

Poinciana
Community Development District

Agenda Package

August 20, 2025

AGENDA

Poinciana

Community Development District

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

August 13, 2025

**Board of Supervisors
Poinciana Community
Development District**

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet **Wednesday, August 20, 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 July 16, 2025 Board of Supervisors Meeting
5. Consideration of Annual Contract Renewal with Clarke
6. Consideration of Annual Contract Renewal with Floralawn
7. Consideration of Annual Contract Renewal with Solitude
8. Consideration of Aerator Project Proposals
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Action Items List
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - D. Field Manager's Report
 - i. Pond Maintenance Report
 - ii. Midge Management Report
 - iii. Customer Complaint Log
10. Supervisor's Requests
11. Other Business
12. General Audience Comments

13. Next Meeting Date- September 17, 2025, 12:00 PM; The Gator Room
14. 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, **July 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 <i>by Zoom</i>	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
Carl Warren	Solivita HOA President
Stephen Amrhein	Solitude
David Beasley	Solitude (<i>via Zoom</i>)
Residents	

The following is a summary of the discussions and actions taken at the July 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 constituting a quorum.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

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

Ms. Rose Kerr of 389 Sorrento Road provided comments the pond is looking good, but she communicated with Joel regarding Floralawn using large mowers and weed whackers at the shoreline.

FOURTH ORDER OF BUSINESS**Approval of Minutes of the May 21, 2025,
Board of Supervisors Meeting**

Ms. Adams presented the minutes of the May 21, 2025, Board of Supervisors meeting, which were included in the agenda package. Corrections were provided by Mr. Reed, which were incorporated, but he asked if the minutes were reviewed. Ms. Adams indicated that the minutes were reviewed by District Counsel and the District Manager. Ms. Nelson and Mr. Cameron also provided corrections. Mr. Zimbardi questioned what they were doing about the issue of Ms. Carpenter having trouble getting through the gate and not identifying herself. Ms. Adams pointed out that a letter was sent to the HOA Association Manager to clarify public access requirements and the HOA requested time to work through that issue with the new security company. Mr. Carl Warren, President of the Solivita HOA, indicated that he reviewed the Post Orders, which specifically addressed the issue of the Poinciana and Poinciana West CDDs. They were still current, and Mr. Warren would address the issue.

On MOTION by Mr. Reed seconded by Ms. Nelson with all in favor the Minutes of the May 21, 2025, Board of Supervisors Meeting were approved as amended.

FIFTH ORDER OF BUSINESS**Public Hearing****A. Consideration of Resolution 2025-04 Adopting Fiscal Year 2026 Budget and
Relating to the Annual Appropriations**

On MOTION by Ms. Nelson seconded by Mr. Zimbardi with all in favor the public hearings for the Fiscal Year 2026 budget adoption and imposition of special assessments were opened.

Ms. Nelson pointed out that the Board was being asked to approve several items, which were not brought to their attention before the budget was presented and questioned whether there was money in the Fiscal Year (FY) 2026 budget or whether they must use contingency funds.

Ms. Adams confirmed that there was contingency as well as general funds. The Board's hands were not tied to the adopted budget, and they had the ability to amend it in the upcoming fiscal year. Therefore, if the Board decided to approve expenses that were not budgeted, they could do so, to the extent that funds were available. Ms. Adams presented Resolution 2025-04, memorializing that the Board met and approved the Proposed Budget for Fiscal Year 2026, prior to June 15th. The fiscal year starts October 1, 2025, and runs through September 30, 2026. The approved proposed budget was provided to Polk County and published it on the District's website. The Board set the public hearings for July 16, 2025, noticed the hearings in accordance with Florida Statutes. Approval of the Resolution adopts the FY 2026 budget and appropriates funds in the General and Debt Service Funds and provides provision for any future budget amendments or supplemental appropriations in FY 2025. Attached to the resolution as an exhibit, is the Proposed Budget for FY 2026.

Ms. Adams indicated that the proposed assessment was \$886,925, which was the same amount as FY 2025. Therefore, there would be no increase for property owners within the District. The budget also recognized interest that the District had been earning, based on surplus funds that were invested in an interest bearing account. The total proposed revenues for FY 2026 were \$895,598. There have been no substantive changes to the Proposed Budget, since the Board met and approved the Proposed Budget. However, the actuals through the end of May 2025, were updated. The proposed expenses related to the administration were \$150,146. For the operations and maintenance (O&M) field expenses, the total proposed amount was \$703,727. A line item was included for contingency and based on the Board's request, a prior line item was changed to *Stormwater Quality/Landscape Improvements*, to give the Board flexibility to move forward with certain projects related to stormwater or landscaping. There was proposed transfer out to the Capital Reserve Fund of \$41,726 and total expenditures of \$895,598, which was the same amount as the revenue, to have a balanced budget. The annual gross amount per unit for O&M expenses was \$244.74, which would be on the Property Tax Bill. There were 3,820 single-family homes, as well as commercial and golf course property. The remainder of the budget had a narrative of each line item, Debt Service Fund for the refunded bond, which retires in 2031 and Amortization Schedules for the interest and principal payments. There were 3,605 residential units paying annual debt service fees. Property owners had the ability to either make annual

payments on the Property Tax Bill or to pay off the debt in a lump sum. There was a transfer-in for capital reserves of \$41,726.

B. Consideration of Resolution 2025-05 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Adams presented Resolution 2025-05, allowing the District to use the uniform tax collection method to impose special assessments on Property Tax Bills. Attached to the resolution, was the Adopted Budget and Assessment Roll for FY 2026. The assessment was the same as last year and was collected in the same manner, which was as a non-ad valorem assessment on the Polk County Tax Bill. Each owner would pay a maintenance fee of \$244.74 and those that paid the debt service fee, would pay \$373.96. Oftentimes, the County would combine the amount on the Property Tax Bill. There were no public comments.

On MOTION by Mr. Reed seconded by Mr. McKelvey with all in favor the public hearings for the Fiscal Year 2026 budget adoption and imposition of special assessments were closed.

Mr. Reed recalled that for partial IDs on the Tax Roll, the HOA had a similar process where they used street numbers. They missed a few and several residents were not paying for their HOA dues in the past, but this has now been corrected and wondered if there was a way to validate all the parcel IDs, so they were not missing anyone. Ms. Adams could not speak to the HOA fees, but Polk County provided a copy of the Tax Roll to GMS and the maintenance, and debt service fees were assigned to each parcel. Mr. McKelvey pointed out that it was a different process from what the HOA used. Mr. Cameron questioned why a few parcels were paying neither fee. Ms. Adams explained that those were CDD parcels.

On MOTION by Ms. Nelson seconded by Mr. Zimbardi with all in favor Resolution 2025-04 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations was adopted.

On MOTION by Mr. Cameron seconded by Ms. Nelson with all in favor Resolution 2025-05 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

SIXTH ORDER OF BUSINESS**Acceptance of Fiscal Year 2024 Audit Report**

Ms. Adams stated as a Florida Special District, the CDD was required to undergo an annual independent audit of all the District's financial records. The District entered into an agreement with Grau & Associates (Grau) and the annual audit for FY 24, was included in the agenda package. It was a clean audit, as the auditor noted no deficiencies with the District's financial records, no findings, no recommendations and no conditions of financial emergency. The audit was provided to the Auditor General by the State deadline of June 30, 2025, and was posted on the District's website. Discussion ensued. Mr. Zimbardi thanked staff for providing a clean audit.

On MOTION by Ms. Nelson seconded by Mr. Reed with all in favor the Fiscal Year 2024 Audit Report was accepted.

SEVENTH ORDER OF BUSINESS**Overview of Agenda Items Presented by Supervisor McKelvey**

Mr. McKelvey reported that he updated the website with some pictures of ponds, versus what the developer included, a map on the home page, that people could click on, as well as a banner from Earth Day, that had an explanation about the littorals, with the goal of making the website user friendly. There was a meeting with different entities that Mr. Cameron attended, but it was interesting to note that the Poinciana CDD owned a part of Lake Polk, which at one time was two separate ponds.

EIGHTH ORDER OF BUSINESS**Review and Discussion of Proposed Fishing Policies**

- A. Recommended Fishing Policies Provided by Solivita Fishing Club**
- B. Proposed Infrastructure Policies Presented February 19 and April 16**
- C. Current Infrastructure Policies**

Mr. McKelvey looked at Fishing Policies for ponds in the Poinciana CDD, at the direction of the Board and met with Mr. Bob Monica, the Chair of the Solivita Conservation and Wildlife Committee, who provided good input, as well as with members of the Fishing Club. Ms. Adams indicated that the Fishing Policy provided by Mr. McKelvey, was included in the agenda package. Mr. McKelvey explained that he took the draft policy and modified it, as the biggest concern was liability, with people fishing where there were alligators and snakes, which was

moved to the top of the policy. The Fishing Club questioned why this was coming up now. The reason why, was fishing was not permitted in both CDD ponds, but people were fishing, and the purpose was to set some guidelines. Very few of the Fishing Club members fish behind houses, but other residents were doing so, in CDD owned areas around the ponds. Therefore, there was a provision in the policy stating that fishermen could not fish behind homes, unless they had the permission of the homeowner. Ms. Adams reported that she received comments from District Counsel and the District Engineer regarding the Fishing Policies that were provided by Mr. McKelvey, which were circulated to staff at his request. Suggested revisions were submitted by District Counsel, which were distributed to the Board. Mr. Lazarovich indicated that his revisions had to do with the risk involved, to protect the District. Regarding access to private property, a note was added that anyone on private property could face infractions or tickets from law enforcement, if there was no permission, as that was not the intent of the stormwater ponds when they were constructed. Regarding hazards to health, it was noted that no wading or entering the ponds was permitted.

Mr. McKelvy pointed out that he was not looking for approval of the Fishing Policy but requested feedback. Ms. Nelson noted that there was a provision that boating on any pond, canal or culvert for any purpose, was strictly prohibited, recalling that there was a Dragon Boat Club. Mr. McKelvey indicated that they only stayed on a specific pond on Lake Polk. Ms. Adams questioned whether the Board wanted to have a separate Fishing Policy or one policy for all the infrastructure, as there was one policy for use of tunnels and stormwater system by maintenance staff. Ms. Nelson felt that there should be a provision for maintenance staff use of the ponds, as a homeowner could complain about it. Ms. Adams recalled a strong recommendation from the District's insurance company to have designated fishing areas, but the Board did not have to accept that recommendation. Mr. McKelvey envisioned fishing being allowed where there were not houses, unless permission was given by the owner. Ms. Adams pointed out that field management spent a couple of months reviewing locations, to identify where there was open access and avoiding areas where there were steep embankments or other dangerous conditions. A map of those locations was included in the agenda package on Page 194 and requested that the Board review those locations and provide feedback. The insurance company also recommended installing signage stating that it was a designated fishing area. Ms. Nelson asked if trash cans

could be placed in these locations. Ms. Adams indicated that it was not budgeted, but language could be added that trash be placed in the proper receptacle.

Mr. Reed felt that the best fishing place on Pond B-5, would be halfway up the pond on the left-hand side, as there was a parking area for golf carts and no houses. Mr. Cameron agreed with reducing fishing behind residential areas, but wanted stronger language on #8, such as *“No fishing behind a homeowner’s property, unless the resident was present,”* as many of the homeowners were snowbirds and were not available to give permission. Mr. Zimbardi did not understand how fishing at own risk correlated with allowing people to fish. Mr. Lazarovich explained that they were putting the person on notice of all the liabilities, whether it be alligators, hogs or a steep bank, as they were taking on the risk of participating in that activity. Mr. Reed pointed out to get to the next step, they needed to train the fishermen to follow the policy. Mr. McKelvey noted that he planned to go to a Fishing Club meeting and present this policy to them. Ms. Nelson pointed out that it was not necessarily the Fishing Club members that were violating the rules, but people that did not belong to the Fishing Club. One new resident who attended an HOA meeting, wanted to take the fish home and cook it. Mr. McKelvey envisioned having the fishing map and these guidelines at the concierge desk and other locations throughout Solivita. Ms. Nelson thanked Mr. McKelvey for all his hard work. Mr. McKelvey would make these changes and provide to Ms. Adams to distribute to the Board. Ms. Adams recalled there being a preamble in the document, identifying the infrastructure owned by the CDD and asked if it was necessary. Mr. McKelvey did not think it was necessary.

Mr. Reed questioned what would happen to a fisherman, if they violated these rules. Ms. Adams indicated if someone was trespassing on private property, the homeowner could call law enforcement. Ms. Nelson felt that the purpose was to educate residents on how and where to fish in Solivita. Mr. McKelvey recalled that a few members of the Fishing Club were upset, as they felt that they should be able to walk down property. Ms. Adams indicated that governments do not allow wishing on stormwater ponds, as they were not designed for recreation use. A stormwater map was attached to the proposed policies. If the Board decided to change and adopt a new policy, signage would need to be installed. The proposed infrastructure policies would go away and would be replaced with the Fishing Policies. However, until a new policy was adopted, the existing Infrastructure Policy on Page 196, was still in effect, for the stormwater ponds and two tunnels. However, there nothing in the Infrastructure Policy pertinent to the tunnels and the

Fishing Policy would supersede it. Mr. Lazarovich suggested changing it to the Poinciana Community Development District Stormwater System Policy, to clean it up. Mr. Reed wanted time to review the policies and requested that Mr. Lazarovich's firm, determine whether the community was setting themselves up for a lawsuit. Mr. McKelvey recommended stocking preferred ponds with fish to attract fishermen. No Board action was taken.

NINTH ORDER OF BUSINESS

Review of Proposals for Water Quality Improvements

A. Aerators

i. Presentation on Aerators

Mr. Blanco recalled that he was asked to provide a presentation to have an electrically powered aerator on Pond B-5 and the steps on how to achieve this. They chose Pond B-1, which had a large amount of filamentous algae throughout the perimeter of the pond. The first thing that they needed to do, was to have a physical address of the pond, which according to Duke, was necessary for them to establish a meter. In this case, they must contact the Polk County Permitting Department, complete an electrical permit application and pay the fee for the physical address. The next step would be the installation of the meter and pedestal, which he reached out to a Duke engineer for, who located the power source that could be possibly tied to a meter. There was also a transformer towards the entrance on the south side of the pond. Therefore, the meter and pedestal would be installed on the northeast portion of the pond, and an electrician would tie the meter to the aerator cabinet location. Then there was the meter installation and wire tie in. An electrician would need to install the meter can and the breaker panel and then run the wire that ties the meter to the aerator cabinet. Both Solitude and Lake Doctors agreed to install the cabinet towards the north portion of pond, requiring 345 feet of wiring to connect the meter to the cabinet.

Mr. Zimbardi asked if the pedestal would be outside of the fence and the aerator would be inside of the fence. Mr. Blanco confirmed that both would be inside of the fence. Mr. McKelvey questioned why it was located so far from the electric source. Mr. Blanco indicated that this location was ideal, because it had free space, in case they had to do maintenance, as it was far from homes. He did not want it in an area that was eroding, but the Board could choose to put the aerator next to the meter and pedestal. However, Mr. Blanco recommended installing the cabinet by the pond edge on a level service, trenching 8 inches deep, towards the backside for

the manifold to run and the airline connections. Then they would connect the airlines to the compressor manifold and backfill the trench. They would then start placing the eight diffusers in the proposed locations and start the system. The proposed meter model was an Air Max Lake Series LS80 aeration system, which was a heavy-duty commercial grade system, that provided less noise, according to Mr. Stephen Amrhein of Solitude. The diffusers and cabinet had a lifetime warranty, the exhaust fans and motors had a three-year warranty, and pistons had a two-year warranty. Ms. Nelson questioned the benefit of having an aerator versus a fountain. Mr. Blanco explained that fountains did not affect water quality and were only aesthetically pleasing, verses aerators, which turn over the water. It would keep the water from being stacked, providing for healthier plant growth and reducing midges and mosquitos. Ms. Leo questioned the depth of the tubing. Mr. Blanco indicated that the tubing would be placed at the bottom, approximately 9.2 feet. Mr. McKelvey believed that it was deeper. Mr. Blanco would recheck the depth, but the deeper the better, as they were turning over more water as it rises through.

- i. Review of Brochure from Kasco Aeration**
- ii. Review of Solitude Proposals**
- iii. Review of Lake Doctors Proposals**

At the request of the Board, Mr. Blanco presented a secondary quote from Lake Doctors in the amount of \$20,909.56, for an aerator with eight diffusers, versus Solitude, which proposed \$22,866. The quarterly maintenance by Solitude was \$200 per quarter and \$275 per quarter by Lake Doctors. Ms. Nelson questioned what the maintenance included. Mr. Blanco explained that they would check the system every quarter, to ensure that everything was running smoothly. Mr. Amrhein pointed out that they would clean out the boxes and change out filters. The Kasco aerator was cheaper, versus Air Max, which had tubes that jut out. Both were good options, but preferred Air Max, due to the warranty and issues that they were having with Kasco. Mr. McKelvey asked if the three-year warranty on the motor, was due to it breaking down after three years. Mr. Amrhein confirmed that they were just compressors and if they were changing the filters, they should not have any issues. He could probably match the price on the Kasco one. Mr. Reed wanted more time to think about it, as one of the big problems with enclosures on motor, was that they could overheat and did not last long, as well as snakes and other debris clogging up the vents. Being a technician, Mr. Amrhein, had experience with lizards getting into the fans of old units, but with the newer fans, nothing was getting in there.

Mr. Reed pointed out that he wanted to get comfortable with the ventilation of this unit, the noise level and Mr. Amrhein's experience, before deciding. Mr. Amrhein would provide the specifications and decibels and offered to take Mr. Reed to see one that was installed four or five years ago. Mr. McKelvey questioned the quarterly maintenance cost, as one sheet said \$2,400, but another said \$200 per quarter or a total of \$800. Mr. Amrhein indicated it was a typo, as generally the cost would be \$800. Mr. McKelvey asked if solar would be a viable option. Mr. Amrhein confirmed that solar was a viable option, but it would cost more for the panels and labor. However, there was a savings on the electrical expense. Mr. McKelvey requested that Mr. Amrhein provide alternative solutions. Mr. Cameron wanted to see a comparison, as there was \$22,000 installation cost for the meter can, breaker panel and establishing the power, but \$7,000 per year for the electricity. Mr. McKelvey indicated that Mr. Kevin Novak, a resident of Solivita, viewed a YouTube video of someone who installed an aerator in their pond and all the fish died, because it was on for 24 hours. Mr. Amrhein stated that they run them for a certain period. Mr. Reed did not think that an aerator would solve their problem with midges and algae. Mr. McKelvey indicated that an aerator would help break down the sediments and nutrients at the bottom. Another method was TryMarine and a unit that uses a frequency to target certain species of algae. There was Board consensus for Mr. Amrhein to provide a comparison of a basic aerator versus solar power aerators, as well as specifications, decibels and protection from critters.

B. TryMarine

Mr. Blanco presented a brochure about TryMarine, which was included in the agenda package. It was a water treatment system that freed up everything from the bottom and allowed it to be digested. They suggested adding it to Pond, B-5, which was dark in color, indicating that there was a great deal of muck. Mr. McKelvey confirmed that it did a good job of eating the muck, but this was one of many things that they were going to look at. Mr. Blanco confirmed that this was a new company. It would take various applications over a three-year period. Two proposals were presented, a slow and steady approach, which would cost \$50,016, to be spread out over three years and a second proposal for a faster approach, over the same three-year period, in the amount of \$71,592. Mr. McKelvey pointed out that Year 1 was not a full year. Mr. Amrhein confirmed that it was not for an entire year, as it was scheduled for certain months, but that could change, depending on the results. Mr. McKelvey questioned why the price goes down

in the third year versus the first and second years. Mr. Amrhein explained that it was due to the allocation, as they were putting in a great deal of the product in this year, which must be paid for within this year, versus next year, when the payment was spread out, but they could have it payable in one visit. Mr. McKelvey further pointed out that Year 1 was from August to December and Years 2 and 3 did not have a timeframe, but if Year 1 ended in December, Year 2 should start in January, but they were not consistent with their budget years. Mr. David Beasley of Solitude explained that the proposal should be aligned to the District's FY. Regarding why one-year costs more than the other, TryMarine enabled all the bacteria and organisms in the lake to decompose the organics, like a compost pile, as the bottom of lakes did not have enough oxygen. Even the bottom of aeration, did not provide enough oxygen to decompose all the muck. The bottom of diffused aeration would help a lake stay healthier, aesthetically pleasing and provide a better ecosystem, but it did not dredge the lake. However, if they used TryMarine, it would resolve the chemical oxygen demand, allowing for all the organic component of the muck, to break down.

Mr. Zimbardi asked if the product was liquid or pellets. Mr. Beasley indicated that it was a liquid that was applied every one to two weeks, during the growing season. There would be a layer over the entire surface or mixed throughout the entire water. The reason why the application schedule was unique, was that they wanted the product to be in the water during the hottest six months of the year, but if the Board wanted faster decomposition of the muck, it could be applied year-round. Once they get the ecosystem thriving and the lake looks healthy, they could slowly draw out over time, within the first 18 months. However, it was more favorable for the lake and for the budget, to gradually do it over time. Mr. Reed questioned the effect on littoral plantings. Mr. Beasley confirmed that it would have no effect, as they were not stripping all the organics out of the system. Ms. Nelson asked if the pricing was for one pond. Mr. Beasley confirmed that it was for one pond, noting that every management tool that they used to manage the lakes, slowed down the aging process of the lake, but not reverse it. If the Board decided to dredge a pond, once they tested the sediment and figured out how much organic matter it had, it would typically remove between 12 and 18 inches of material within the first three years. TryMarine would be one-fifth the cost to dredge the pond.

Looking at the proposal, Mr. McKelvey felt that it was a great deal of money to use TryMarine on a small pond and wanted to focus on aeration. Ms. Nelson pointed out that all the

ponds were aging and they needed a plan to handle them. Mr. Blanco felt that the Board could consider TryMarine as a secondary option to dredging but understood that the Board wanted to focus on aeration and would come back to the Board with a solar powered option. Ms. Adams pointed out that the District Engineer was an expert on stormwater systems and could provide feedback on the most lasting value for long-term maintenance of the stormwater system. Ms. Nelson wanted to have a 20-year plan. Mr. Amrhein indicated that TryMarine was expensive, but in Years 3 and 4, they would have to put in less product into the pond. It was the most effective way to get to a natural healthy pond. Ms. Nelson requested an example of where this product was used. Mr. Amrhein would provide one.

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

Mr. Lazarovich had no updates for the Board.

B. Engineer**i. Presentation on Poinciana CDD Stormwater System**

Ms. Adams asked if the Board wanted to hear the presentation by the District Engineer on the stormwater system. Ms. Nelson preferred to defer this matter to the next meeting, since the people that were supposed to hear this presentation, reviewed a prior presentation. Mr. Reed agreed. Ms. Leo had nothing further to report to the Board, but regarding what was presented today, none of it was urgent.

C. District Manager

Ms. Adams reported that District Counsel prepared the final form of License and Maintenance Agreement with the Homeowners Association (HOA), for improvements that would be maintained by the HOA and was informed that the HOA unanimously approved the agreement. After that, she received an email from Mr. Warren who hand delivered the executed agreement today. Ms. Adams indicated that Mr. Cameron put a lot of work into this and effort in communicating with the HOA Board. The document would get fully executed and circulated.

i. Action Items List

Ms. Adams presented the Action Items List, which was included in the agenda package. Several items were discussed. Many items were on the list for monitoring purposes. Mr.

Cameron asked if there was any comment from the District Engineer on the Marigold widening Project. Ms. Leo reported that she had email communication with Polk County. They were still not ready to go to construction, as their design was still not 100% and were in permitting. She encouraged them to come to a meeting, but they were not ready yet and requested that this item remain on the Action Items List, believing that in another three months, they would be ready to make a presentation. Mr. Cameron wanted them to come at some point. Ms. Leo checked with the county budget, and this project was not yet funded.

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

Ms. Adams reported that the HOA improvements on CDD parcels, was now completed and would be removed from the Action Items List and would add the recent landscape maintenance meeting, between the golf course, developer, amenity maintenance, CDD and HOA, for tracking purposes. Ms. Leo reported that there was an update to the Central Florida Expressway Poinciana Parkway Project, as there was a request to perform a survey on the property, which was reviewed by District Counsel, as part of their development of baseline information for future plans. There was no issue with the access request, as it did not affect CDD property, but one of the parcels that they were looking at future stormwater, was not one of the CDD stormwater parcels. It was a wetland parcel, but that would get worked out through the design, when they realize the wetland would require mitigation, but they were getting some requests. Ms. Adams confirmed that they were starting to do some field work and surveying and would update the pond water quality with future information or what would be reviewed at the next meeting, as it was an ongoing item.

ii. Approval of Check Register

Ms. Adams presented the Check Register for May 10, 2025, through July 6, 2025, totaling \$187,600.13, which was included in the agenda package, along with the detailed invoices and Check Run Summary. There were checks from the General Fund and a transfer from the Money Market account to the Truist account. Payroll was also processed.

On MOTION by Ms. Nelson seconded by Mr. Zimbardi with all in favor the May 10, 2025, through July 6, 2025, in the amount of \$187,600.13 was approved.

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through May 31, 2025, which was included in the agenda package. The District was not quite fully collected on assessments through the end of May and this is being monitored. There was nothing to bring to the Board's attention and no Board action was required.

iv. Presentation of Registered Voters – 5,333

Ms. Adams stated that the District was required to present annually, on the record, the number of registered voters. A letter was provided by the Polk County Supervisor of Elections office, confirming as of April 15, 2025, there were 5,333 registered voters within the Poinciana CDD. No Board action was required, as it was for informational purposes.

v. Approval of Fiscal Year 2026 Meeting Schedule

Ms. Adams presented the Fiscal Year 2026 meeting schedule, which was consistent with the prior year's meeting schedule, with meetings on the third Wednesday of each month at 12:00 p.m. in the Gator Room, starting on October 15th and ending on September 16, 2026.

On MOTION by Mr. Zimbardi seconded by Mr. Reed with all in favor the Fiscal Year 2026 meeting schedule as presented was approved.

vi. District Goals and Objectives**a. Presentation of Fiscal Year 2025 Authorizing Chair to Execute**

Ms. Adams presented a Memorandum, which was included in the agenda package and was presented last year, when a new Florida Law was implemented, requiring Florida Special Districts to adopt annual goals and objectives by October 1st, for community communication and engagement, infrastructure and facilities maintenance and financial transparency and accountability. The report was required to be finalized at the end of the FY and filed on the District's website by December 1, 2025. This was an interim report, to state that the District was on track to meet their goals and objectives and requested that the Board authorize the Chair to execute the final form of the report. Mr. Reed questioned what the final form constituted other than the signature. Ms. Adams indicated there was a box that was checked yes or no, regarding

whether the goal was met. This box would be checked off after the end of the FY and presented to the Chairman for signature. Mr. Reed had no objection.

On MOTION by Mr. McKelvey seconded by Ms. Nelson with all in favor authorizing the Chairman to execute the final report of the 2025 goals was approved.

b. Adoption of Fiscal Year 2026 Goals & Objectives

Ms. Adams presented the goals and objectives for FY 2026, which were included in the agenda. These were the same goals and objectives that were previously approved. The District was required to adopt the goals and objectives by October 1st and to file a report the following year, by December 1st, on the District's website. The District was meeting all those requirements.

On MOTION by Mr. Reed seconded by Ms. Nelson with all in favor adopting the Fiscal Year 2026 goals and objectives as amended was approved.

D. Field Manager's Report

Mr. Blanco presented the Field Manager's Report, which was included in the agenda package. Field staff continued to review the landscaping throughout the District. Reviewed landscaping remained in satisfactory standards, with clean and tidy pond tracts, pond banks at appropriate height levels and edge grasses contained and string trimmed, when over 1½ feet in height. The landscaping vendor completed installation of plantings and mulch on the CDD owned portion of Via Monte Napoleone Drive, which was discussed at a prior meeting. The area continues to be reviewed along with the CDD owned common area tracts to the sides of the cart path. CDD common area tracts (along right side of B1, entrance to the Venezia cart path and buffer tract bordering a conservation area on Umbria Dr.), have been reviewed and coordinated with the landscaping vendor. During field review, a downed tree was found on the CDD owned area by PC-2. The vendor was advised to remove and dispose of it. Field staff was made aware of a corner portion of the pond tract on Da Vinci Pass, that had deep ruts. The landscaping vendor was scheduled and completed installation. Field staff was present for a landscaping meeting between the HOA, Taylor Morrison, the golf course, and their vendors, to discuss unmaintained areas throughout the District. Field staff took notes with some areas previously

addressed, such as buffer areas on the Venezia cart path and Umbria, the buffer area on Vineyard and middle areas in the chain of ponds on Grand Canal Dr. Notes were provided on a Word document that was sent to the Board for review. A mailbox kiosk on a CDD tract, was discussed, as well as the possibility of having an access fence on E-21. The golf course wanted to maintain a golf green on E-18 and a small common area outside of the perimeter wall, that the CDD owned on Walnut Street and discuss the possibility of conveying C-1 to the golf course.

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

Mr. Blanco presented the Pond Maintenance Report, which was included in the agenda package. Field staff conducted aquatic maintenance reviews. Several of the ponds were experiencing algae blooms, such as PA-9 through 11 on Grand Canal Drive. Spray treatments were scheduled, and he received confirmation during the week, that the vendor planned to perform a boat treatment this week, weather permitting. If not, it would be pushed to the following week. Field staff completed the stocking of the freshwater clams on PC-2 and P-16 and were monitoring them. PC-2 had better results than P-16, although today, P-16 seemed much better. The E-3 littorals have been thriving in the Summer season, with thickening of the duck potatoes, pickerelweed, and spike rush and flower ends blooming with the weeds in between spraying. Banks remain stable, but staff was made aware that the vendor was mowing all the way to the banks and advised them to stop. Mr. Blanco presented the Midge Management Report and Customer Complaint Log, which were included in the agenda package. Residents were complaining about midges on B-15 and staff was monitoring it and considering whether fish stocking was necessary. Ms. Nelson questioned whether it was discussed who was maintaining what, at the meeting with the golf course. Mr. Blanco spoke with Nate outside of the meeting about who string trimmed the banks, particularly the golf course side, close to the CDD side. In the past, there may have been a handshake agreement, that the golf course would maintain their side and vice versa, but they were struggling to maintain it. Ms. Nelson hoped that they resolved it. Mr. Reed pointed out that a couple of weeks ago, they were cutting the grass, but could not get under several trees, so they went around them, never coming back to cut them. Mr. Blanco would take a picture and send it to Floralawn.

Mr. Reed noted that there were several projects and requested that staff report on them periodically, as their highest expenses was midge and algae control. In addition, he wanted to know the chemistry of the ponds, as they should know the depth of the pond and their return on investment on the aerators, suggesting that they hire a consultant to understand all their issues and problems and come up with a recommendation and plan. Without knowing the depth of a pond, designs did not count. He did not want a technician treating the system, without an engineering overview of what they needed and why, because there was never going to be a solar panel big enough to deal with the aeration on the pond. Mr. Reed wanted to ensure that the Board had no intention of putting aerators in all their ponds, as it was not practical nor financially feasible. In addition, they needed to perform a water chemistry analysis and questioned the expectation, whether it was to aerate 100 or so ponds. Mr. McKelvey did not think 100 ponds needed aeration, but Pond B-5 was a good test case, as it was the pond in the worst condition in Solivita, at the entrance, which many people see. He provided a video last month, explaining all the different aeration systems and what they do. The goal was to break down the nutrients in nutrient loaded ponds. Mr. Reed pointed out that there were specific chemicals that they could add, to eat up the muck at the bottom and questioned the objective, as aeration was not the sole solution and was willing to try clams. Mr. McKelvey felt that they could use the experience of other communities that used this type of aeration system, such as Celebration and use their data. Mr. Reed had no problem doing this but wanted to know where they were headed and the expected outcome. Mr. McKelvey pointed out that lowering the nutrient level would help with the midges, mosquitoes and algae. Mr. Reed wanted to have a plan that integrated all the different options.

iv. Consideration of Proposal for Bella Viana Tunnel Striping

Mr. Blanco presented a proposal from All Asphalt Services for the Bella Viana Tunnel striping in the amount of \$950, which was included in the agenda package and was requested several months ago by Mr. Cameron. The closure of the tunnel would be coordinated with the pressure washing vendor. It was Florida Department of Transportation (FDOT) approved paint and would last 10 years. Ms. Leo asked if it was thermoplastic paint. Mr. Blanco explained that because it was concrete and under the water table, they did not recommend it. Mr. McKelvey questioned why the proposal said, *“Yellow line on concrete sidewalk through tunnel.”* Mr.

Blanco did not know but informed them that it was a concrete and not asphalt flooring on a golf cart path.

On MOTION by Mr. McKelvey seconded by Ms. Nelson with all in favor the proposal for the Bella Viana tunnel striping in the amount of \$950 was approved.

Ms. Adams presented GMS proposals that were provided to the Board this afternoon. The stormwater maintenance work was parsed out and based on the annual engineer's inspection of the stormwater system. The Engineer examined the entire system and documented any issues. As a result of any maintenance issues that were identified, the proposals have been generated and were separated into two proposals: One that can be performed now and then one that needed to wait for the water to recede and take place during the dry season. The first proposal was #405, which correlated with items in the Engineer's Report, for labor, mobilization and equipment in the amount of \$2,322.05 and could be done now. Proposal #406 was for a dump trailer and additional riprap in the amount of \$3,515.45. Mr. McKelvey asked if they were only going to do this work during the dry season or during the Winter. Mr. Blanco explained that the mitered end sections in both ponds, were under water and therefore, recommended performing this work during the dry season, when they were the most exposed. Ms. Adams clarified that this was only for #406, as the work for #405, could be completed now. Ms. Nelson asked if these items were budgeted. Ms. Adams confirmed that there was a budget for stormwater maintenance. Since this item was not listed on the agenda, Ms. Adams opened the floor for audience comments. There being no comments, Ms. Adams closed the floor to audience comments. Mr. Reed asked if this work would be performed by GMS. Mr. Blanco replied affirmatively. Ms. Leo confirmed that the proposals were fair and reasonable. At the request of Mr. Reed, Ms. Adams would include this item on the Action Items List for tracking purposes.

On MOTION by Mr. McKelvey seconded by Mr. Zimbardi with all in favor the GMS proposals for stormwater system maintenance, #405 in the amount of \$2,322.05 and #406 were approved.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS**General Audience Comments**

Mr. Jim Jeffries of 346 New River Drive, questioned the plan for midges on Pond B-16, as his bug zapper after two days, was coated with them. Mr. Blanco indicated, as stated in his Field Manager's Report, he was reviewing Pond B-16, noted more midge activity and offered to obtain a proposal for Gambusia fish and grass shrimp. In the meantime, Clark was treating the pond on Fridays. Mr. Reed asked if they maxed out on the number of treatments. Mr. Blanco would check with Ms. Cherrief Jackson of Clarke Midge Control. Mr. McKelvey believed that they were doing water treatments, because spraying was not working. Ms. Rose Kerr of 389 Sorrento Road questioned whether the people that lived on that pond did not care. Mr. McKelvey confirmed that they complained, which was why they were looking at that pond. Ms. Sharon Burns of 328 Sorrento Road, thanked staff for taking care of the overgrowth on Pond E-21.

FOURTEENTH ORDER OF BUSINESS**Next Meeting Date – August 20, 2025,
12:00 P.M.; The Gator Room**

Ms. Adams stated that the next meeting was scheduled for August 20, 2025, at 12:00 p.m. at this location.

FIFTEENTH ORDER OF BUSINESS**Adjournment**

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V



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

May 14, 2025

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

RE: PCDD 2025-26 Contract

Dear PCDD Board Members,

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

In response to the increase in costs of the resources needed to provide service to the community, Clarke is requesting that the current contract be renewed for an additional year with a fee adjustment of 3%. This adjustment brings the current monthly service cost from \$14,702.26 to \$15,143.33, an increase of \$441.07 monthly, totaling an annual increase of \$5,292.82. Therefore, the yearly cost of \$176,427.16 increases to \$181,719.98.

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

Sincerely,


Cherrie Jackson
Control Consultant



Clarke Environmental Mosquito Management, Inc.

2025-26 Midge Service Agreement | Poinciana Community

Development District, 219 East Livingston Street, Orlando, FL 32801

Part I. General Service

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

Part II. Larval Midge Control

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

Part III. Adult Midge Control

- A. Adulticiding in mosquito harborage areas:
 - 1. At least forty (40) scheduled truck and ATV Ultra Low Volume (ULV) treatments of up to 12 miles of shoreline areas of any PCDD ponds with a synthetic pyrethroid insecticide as needed. Adulticide treatments scheduled as needed to maximize effectiveness of aquatic midge control services.
 - 2. Up to 10 miles backpack barrier treatments as needed to reduce re-infestation using a pyrethroid insecticide for residual control of adult mosquitoes.
- B. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. ULV particle size evaluation.
 - 4. Insecticide dosage and quality control analysis.

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

\$181,719.98



Clarke Environmental Mosquito Management, Inc.

2025-26 Midge Service Agreement | Poinciana Community

Development District, 219 East Livingston Street, Orlando, FL 32801

- I. **Program Payment Plan:** For Parts I, II, III as specified in the 2025-26, Professional Services Cost Outline, the total for the program is \$181,719.98. The payments will be due on according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

II.

PROGRAM PAYMENT PLAN

Month	2025-26
October	\$15,143.33
November	\$15,143.33
December	\$15,143.33
January	\$15,143.33
February	\$15,143.33
March	\$15,143.33
April	\$15,143.33
May	\$15,143.33
June	\$15,143.33
July	\$15,143.33
August	\$15,143.33
September	\$15,143.35
TOTAL	\$181,719.98

III. **Approved Contract Period and Agreement**

Please check one of the following contract periods:

☐ **2025-26 Season**

For Poinciana Community Development District:


Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

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

SECTION VI

Exhibit A- Poinciana CDD 2026 Pricing

			
Exhibit A: Poinciana CDD October 2026 Price Increases	Total FY 2025 Cost	FY 2026 Price Increase of 1.5%	Total FY 2026 Cost
Poinciana CDD	\$192,974.40	\$2,894.62	\$195,869.02

The above reflects the current 2025 total cost. The increase of 1.5% for year 2026 and the new total cost for year 2026.

_____ Contractor	_____ Date	_____ Association	_____ Date
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SECTION VII

SERVICES AGREEMENT

PROPERTY NAME: Poinciana Community Development Dist

CUSTOMER NAME: Poinciana Community Development Dist

SERVICE DESCRIPTION: **Annual Maintenance Services Renewal Agreement for the Poinciana Community Development Dist.**

EFFECTIVE DATE: November 1, 2025 through October 31, 2026

SUBMITTED TO: Clayton Smith

SUBMITTED BY: Daniel Benitez, Inside Sales Manager

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.

4. **PAYMENT.** Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse Customer for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses").

5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of twelve months(s) (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination



date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. Notwithstanding the foregoing, SOLitude reserves the right to annually increase the amount charged for the Services beyond the escalation percentage stated herein. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. TERMINATION. SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. TERMINATION FOR CAUSE. If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality



restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

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

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

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

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

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

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules").



Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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

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



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

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Poinciana Community Development Dist

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the Ponds on a one (1) time per week basis.

Monitoring:

1. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

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



Aquatic Weed Control:

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

Shoreline Weed Control:

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

Algae Control:

1. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Lake Dye:

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

Trash Removal:

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

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.



3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.

SCHEDULE B – PRICING SCHEDULE

Total Price: **\$153,864.00**

Invoice Amount: **\$12,822.00**

Invoice Frequency: **Monthly**

SECTION VIII

*Item will be
provided under
separate cover.*

SECTION IX

SECTION C

SECTION 1

Poinciana Community Development District
Action Items August 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.
03.20.2024	Pond Water Quality Improvements	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. Clams installed May 2025. Aerator Project and Try Marine proposals presented 07.16.2025. Board advised Aerator project top interest and Try Marine on backburner. Aerator project to be presented with solar option at upcoming meeting.
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. Website updates facilitated July 2025.
11.20.2024	Eminent Domain Cypress Parkway	District Counsel	In Process	BOS approved retention letter with Gray Robinson 11.20.2024.
07.16.2025	Stormwater Maintenance	Field Manager	In Process	BOS approved proposals #405 (resetting grate B6, trench, pipe restore topsoil sod C1, remove plastic pipe A6 and C14 immediate repairs) and #406 (MES repairs to be facilitated when water level is low).
07.16.2025	Finalize Proposed Fishing Policies	Vice Chair McKelvey	In Process	Comments from District Counsel to be incorporated and brought back for Board review at a future meeting.
07.16.2025	Landscape Maintenance Confirmation	Chairman Cameron and Field Mnaager	In Process	Follow up from recent HOA/Golf/CDD/Developer Meeting regarding landscape maintenance of certain tracts/areas within Solivita.

SECTION 2

Poinciana Community Development District

Summary of Check Register

July 7, 2025 to August 10, 2025

Fund	Date	Check No.'s	Amount
General Fund	Truist	7/14/25	287-289
		7/15/25	290-291
		7/22/25	292
		8/1/25	293
		8/5/25	294
			\$ 56,330.10
Money Market	7/15/25	7	\$ 100,000.00
			\$ 100,000.00
Payroll	<u>July 2025</u>		
	Anita L Nelson	ACH	\$ 184.70
	Jon R Cameron	ACH	\$ 184.70
	Anthony R Reed	ACH	\$ 84.70
	Richard B McKelvey	50227	\$ 184.70
	Robert W Zimbardi	50228	\$ 184.70
			\$ 823.50
			\$ 157,153.60

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
7/15/25	00013	7/15/25 07152025	202507 300-10100-10200	TSFR FROM MM TO CDD	*	100,000.00	
POINCIANA CDD							100,000.00 000007
TOTAL FOR BANK B						100,000.00	

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER					RUN 8/12/25		PAGE 2		
*** CHECK DATES 07/07/2025 - 08/10/2025 ***		POINCIANA - GENERAL FUND									
		BANK C GENERAL FUND									
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME		STATUS	AMOUNT	.....CHECK..... AMOUNT	#	
7/14/25	00004	7/01/25 33162	202507 320-53800-46200	LANDSCAPE MAINT JULY 25		*	16,081.20				
		FLORALAWN 2 LLC						16,081.20	000287		
7/14/25	00017	7/02/25 2221394	202506 310-51300-31100	ENGINEER SERVICES JUNE 25		*	1,687.50				
		GAI CONSULTANTS, INC						1,687.50	000288		
7/14/25	00027	6/09/25 140853	202505 310-51300-31500	GENERAL COUNSEL MAY 25		*	3,931.00				
		LATHAM LUNA EDEN & BEAUDINE						3,931.00	000289		
7/15/25	00001	7/01/25 295	202507 320-53800-12000	FIELD MANAGEMENT JULY 25		*	928.33				
		7/01/25 295	202507 310-51300-51000	STAPLER - PUBLIX		*	7.13				
		7/01/25 295	202507 310-51300-42500	UPS STORE COPIES		*	24.61				
		7/01/25 295	202507 310-51300-49000	AMEX PUBLIX		*	10.14				
		7/01/25 295	202507 310-51300-49000	AMEX AMAZON		*	22.46				
		7/01/25 295	202507 310-51300-42500	AMEX PRINTS		*	147.50				
		7/01/25 296	202507 310-51300-34000	MANAGEMENT FEES JULY 25		*	3,785.25				
		7/01/25 296	202507 310-51300-35200	WEBSITE ADMIN JULY 25		*	72.25				
		7/01/25 296	202507 310-51300-35100	INFORMATION TACH JULY 25		*	108.33				
		7/01/25 296	202507 310-51300-51000	OFFICE SUPPLIES		*	.27				
		7/01/25 296	202507 310-51300-42000	POSTAGE		*	36.87				
		GOVERNMENTAL MANAGEMENT SERVICES						5,143.14	000290		
7/15/25	00044	7/01/25 181732	202507 320-53800-47000	AQUATIC MAINT JULY 25		*	12,748.00				
		SOLITUDE LAKE MANAGEMENT						12,748.00	000291		
7/22/25	00027	7/14/25 142616	202506 310-51300-31510	CONVEYANCE JUNE 25		*	162.00				
		LATHAM LUNA EDEN & BEAUDINE						162.00	000292		
8/01/25	00017	7/28/25 2222672	202507 310-51300-31100	ENGINEER SVCS JULY 25		*	1,875.00				
		GAI CONSULTANTS, INC						1,875.00	000293		
		POIN POIN CDD						KCOSTA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/05/25	00011	7/15/25 00103738	202507 320-53800-47100	MOSQUITO MAINT JULY 25	*	14,702.26	
CLARKE ENVIRONMENTAL MOSQUITO							14,702.26 000294
TOTAL FOR BANK C						56,330.10	
TOTAL FOR REGISTER						156,330.10	

SECTION 3

Poinciana
Community Development District

Unaudited Financial Reporting
June 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
June 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	\$ 203,594	\$ -	\$ -	\$ 203,594
Operating - Truist	\$ 186,551	\$ -	\$ -	\$ 186,551
Money Market - Bank United	\$ 481,766	\$ -	\$ 212,447	\$ 694,213
<u>Investments</u>				
<u>Series 2022</u>				
Reserve	\$ -	\$ 137,363	\$ -	\$ 137,363
Revenue	\$ -	\$ 500,511	\$ -	\$ 500,511
Interest	\$ -	\$ 11	\$ -	\$ 11
Principal	\$ -	\$ 122	\$ -	\$ 122
Prepayment	\$ -	\$ 3,919	\$ -	\$ 3,919
Due from General Fund	\$ -	\$ 19,837	\$ -	\$ 19,837
Total Assets	\$ 871,911	\$ 661,762	\$ 212,447	\$ 1,746,121
Liabilities:				
Accounts Payable	\$ 6,287	\$ -	\$ -	\$ 6,287
Due to Debt Service	\$ 19,837	\$ -	\$ -	\$ 19,837
Total Liabilities	\$ 26,123	\$ -	\$ -	\$ 26,123
Fund Balance:				
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 212,447	\$ 212,447
Restricted for:				
Debt Service	\$ -	\$ 661,762	\$ -	\$ 661,762
Unassigned	\$ 845,788	\$ -	\$ -	\$ 845,788
Total Fund Balances	\$ 845,788	\$ 661,762	\$ 212,447	\$ 1,719,997
Total Liabilities & Fund Balance	\$ 871,911	\$ 661,762	\$ 212,447	\$ 1,746,121

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/25	Thru 06/30/25	Variance
<u>Revenues:</u>				
Assessments - Tax Roll	\$ 886,925	\$ 886,925	\$ 902,033	\$ 15,108
Interest	\$ 2,373	\$ 2,373	\$ 10,967	\$ 8,594
Total Revenues	\$ 889,298	\$ 889,298	\$ 913,000	\$ 23,702
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 12,000	\$ 9,000	\$ 6,600	\$ 2,400
FICA Expense	\$ 918	\$ 689	\$ 505	\$ 184
Engineering	\$ 20,000	\$ 15,000	\$ 17,785	\$ (2,785)
Attorney	\$ 30,000	\$ 22,500	\$ 25,776	\$ (3,276)
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	\$ 34,067	\$ 34,067	\$ -
Information Technology	\$ 1,300	\$ 975	\$ 975	\$ 0
Website Maintenance	\$ 867	\$ 650	\$ 650	\$ -
Telephone	\$ 100	\$ 75	\$ -	\$ 75
Postage	\$ 2,600	\$ 1,950	\$ 1,394	\$ 556
Printing & Binding	\$ 500	\$ 375	\$ 17	\$ 359
Insurance	\$ 7,981	\$ 7,981	\$ 7,763	\$ 218
Legal Advertising	\$ 5,500	\$ 4,125	\$ 873	\$ 3,252
Other Current Charges	\$ 2,400	\$ 1,800	\$ 789	\$ 1,011
Office Supplies	\$ 400	\$ 300	\$ 74	\$ 226
Property Appraiser	\$ 7,000	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 150,564	\$ 112,612	\$ 110,393	\$ 2,219

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/25	Thru 06/30/25	Variance
<u>Operations & Maintenance</u>				
Field Services	\$ 11,140	\$ 8,355	\$ 8,355	\$ -
Property Insurance	\$ 21,500	\$ 21,500	\$ 22,169	\$ (669)
Electric	\$ 2,544	\$ 1,908	\$ 972	\$ 936
Landscape Maintenance	\$ 220,544	\$ 165,408	\$ 144,731	\$ 20,677
Landscape Improvement Areas Contingency	\$ 18,500	\$ 13,875	\$ 2,095	\$ 11,780
Aquatic Control Maintenance	\$ 159,828	\$ 119,871	\$ 114,732	\$ 5,139
Aquatic Midge Management	\$ 194,062	\$ 145,547	\$ 132,320	\$ 13,226
R&M - Plant Replacement	\$ 7,000	\$ 5,250	\$ -	\$ 5,250
Storm Structure Repairs	\$ 41,616	\$ 31,212	\$ -	\$ 31,212
Contingency	\$ 12,000	\$ 12,000	\$ 79,455	\$ (67,455)
Total Operations & Maintenance:	\$ 688,734	\$ 524,926	\$ 504,830	\$ 20,096
<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	\$ 687,538	\$ 665,223	\$ 22,315
Net Change in Fund Balance	\$ -		\$ 247,777	
Fund Balance - Beginning	\$ -		\$ 598,010	
Fund Balance - Ending	\$ -		\$ 845,788	

Poinciana

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/25	Thru 06/30/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 1,279,197	\$ 1,279,197	\$ 1,301,545	\$ 22,347
Assessments - Prepayments	\$ -	\$ -	\$ 3,871	\$ 3,871
Interest	\$ 15,000	\$ 15,000	\$ 30,408	\$ 15,408
Total Revenues	\$ 1,294,197	\$ 1,294,197	\$ 1,335,824	\$ 41,626
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	\$ 1,101,000	\$ 1,101,000	\$ -
Interest - 5/1	\$ 97,211	\$ 97,211	\$ 96,990	\$ 221
Total Expenditures	\$ 1,309,176	\$ 1,295,421	\$ 1,300,041	\$ (4,620)
Excess (Deficiency) of Revenues over Expenditures	\$ (14,979)		\$ 35,782	
Net Change in Fund Balance	\$ (14,979)		\$ 35,782	
Fund Balance - Beginning	\$ 478,956		\$ 625,980	
Fund Balance - Ending	\$ 463,977		\$ 661,762	

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/25	Thru 06/30/25	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 5,402	\$ 5,402
Total Revenues	\$ -	\$ -	\$ 5,402	\$ 5,402
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 5,402	
<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		\$ 55,402	
Fund Balance - Beginning	\$ 150,440		\$ 157,045	
Fund Balance - Ending	\$ 200,440		\$ 212,447	

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	\$ 3,949	\$ 8,924	\$ -	\$ -	\$ -	902,033
Interest	\$ 1,597	\$ 953	\$ 723	\$ 421	\$ 382	\$ 676	\$ 2,385	\$ 2,209	\$ 1,622	\$ -	\$ -	\$ -	10,967
Total Revenues	\$ 1,597	\$ 234,963	\$ 553,623	\$ 33,293	\$ 31,799	\$ 12,876	\$ 28,146	\$ 6,158	\$ 10,546	\$ -	\$ -	\$ -	913,000
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 1,600	\$ -	\$ 2,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	6,600
FICA Expense	\$ 77	\$ 77	\$ -	\$ -	\$ 122	\$ -	\$ 153	\$ 77	\$ -	\$ -	\$ -	\$ -	505
Engineering	\$ 1,440	\$ 533	\$ 2,400	\$ 1,683	\$ 885	\$ 2,875	\$ 1,751	\$ 4,531	\$ 1,688	\$ -	\$ -	\$ -	17,785
Attorney	\$ 2,591	\$ 5,005	\$ 793	\$ 3,867	\$ 3,334	\$ 2,782	\$ 3,310	\$ 3,931	\$ 162	\$ -	\$ -	\$ -	25,776
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	\$ 3,785	\$ 3,785	\$ -	\$ -	\$ -	34,067
Information Technology	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ -	\$ -	\$ -	975
Website Maintenance	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ -	\$ -	\$ -	650
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage	\$ 114	\$ 2	\$ 30	\$ 374	\$ 133	\$ 363	\$ 69	\$ 121	\$ 190	\$ -	\$ -	\$ -	1,394
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	\$ 109	\$ 113	\$ -	\$ -	\$ -	789
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 73	\$ 0	\$ -	\$ -	\$ -	74
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative:	\$ 22,508	\$ 11,010	\$ 7,547	\$ 10,244	\$ 13,802	\$ 10,051	\$ 15,307	\$ 13,807	\$ 6,118	\$ -	\$ -	\$ -	110,393

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	\$ 928	\$ 928	\$ -	\$ -	\$ -	8,355
Property Insurance	\$ 22,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	22,169
Electric	\$ 81	\$ 88	\$ 170	\$ 104	\$ -	\$ 208	\$ 104	\$ 105	\$ 110	\$ -	\$ -	\$ -	972
Landscape Maintenance	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ -	\$ -	\$ -	144,731
Landscape Improvement Areas Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,095	\$ -	\$ -	\$ -	2,095
Aquatic Control Maintenance	\$ 12,748	\$ 12,748	\$ 12,748	\$ 12,748	\$ 12,748	\$ 12,748	\$ 12,748	\$ 12,748	\$ 12,748	\$ -	\$ -	\$ -	114,732
Aquatic Midge Management	\$ 14,702	\$ 14,702	\$ 14,702	\$ 14,702	\$ 14,702	\$ 14,702	\$ 14,702	\$ 14,702	\$ 14,702	\$ -	\$ -	\$ -	132,320
R&M - Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Storm Structure Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ 59,600	\$ 13,500	\$ 650	\$ 1,271	\$ 1,002	\$ -	\$ -	\$ 3,433	\$ -	\$ -	\$ -	\$ -	79,455
Total Operations & Maintenance:	\$ 126,310	\$ 58,048	\$ 45,280	\$ 45,835	\$ 45,462	\$ 44,668	\$ 44,564	\$ 47,997	\$ 46,665	\$ -	\$ -	\$ -	504,830
<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	\$ 61,804	\$ 52,783	\$ -	\$ -	\$ -	665,223
Net Change in Fund Balance	\$ (197,221)	\$ 165,905	\$ 500,796	\$ (22,787)	\$ (27,464)	\$ (41,843)	\$ (31,725)	\$ (55,646)	\$ (42,238)	\$ -	\$ -	\$ -	247,777

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	\$ -	\$ -	\$ -	\$ 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)	\$ -	\$ 30,152.85	\$ 30,152.85
3/7/25	02/01-02/28/25	\$ 12,566.64	\$ (117.59)	\$ (248.99)	\$ -	\$ 12,200.06	\$ 12,200.06
4/11/25	03/01-03/31/25	\$ 26,170.59	\$ (2.45)	\$ (523.36)	\$ -	\$ 25,644.78	\$ 25,644.78
4/30/25	01/01-03/31/25	\$ -	\$ -	\$ -	\$ 116.45	\$ 116.45	\$ 116.45
5/9/25	04/01-04/30/25	\$ 4,029.22	\$ -	\$ (80.59)	\$ -	\$ 3,948.63	\$ 3,948.63
6/13/25	05/01-05/31/25	\$ 3,592.74	\$ -	\$ (71.86)	\$ -	\$ 3,520.88	\$ 3,520.88
6/20/25	6/2/25	\$ 5,513.02	\$ -	\$ (110.26)	\$ -	\$ 5,402.76	\$ 5,402.76
Total Collected		\$ 954,816.97	\$ (35,784.06)	\$ (18,380.69)	\$ 1,380.72	\$ 902,032.94	\$ 902,032.94
Percentage Collected							102%

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	\$ -	\$ -	\$ -	\$ 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	\$ -	\$ -	\$ -	\$ 167.99	\$ 167.99	\$ 167.99
5/9/25	04/01-04/30/25	\$ 6,156.66	\$ -	\$ (123.13)	\$ -	\$ 6,033.53	\$ 6,033.53
6/13/25	05/01-05/31/25	\$ 5,489.73	\$ -	\$ (109.79)	\$ -	\$ 5,379.94	\$ 5,379.94
6/20/25	6/2/25	\$ 8,423.98	\$ -	\$ (168.48)	\$ -	\$ 8,255.50	\$ 8,255.50
Total Collected		\$ 1,377,598.63	\$ (51,524.59)	\$ (26,521.46)	\$ 1,991.93	\$ 1,301,544.51	\$ 1,301,544.51
Percentage Collected							102%

SECTION D

*Item will be
provided under
separate cover.*

SECTION 1

*Item will be
provided under
separate cover.*

SECTION 2

*Item will be
provided under
separate cover.*

SECTION 3

*Item will be
provided under
separate cover.*