled; Joel to meet vendor for treatment	04/21/25
4/25/2025	Doug Durham	915 Umbria Dr		P16	Requesting update on pond cleanup	Joel	Requested treatment with aquatics vendor.	04/22/25
4/28/2025	Doug Durham	915 Umbria Dr		P16	Algae bloom present	Joel	Left voicemail provided update on scheduling treatment with vendor.	04/25/25
4/30/2025	Melanie Farkas	987 Umbria Dr		P16	Pond scum/possible algae	Joel	Provided update on treatment with aquatics vendor and monitoring.	04/28/25
5/5/2025	Sharon Morin	377 Acadia Dr.			Algae bloom in pond; requesting update on treatment date	Joel	Provided same update as Mr. Durham.	04/30/25
5/7/2025	Loc Nguyen	909 Glendora Rd.		PC12	Overgrowth around pond	Joel	Left voicemail providing update on scheduled treatment with the aquatics vendor.	05/07/25
5/7/2025	Sarah Kilroy	120 Amalfi Ln		P-D6	Requesting pond clean up/reporting weed growth	Joel	Educated resident on the benefits of littorals and the districts position on not pruning littorials.	05/07/25
5/7/2025	John Langrock	430 Treviso Dr		PE3		Joel	Advised resident to reach out to Polk County for Mosquito Treatment	05/08/25
5/7/2025	Jayne Gong	807 Via Como St		LK-8	Complaint about littoral plantings	Joel/HOA	Referred resident to HOA	05/08/25
5/9/2025	Marjorie Morand	417 Grand Canal Dr.		P16	Mosquito activity	Joel	Requested treatment with aquatics vendor.	05/08/25
					Landscaping question		Provided update to continue monitoring once rain fills the pond to better assess bank.	
				PA911	Weeds/Grass growth in and around pond	Joel		05/09/25
					Requesting update on pond bank			