### Poinciana Community Development District

Agenda Package

October 15, 2025

### **A**GENDA

### Poinciana

### Community Development District

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October 8, 2025

Board of Supervisors Poinciana Community Development District

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet Wednesday, October 15, 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 September 17, 2025 Board of Supervisors Meeting
- 5. Consideration of Proposal to Share Cost with Solivita Association for Apian Place Gate Near Pond E21
  - A. Consideration of Easement Agreement with Solivita Association for Apian Place Near Pond E21
- 6. Consideration of Addendum to Agreement with Clarke for Addition of Pond B16 to Larvicide Program
- 7. Review of Proposed Fishing Policies
  - A. Review of Solivita Fishing Club Feedback
- 8. Consideration of License and Maintenance Agreement Between Poinciana CDD and Avatar Properties, Inc.
- 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
- iv. Consideration of Floralawn Proposals
  - a. Bella Viana Gate Area Maintenance
  - b. Backside of Pond E21 Maintenance
- v. Discussion Regarding Midge Management Program
- 10. Supervisor's Requests
  - A. Discussion Regarding Accounting Questions
- 11. Other Business
- 12. General Audience Comments
- 13. Next Meeting Date- November 19, 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, **September 17, 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 CameronChairmanRick McKelveyVice ChairmanTony ReedAssistant SecretaryAnita NelsonAssistant SecretaryRobert ZimbardiAssistant Secretary

#### Also present were:

Tricia Adams

Jay Lazarovich

Kathleen Leo

Joel Blanco

Stephen Amrhein by Zoom

Alan Wilson by Zoom

District Counsel

District Engineer

Field Services

SOLitude

SOLitude

Cherrief Jackson Clarke Midge Control

Residents

The following is a summary of the discussions and actions taken at the September 17, 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 12:03 p.m. All Supervisors were present.

#### SECOND ORDER OF BUSNESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

#### • Chairman's Comments (Added)

Mr. Cameron apologized for the lateness in the meeting, as the Poinciana West CDD meeting ran late and reminded everyone that each member of the Poinciana CDD, were homeowners and they take their responsibility as stewards of the stormwater system, seriously. Homeowners could be the Board's eyes and ears, in helping to identify issues of concern, because unlike the HOA, there were no full-time employees onsite daily, but request that they bring issues to the Board in a civil and respectful manner. Unfortunately, at the August meeting, a homeowner made comments that were inappropriate and out of line, to get a humorous response from the audience, but it evolved into a cheap personal attack on an employee. As Chairman, it was his responsibility to intervene, but he failed to do so in a timely manner and apologized to the Board, residents that were in attendance and the employee who was unjustly attacked. This Board would not allow that behavior to occur and in the future, they would stop anyone who could not address this Board in a respectful and civil manner. Regarding the Fishing Policy, in accordance with Florida Statutes, the developer of Solivita, created two CDDs, to be able to pass off the cost of the development and ongoing maintenance and operations of the pond stormwater system and two tunnels, to future homeowners of Solivita. Since the ponds were part of the overall protected wetlands, they must adhere to permits issued by the South Florida Water Management District (SFWMD) and follow all regulations of the Florida Department of Environmental Protection (FDEP) and Federal regulations. The ponds in Solivita were not developed for and have never been recreational ponds. They were for storm flood protection. The ponds have never allowed fishing and the permits do not specifically authorize fishing.

Mr. Cameron recalled that years ago the CDD approved a policy, based on the permits that prohibit the fishing. The fact that developer sold waterfront lots at a premium and advertised fishing, was only exacerbated by a last-minute change that they made in the governing document, right before turnover to the homeowners. They changed the documents to allow fishing in all ponds in Solivita, even though they didn't have the legal ability to do so. The Board was trying to work around the permits and regulations, while at the same time provide some guidelines for everyone to follow. Contrary to what was recently on Nextdoor, the Board was not trying to ban fishing in Solivita but simply trying to find a way to allow fishing in areas that were easily accessible to people without encroaching on the adjacent homeowners. Mr. McKelvey on behalf of this Board, has been working with the Solivita Fishing Club, to come up with a

framework for the Board to review and consider, which he appreciated, as well as members of the club. The Board was not interested in rushing into a decision and wanted to get it right, for the overall benefit of those interested in fishing, while at the same time protecting the privacy of adjacent homeowners. There were also Nextdoor comments that any policy that the Board adopted, had no enforcement mechanism, which was true, but adherence to any policy or law, was incumbent on everyone to respect and follow a policy by everyone who was impacted by these policies. Lastly, the Board was here to listen to those who had comments and observations regarding the CDD, specifically on agenda including the draft Fishing Policy. Furthermore, as all homeowners were looking for positive solutions, the Board would not tolerate yelling, arguing, name calling or any other appropriate inappropriate behavior. If that occurred, Mr. Cameron would immediately call a five-minute recess of the meeting and was willing to call as many recesses as necessary, to maintain decorum and respectful dialogue. He did not anticipate that happening, but this was in light of what occurred last month, as they were all here to work together.

#### THIRD ORDER OF BUSINESS

#### **Public Comment Period on Agenda Items**

Ms. Adams opened the Public Comment Period. The following residents addressed the Board:

- Mr. Jim Jeffries of 346 New River Drive recalled that he was before the Board at several meetings, discussing midges on Pond B-16 and at the last meeting, the Board instructed the vendor that controlled the midges, to provide an estimate to add B-16 to the midge control. Ms. Adams indicated that midge treatments would be discussed under the Field Manager's Report.
- Mr. Harold Barrett of 245 Grand Canal Drive reported that the pond behind his house, A-9, had muck from the bank to 30 feet out and was all around the pond.

  Mr. Cameron requested that Mr. Blanco address that during the Field Manager's Report.
- Mr. Jim Clogh of 236 Bay Drive and President of the Solivita Fishing Club provided a handout to the Board on guidelines that they follow regarding fishing in the ponds. One of the guidelines had to do was fishing behind residents' homes. If they were confronted by an owner who did not want fishing behind their house,

the members of the club would quietly move on and not confront that homeowner. However, this only happened once or twice per year. As an alternative to the policy, Mr. Clogh requested that the guidelines be considered. As the Board liaison, Mr. McKelvey would work with the Fishing Club. If such a policy was adopted, the Fishing Club offered to train people from outside of the club and encourage them to join. Mr. Cameron confirmed that the Board was not in a hurry to adopt a policy, as they wanted to get it right.

- Mr. Mike Schouten of 939 Glendora Road South and the Vice President of the Fishing Club reported that one of his duties was to fish for trash. Ms. Nelson appreciated it. Mr. Schouten indicated that last year, they fished over 600 pounds of trash out of the ponds. There were non-residents fishing, which turned out to be employees of the golf course. Three ambassadors teach excellent fishing guidelines. Mr. McKelvey noted confusion over the policy but felt that the Fishing Club did a good job of educating their members, which they hoped to expand to the general public.
- Mr. Ted Hamlin of 381 Lake Butler Drive moved into the community in January of 2024, as his in-laws lived in the community and noticed that fishing was allowed on the ponds. If he could not fish, he would not live there. If they did not have the fish for trash program, he questioned who would clean the ponds and the cost for doing so.
- Mr. Bob Thut of 943 Umbria Drive lived in the community for two years and loved to fish. He fished on quite a few of the ponds and never had any resident express a concern about fishing behind their home. As an engineer for 45 years in a manufacturing facility, he had to make many decisions that were based on facts and would like to better understand the number of complaints in the last two years and what the complaints were about.
- Mr. Robert Bugelski of 1066 Harbor Ridge Drive provided the Declaration to Solivita Ponds, to the Board, which was on the HOA website and noted that the Board may change the rules and residents and guests were allowed to fish on waterways, without any mention of rules of where fishing was or was not allowed. To change the rules, there must be a 66% vote of residents, as the

developer of Solivita granted easements for the CDDs to control and provide stormwater protection within Solivita. It also granted the rights for residents to fish in waterways, which included ponds. It was unfortunate that some of the residents who purchased property adjacent to ponds, did not inquire about the rights of fishing. Furthermore, it was discussed if a resident did not want someone to fish behind their home, they would need to call security.

Mr. McKelvey clarified that the declarations were changed in December. Ms. Nelson recalled that they did this without consulting the CDDs. Mr. McKelvey indicated that he did not email pictures of fishermen that were behind people's houses, but some of the houses come close to the pond and the fishermen were 15 feet from their lanai. The residents in that case, felt that they lost privacy, which was an issue. They should have a way to enforce it, without the fisherman getting angry at them. Ms. Nelson received an email about a resident that confronted someone fishing behind their home and they got agitated with her. She called security and was told that they were allowed to fish, according to the HOA policy. Mr. Bugelski felt that fishing etiquette would help. Mr. Cameron pointed out that it was not good to make policy based on anecdotal situations; however, he also received some phone calls about it and felt that people had privacy rights behind their home. One woman who was home alone, was spooked after seeing someone fishing behind her home and the Board had an obligation to look at that situation. Mr. McKelvey did not want someone's privacy to be violated and felt that they should take this into account. However, there were 20 ponds that had no houses around them and spoke with the Fishing Club about encouraging fishing on some of those ponds.

Ms. Sunshine Croce of 1930 Molise Drive had a problem with several people coming into her backyard and fishing. She asked them not to fish, but they continued to do so. She recently called security, because of kids in her backyard fishing and requested that consideration be given to people that have homes and wanted to sit on their lanai. They were also driving golf carts across her lawn, which she had a video of. She was in favor of people fishing, but not behind her home. Mr. Cameron encouraged Ms. Croce to stay for the presentation of the stormwater system.

- Mr. Jim Clogh of 236 Bay Drive clarified that in the policy, if a resident preferred to not have someone fish behind their home, the fisherman should respect the homeowner and move on.
- Mr. Joe Bodziony of 729 Glendora Road felt like they were creating something that was not enforceable. Mr. Cameron indicated that there was no way to enforce it, but there was self-enforcement such as respecting the policy, respecting the privacy and education.
- Ms. Sunshine Croce clarified that she called security for the kids and not for the gentlemen fishing. It took security 20 minutes to come and ask the kids to leave.

  Mr. Cameron pointed out that he looked at the area and made recommendations to the Security Committee on fencing that could help mitigate some of that.
- Mr. Mike Schouten of 939 Glendora Road South indicated that according to the fishing guidelines, golf carts was not permitted behind houses and recommended that fishermen stay 15 feet from the pond edge. However, the other day, he witnessed a golf ball retriever guy parked on a pond, fall into a pond and golfers had to rescue him. Mr. McKelvey pointed out that it had to do with education and enlisted the communication Chair for the HOA to assist him.
- Ms. Rose Kerr of 389 Sorrento Road recalled mentioning last month about a new resident that lived on the golf course across her pond, who walks across the golf course at 5:00 p.m. every night to fish and questioned whether they were permitted to do so. *Ms. Adams indicated that the CDD did not control golf course property*. Ms. Kerr reported that the midges were back on her pond and asked if Clarke could spray. It may have to do with a water leak nearby.
- Mr. Mike Kugman of 626 DaVinci Pass recalled at another CDD meeting, fishing and boats in ponds were discussed. It was mentioned that these lakes were open to the public and questioned who owned them, if they could stop people from going to them and if the public was permitted. Mr. Lazarovich advised that the CDD owned the ponds, but they were governed by the Water Management District permit, which did not permit fishing in the ponds. Technically anything that was owned by the CDD was opened to the public. They must present their ID to

security to get onto the property. Mr. McKelvey understood that coming to fish was not a legitimate reason for security to allow them access.

Mr. Joe Bodziony of 729 Glendora Road questioned whether workers were permitted to fish. Mr. Lazarovich indicated that they would be treated like anyone that was a member of the public.

There being no further comments, Ms. Adams closed the audience comments period.

#### FOURTH ORDER OF BUSINESS

Approval of Minutes of the August 20, 2025, Board of Supervisors Meeting

On MOTION by Mr. Zimbardi seconded by Mr. McKelvey with all in favor the Minutes of the August 20, 2025, Board of Supervisors Meeting were approved as presented.

#### FIFTH ORDER OF BUSINESS

Review and Discussion of Proposed Fishing Policies

- A. Proposed Fishing Policies
- B. Proposed Fishing Location Map

Ms. Nelson pointed out on the map of the designated areas for fishing, Pond D-9, which she lived on, did not have any houses that backed up to it, but they were limiting the fishing area to the end of Shorehaven Drive and Bell Tower Crossing West and wondered why the entire pond was not designated as fishing. Mr. McKelvey agreed, as there were several ponds like this and felt that the Fishing Club could assist with finding ponds where people could fish. Ms. Adams indicated that the proposed fishing locations were presented to Board Members in prior agenda packages, but ultimately, they received some comments from Mr. McKelvey, which were incorporated into a revised version, but if there were other locations, they should let her know. Mr. Reed did not see any other issue with fishing on Pond B-5; however, according to Item 10 of the report, parking on any grass or landscaped area near the pond was prohibited, which was not possible, as there was no other way to get to some of the ponds in a golf cart. Mr. Reed had no issues with them but requested that Item 10 be re-evaluated. Ms. Adams would remove the words, "grassy area." Mr. Reed pointed out that landscaped areas could include mulched areas and did not see any problem parking on mulch. The only time that there would be enforcement,

was if someone gets physical and then the Sheriff would get involved. Mr. McKelvey requested that this item be tabled to the next meeting, so that Board Members had time to review it.

#### SIXTH ORDER OF BUSINESS

Consideration of Aerator Project Proposals

#### A. Electrically Powered Aerators

#### **B.** Solar Powered Aerators

Mr. Blanco provided a PowerPoint presentation on the Aerator Project, which was included in the agenda package on Page 31. It included additional information from the prior presentation, to include solar powered aerators. A cost comparison was provided for electric power versus solar power. The cost was less for a solar powered aerator and there was less legwork. There would be two locations for the two aerators being proposed. Both locations would have a mounting system that would be in an area free of any tree limb shrubbery, to install the main post. They would trench the mount to the pond's edge for each airline diffuser and install the airlines while backfilling the trench after installation. They would install that mounting system to the post, install and secure the solar panels and then install the controller panel towards the back of the post with connections to both panels and airline. Finally, they would connect the diffusers to the airline, start the system and stage the diffusers throughout the pond. The initial cost for the electric would be \$44,951. The actual aerator and diffuser would be \$22,866, the meter can breaker, panel breakers and wiring were \$10,000 and establishment of the power, including the pedestal installation, was \$12,000 and \$85 for the establishment of a physical address with Polk County. In comparison, the solar powered initial cost was \$57,602, which included the aerator, diffuser, mounting bracket and solar panels. In addition, there was a reoccurring cost for both types of aerators of \$800 annually, but with the electric, there was an annual cost for electricity of \$7,200. Mr. Reed asked if they would run 24/7. Mr. Blanco replied affirmatively.

Mr. Stephen Amrhein and Mr. Alan Wilson of SOLitude were present via Zoom, to answer questions. Mr. Zimbardi felt that it was a high number for electrical. Mr. McKelvey did some calculations and for two years of operation, the initial cost for electric power was \$60,951, whereas a solar one would cost \$59,202, for a savings of over \$1,700. Every year after that, they would save approximately \$7,200. While solar initially was higher in cost, in the short amount of time, it paid for itself. This was a way of dealing with algae and other growth in the ponds, other

than just spraying them. It would be for the pond right inside of the main entrance, which had many issues with algae. The plan was to have a pilot program in one of their much-troubled ponds. Mr. Amrhein reported that the solar power was four separate systems, as they only run two heads at a time, at a max depth of 20 feet, but that was not to say that there were deeper pockets. Within the day, they could have them running 24/7. Mr. Zimbardi questioned the number of cabinets and where they would be located. Mr. Amrhein believed that they would be towards the roadside or the end of the pond. Mr. Blanco referred to a diagram on Page 36 of the agenda package, showing where the electric cabinet would be situated. The solar panel map was on Page 61, showing two locations for the four cabinets, with each location holding two cabinets. Mr. Cameron asked if they would need two solar panels for one pond. Mr. Blanco confirmed that it would be a two mounted system that would hold two solar panels. Mr. Cameron questioned the homeowner response to seeing those panels. Ms. Nelson did her own research and was not sure about them, as it was a great deal of money for taxpayers to pay, when there were other things that could help that pond like TryMarine. Mr. Blanco indicated that they had five options per pond; three may work for a specific pond and the purpose was to provide options to the Board. It could be more than an algicide that was needed for some of these ponds.

Ms. Nelson felt if they were going to be spending this kind of money, they needed to have a consultant evaluate the ponds and determine what needed to happen in the next 20 years. Ms. Leo confirmed that this was an expensive option, which may work, but there were no guarantees and suggested taking it in the order of most effective least invasive and going from there. There were other options that might be effective like plantings and fish and getting a university to do a study, but there may be reclaimed water issues, from irrigation going into the ponds. It may be worth looking at the irrigation system, as it did not meet the new codes. Mr. McKelvey agreed, as sprinklers were going out into the street, down the drains and into the ponds. Mr. Cameron wanted to investigate other options such as more plantings and fish. Mr. Amrhein pointed out that TryMarine would look at the phosphorus and nitrogen and aggressively attack it. Ms. Leo sees the advantage of having aerators on B-1, as it was upstream and the end of their stormwater system. Mr. Reed did not want to start any project until they understood the chemistry of the pond that they were dealing with and what the alternatives were. Mr. Zimbardi liked getting a university involved in a project like this one. Ms. Leo recommended between now and the next meeting, allowing her and Mr. Blanco to observe what was occurring with the

irrigation around Pond B-1 and seeing if there was an issue. *There was Board consensus*. Mr. Amrhein would provide a proposal for water quality testing but estimated that it would cost \$2,000. Discussion ensued.

### SEVENTH ORDER OF BUSINESS Consideration of Proposals for Grass Carp Stocking from Solitude

Ms. Adams requested taking Items seven and eight together, as stocking the ponds with grass carp, required the barrier screen. Mr. Blanco pointed out that Ms. Cherrief Jackson of Clarke Midge Control was present, in case the Board had any questions regarding midges. Ms. Nelson requested an answer regarding Pond B-16. Ms. Jackson recalled that at the last meeting, the Board requesting a quote for this pond, but did not receive it and would follow up. She would find out which home on Amalfi Lane and Sorrento, had an issue, so they could do some barrier treatments. Residents may not always see them, but they were there weekly, but part of the problem was by the time they come out, the midges may be dead and gone. However, they could do a special treatment. In addition, it was not midge eradication but compared to what it was before larviciding and before spraying, they would see a difference. Mr. Jeffries pointed out that there was no reduction at all. Ms. Jackson indicated that they would be out there on Friday and requested a backpack spray around Mr. Jeffries home. Mr. Reed asked if there were fish in this pond. Mr. Blanco would have to investigate the last time that it was stocked with gambusia fish. Ms. Jackson would confer with her team about the cost for adding Pond B-16 for larvicide.

Regarding the grass carp and barrier screen, Mr. Blanco was made aware that as opposed to the clam, gambusia and grass shrimp fish stocking, the grass carp stocking would require a permit. No proposal was provided to the Board, because the price fluctuates. Mr. Amrhein pointed out that the CDD needed to apply for the permit and then the Florida Fish and Wildlife Conservation Commission (FWC) would inspect it and provide a location for the barriers, as well as the size and the number of fish. In talking with Mr. Wilson, they provided a maximum rate of \$3,500 to stock the entire pond, but this depends on what FWC comes back with. The permit was free and was not a difficult or lengthy process. Ms. Adams pointed out that she went through this process with other Districts and found that a vendor may recommend a certain number of grass carp to be effective with treating the algae, but FWC permitted a smaller number of fish to the point where the fish were not effective and asked if this changed in the past few years. Mr. Amrhein did not know but would find out from his fisheries. However, it did not

matter, because sometimes they agreed with FWC, but the fish did not do well and sometimes it was at the lower rate and the fish worked phenomenally. Ms. Adams requested that Mr. Amrhein provide a written proposal to Mr. Blanco with the different options, such as a cost per fish and what they would recommend, as well as the cost per barrier. Mr. Zimbardi questioned the purpose of the barrier. Ms. Adams indicated that it kept the fish from going outside of the stormwater pond. Mr. McKelvey requested educational materials on the grass carp and for Mr. Amrhein to provide it at the next meeting, along with a cost breakdown.

#### EIGHTH ORDER OF BUSINESS

Consideration of Proposal for Barrier Screens from Solitude

This item was discussed.

#### NINTH ORDER OF BUSINESS

Consideration of Work Authorization for Fiscal Year 2026 District Management and Field Management Services

Ms. Adams presented a work authorization for Fiscal Year 2026 for District management and field services, which were included in the agenda package on Page 73. GMS's typical procedure was to have an automatic renewal of the District management service, in accordance with the amount that the Board budgets for the upcoming fiscal year. However, this year there was a special request from the Poinciana West CDD, to prepare a work authorization. Since this request was made for the Poinciana West CDD, it was being brought before this CDD Board as well. A proposed fee schedule for Fiscal Year 2026, was provided to the Board, showing a 3% increase. To prepare this agreement, Ms. Adams conferred with the owners of GMS, including the Vice President in the Central Florida office, reviewing past fees. At the time that GMS was hired in 2017, they received compensation of \$45,000 annually. The amount being proposed is \$46,768 for Fiscal Year 2026. This fee was in keeping with market conditions and was reflective of the amount of labor and support that was required to manage this project. Mr. McKelvey pointed out that the number of ponds increased significantly. Ms. Adams indicated that this proposal also included field services, which were \$11,474 annually. Ms. Nelson did not realize that they were only paying for two visits per month on the field operations management side and questioned whether it was enough and if they should change this contract to reflect what services Mr. Blanco was providing. Ms. Adams indicated that the Board could increase the contract but

was not suggesting that. Ms. Nelson wanted to ensure that GMS was getting paid for the services they were providing. Ms. Adams appreciated that but pointed out that Mr. Blanco could serve two Districts in tandem, which provided some economy of scale and cost savings for both Districts. In addition to the work authorization, up to date information on GMS leadership was provided to the Board.

On MOTION by Mr. McKelvey seconded by Mr. Reed with all in favor the Work Authorization for Fiscal Year 2026 District Management and Field Management Services was approved.

Ms. Adams thanked the Board for approving GMS' proposal and noted it was a pleasure to work with them. Mr. Reed pointed out that Ms. Adams had a great team.

#### TENTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

Mr. Lazarovich reported that he heard from Eminent Domain counsel. There were no major updates; however, they were going to work with Ms. Leo, based on a recommendation from Eminent Domain counsel, to investigate some of the bonds. Ms. Nelson indicated that she had a long conversation with Ms. Lita Epstein last week about that. Ms. Epstein was very concerned about the permitting that was provided by Avatar and felt that the District needed to look at it. Ms. Adams received the email from Ms. Epstein which was distributed to the Board. Ms. Leo indicated that she was told to hold off on it until she met with the Board today but had a drawing showing where the connections were from Cypress Parkway to their system, which was from 1998, when Cypress Parkway was widened. She wanted to work with Ms. Jan Carpenter on finding whatever agreement was put into place, as they were small connections and affected the median drainage. Ms. Nelson was informed by Ms. Epstein about the effect that it would have on the rest of the Poinciana ponds, as they flow from north to south. Ms. Leo pointed out that whatever happened with the expansion of this project, would have to go through a permitting process, demonstrating that there was no impact to any of the ponds. Mr. Reed would like to know how that was done, as the District roads were connected to county property and hazardous materials would go into their ponds and hoped that the county would bypass Solivita, while they were widening Marigold Avenue.

Mr. Lazarovich reported that Ms. Carpenter circulated an email to all the Supervisors regarding a summons that was received against the District, based on pending litigation. Mr. McKelvey requested the address. Ms. Adams confirmed that the summons was just received yesterday and was distributed last night. Mr. McKelvey wanted the address of where the incident occurred, which Mr. Lazarovich would provide. Mr. Lazarovich was working on an easement agreement with Avatar for the tunnel, which was discussed at the last meeting and would provide it at the next meeting. Mr. Zimbardi asked if Avatar was a subsidiary of Taylor Morrison. Ms. Adams confirmed that Taylor Morrison acquired Avatar.

#### B. Engineer

#### i. Presentation on Poinciana CDD Stormwater System

Ms. Leo recalled that the presentation on the Poinciana CDD stormwater system was supposed to be given some time ago but was delayed due to the meeting length. It was included in the agenda package. The ponds had a function, as they were governed through permitting with SFWMD. The intent was to control flood waters. Every time that a community was developed, it was required to create stormwater ponds for treatment of the runoff that was produced. They were part of SFWMD and at the upper end of an area that flows through the Kissimmee River down to Lake Okeechobee. The role of the SFWMD, was to monitor conditions and manually control pumps and gates downstream in the event of a storm. The CDD ponds were functional systems, that collect water from the neighborhoods. They were designed to take that water and pass it through the canal system to South Florida. It starts with their drainage inlets. Solivita had a very good system, especially with the amount of rain. There may be some ponding, but it flows out of the system very quickly. Based on the stormwater design criteria, they should expect some standing water, but generally the roads would be passable. However, if they get more into a hurricane type of situation, there would be some roadway flooding until things drain, but buildings would remain dry. Mr. Cameron questioned whether they were in the 100-year or 500year storm. Ms. Leo indicated that most homes were no longer in the 100-year storm. Blockages would occur, but that was part of the life with a stormwater system.

Ms. Leo reported that the stormwater ponds function differently, depending on the time of year. In the dry season, the ground had more ability to absorb, versus the wet season, when things were completely saturated. Some of the old areas of Poinciana had some of these problems. Residents should not block the drains and should maintain their banks. The CDD was

doing a much better job of maintaining the banks for erosion. This was a natural system that ebbs and flows and when something goes wrong, the CDD did a good job of making repairs. Ms. Nelson asked if this CDD had the corrugated pipe problem that the Poinciana West CDD had. Mr. Blanco indicated that the two corrugated pipes that were reported in the Engineer's Report, were not randomly floating corrugated pipes. These were long, as opposed to the short ones in the Poinciana West CDD. Staff cut them down and added an atrium grade to the end, so nothing would go inside of it. Ms. Leo pointed out that the pond map provided a great deal of background of what the CDD had but wanted to put into perspective where they were in the grand scheme of things. Everything flows generally south from pond to pond, ultimately to wetland streams. The CDD had an interesting system that was complicated, but very functional, as all the ponds were interconnected. However, there were areas where there were wetland connection points, where they needed to do some cleaning along the roadway edge, where the water flowed under the road through a pipe or narrow culvert. Ms. Adams would have Mr. Blanco provide a proposal for any maintenance work that needed to be performed based on areas identified by the District Engineer.

#### C. District Manager

#### i. Action Items List

Ms. Adams presented the Action Items List, which was included in the agenda package. Many of these items were already discussed.

#### ii. Approval of Check Register

Ms. Adams presented the Check Register for August 11, 2025, through September 8, 2025, totaling \$276,353.84, which was included in the agenda package, along with the detailed invoices and Check Run Summary. Ms. Nelson asked about Check 300, which was written on August 22, 2025, for several residents. Ms. Adams explained that it was regarding bond debt payoff payments. Hancock Whitney, the trustee, would not allow for payments to be made directly from property owners and required checks to be deposited directly into the CDD General Fund. They were the only bank that had this requirement for debt fee lump sum payment.

On MOTION by Ms. Nelson seconded by Mr. Reed with all in favor the August 11, 2025, through September 8, 2025, Check Register in the amount of \$276,353.84 was approved.

#### iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through July 31, 2025, which was included in the agenda package. The District was in a very good cash position and staying on budget. Assessment collections were 100%.

On MOTION by Mr. Zimbardi seconded by Mr. McKelvey with all in favor the July financial statements were approved.

#### D. Field Manager's Report

Mr. Blanco presented the Field Manager's Report, which was included in the agenda package. Field staff completed maintenance repair at the stormwater inlet on Balboa Drive and Bell Tower Crossing. Staff dug out the affected areas of the wash out towards the backside and sides of the inlet structure. A buried irrigation head was discovered pointing towards the sidewalk. The HOA was notified, and they performed their own repairs, including backfilling the sidewalk area and patching the exterior and interior cracks of the structure. The marked cones were removed and placed in a storage closet near Solivita and staff followed up with the HOA on dirt that was left on the sidewalk, which has now been removed. Mr. Cameron thanked Mr. Blanco and his team for handling this right away. Mr. Blanco reported that maintenance items as noted in the Engineer's Report, were completed, prior to distributing the Field Manager's Report. It included installation of a French drain on the corner of C-1. The two floating corrugated pipes on Ponds A-6 and C-14, were metered drains. The resetting of a fallen grate on Pond B-6, was not completed, due to the amount of vegetation from the golf course not maintaining their side of the pond. Floralawn was asked to remove all the vegetation, so staff could reset the grate.

Mr. Blanco reported that staff also replaced defective light bulbs in the Venezia and Bella Viana tunnels. Pictures would be included in next month's Field Manager's Report. Staff was performing landscaping reviews, primarily focusing on the areas that were noted at the June meeting. The CDD owned sloped area by the retention wall on Umbria Drive, has been consistently mowed. The buffer tract on Vineyard Drive, that was previously reported as overgrown, has been mowed consistently. The Venezia cart path and Venezia Way exit have

been mowed. The overgrown bushes on the corner of Vio Toledo, which was reported by a resident, was scheduled to be trimmed. Mr. Blanco would follow up with Floralawn. Overall pond bank mowing, was consistently mowed. Mr. McKelvey received an email from a resident, stating that the fence behind her backyard, had been damaged and the CDD was responsible for repairing it. Mr. Reed confirmed that the CDD did not own the fence, and the HOA was responsible for the maintenance.

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

Mr. Blanco presented the Pond Maintenance and Midge Management Reports and Customer Complaint Log, which were included in the agenda package. Field staff continues to review ponds throughout the District. Ponds PA-9 and A-10 had several boat treatments, as there were aggressive weeds, but it now looked better. Pond C-12, which was experiencing aggressive hydrilla, had several boat treatments and looked better, with most of the hydrilla decaying and brown in color. Pond C-20, which also had aggressive weeds and vegetation, had several treatments and looked better. Pond P-8 had cattails, which were sprayed. At the request of the Board, pictures were provided. Ms. Nelson was notified by the golf course over the weekend, that they would be retrieving golf balls out of Pond C-1; however, she received erroneous information. They complained that this pond had not been sprayed for a while, and they could not reach the balls. However, a ranger had a boat and retrieved the balls. Mr. Blanco felt that the vegetation was minimal. Mr. McKelvey questioned the feasibility of turning that pond over to Taylor Morrison. Mr. Blanco had communicated with Taylor Morrison about this, but it had not progressed; however, he could investigate it. Mr. Cameron noted on the customer complaint log, for the past two months, when he made concerns, he showed up on it. It had nothing to do with him, but on the status of things. Ms. Adams pointed out that the complaint log was for documentation and tracking purposes. The name provided was included unless directed otherwise by the Board.

#### **ELEVENTH ORDER OF BUSINESS** Supervisor's Requests

Mr. Zimbardi reported on a phone call that he received from a resident that lived on Pond D-1, who requested a pond fountain. He informed the resident that this was addressed a while ago and the Board was told that they would have minimal benefit to the pond. The resident was

willing to donate one for aesthetic value and questioned the cost. Mr. Blanco indicated that Lake Doctors provided a quote but could not recall the amount and would search his emails for it. Mr. McKelvey indicated that he was the Vice President of the Solivita Wildlife Advocate and at their Monday meeting, they were informed about bats in the area. It turned out that at least one of their ponds had all kinds of bats flying around it. Bat houses were recommended, but they did not need them, because their bats would nest in the Spanish moss or trees. However, Mr. McKelvey had a concern about Pond D-9 off Glendora Road, which had the tall fire bushes. This was the season when the fire bushes go dormant and this was one of their most used ponds for people walking around it with their dogs and wondered if they could have a different type of littoral. Ms. Adams pointed out that Fire flag is considered a beneficial native Florida plants. The challenge was that they grow taller than many of the littoral plants that they recommend. Staff can provide a proposal to remove those and install a lower profile plant such as Spikerush, Pickerelweed or Duck Potato. Mr. Reed felt that they needed to have a project management concept, in order to keep track of things, such as the experiment with the aerators on Pond E-3, the clams in the pond and the evaluation of the fish and provide periodic summary reports about how well they were doing, whether it was worth the investment and whether or not they were getting anything out of it. In addition, to clean out the storm drains, without knowledge of the chemistry, they did not know the biggest culprit, which could be the irrigation water or decaying matter. He wanted to see the data and understand it.

When he was on vacation, Mr. Reed noticed a truck on the street, sucking out all the drains. It turned out after the leaves drop in the Fall; they go down every street and suck out the leaves from the drains. In the Spring, they would suck out sand from the drains. Each drain takes five minutes. Someday, he hoped to consider a project like this. The only way that the community in Canada could afford it, was to have a contract and a reasonable price. Therefore, if Solivita was having vegetation decay as a major contributor to their ponds, they should investigate the cost to have a major contract for a truck to suck out the vegetation. Ms. Nelson recalled that a street sweeper cost \$30,000 every time that they would come out to sweep. Mr. Blanco pointed out that he was periodically checking the ponds, and his plan was to provide a comprehensive plan on a specific pond and his overall recommendation. Mr. Cameron reported that he finally spoke to Taylor Morrison regarding the issue with the three bridges on the golf course that were deteriorating. They did have an engineer look at them and did some minor

repairs. There was a change in the mowing, which he and Mr. Blanco would get resolved. There were some ongoing questions about how the Accounting Department does the reporting and suggested that Ms. Katie Costa and Ms. Nelson have a meeting to discuss any issues. Ms. Adams would obtain any agenda items from Ms. Nelson and schedule a meeting.

#### TWELFTH ORDER OF BUSINESS

**Other Business** 

There being none, the next item followed.

#### THIRTEENTH ORDER OF BUSINESS General Audience Comments

Ms. Sunshine Croce of 1930 Molise Drive asked if the CDD could clean her grass clippings, as the landscaper was throwing them in the pond. Mr. Blanco would address this with Floralawn.

#### FOURTEENTH ORDER OF BUSINESS

Next Meeting Date – October 15, 2025,

12:00 P.M.; The Gator Room

Mr. Cameron reported that the next meeting was scheduled for October 15, 2025, at 12:00 p.m. at this location.

#### FIFTEENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary	Chairman/Vice Chairman

### SECTION V

### **PROPOSAL**



Bill To:

Name: SOLIVITA COMMUNITY ASSOCIATION

Address: 395 Village Dr. Kissimmee FL 34759

Date: 10/2/25

Contact: Oscar Gonsalez

ORDER # 369

QTY	Description	Total Price
	ALUMINUM FENCE GATE INSTALLATION at Solivita/ Apian Pl.	
	remove a panel of aluminum fence	
	adjust the post to the new aluminum gate	
	install the new aluminum gate with lock	
	labor and materials	2,300
	Total	2,300,00

## **SECTION VI**

-------Forwarded message ------From: **Cherrief Jackson** <cjackson@clarke.com>
Date: Wed, Oct 1, 2025 at 2:59 PM
Subject: Addition of Pond B16 to PCDD
To: Joel Blanco (jblanco@gmscfl.com) <jblanco@gmscfl.com>

Hi Joel,

We can add pond B16 to the contract for \$6,947.80. The new total for the full program would be \$188,667.78.

#### **Cherrief Jackson**

Control Consultant - Central Florida



cjackson@clarke.com (407) 212-0892

3036 Michigan Ave | Kissimmee, FL, 32714 Clarke.com



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## **SECTION VII**

### SECTION A

**REVISED DRAFT by SFC** 

Soliveta Fishing Cle

# Poinciana Community Development District Fishing and Stormwater Pond Policies

- 1. Recreational fishing is allowed AT YOUR OWN RISK. The District is not responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the Ponds or other property within the District. Fishing is permitted only from the banks of designated areas of Poinciana Community Development District (PCDD) stormwater ponds. Refer to the map on the PCDD website for the location of those designated areas. Fishing is permitted only at designated areas from Dawn to Dusk. Entering into or wading in the ponds is prohibited.
- 2. The stormwater ponds are a habitat for dangerous wildlife including poisonous snakes, snapping turtles, and alligators. Be aware wildlife may be present and active, posing a serious threat to personal safety. Do not feed or approach alligators or any other wildlife. Wildlife may neither be removed from or released into the PCDD stormwater system. Anyone concerned about a nuisance alligator is encouraged to call Florida Fish and Wildlife Conservation Commission's toll-free Nuisance Alligator Hotline at 866-FWCGATOR (866-392-4286).
- 3. The stormwater ponds are designed to gather and filter pollutants before they enter nearby natural bodies of water. Therefore, the stormwater ponds are likely contaminated with pollutants such as sediments, oils, grease, trash, heavy metals, pesticides, herbicides, and pathogens. Therefore, contact with the ponds may be hazardous to your health and fishing is permitted strictly on a catch and release basis to reduce health risks from consuming fish.
- 4. Anglers must properly dispose of all trash, especially fishing lines. Loose fishing lines and other debris can endanger birds and other wildlife.
- 5. Boating on any pond, canal, or culvert for any purpose other than maintenance or repair authorized by Poinciana Community Development District is STRICTLY PROHIBITED
- 6. Alteration of the pond banks, including adding or removing plantings and vegetation, for any purpose is STRICTLY PROHIBITED. Anglers understand and agree that the stormwater ponds may have steep banks and are not designed for recreational uses; entry into and near the banks of the ponds may be dangerous and could result in serious bodily harm.

- 7. Use of golf carts on any pond bank or adjacent landscape buffer, or on any PCDD property that is otherwise adjacent to any pond bank, canal, or culvert, for any purpose is STRICTLY PROHIBITED-Strongly Discouraged.
- 8. Residential/private property shall not be utilized or walked over to gain access to fishing areas unless the person fishing has explicit and verifiable permission from the private property owner. Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. To fish the Solivita PCDD ponds, you need to be able to gain access to the pond via common access area which is a PCCD easement (land not owned by residents). As a resident of Solivita you are allowed to fish behind any resident's home if you stay within 15 feet of the water's edge an easement that is PCDD property. Access to residents' backyards via these maintenance easements is prohibited unless the person fishing has explicitly and verifiable permission from the appurtenant private property owner. Other than the banks of the specifically designated fishing areas, access to stormwater ponds is restricted, and any proposed fishing behind private residences requires prior permission from the resident. Fishing on or accessing private property without programission may result in a trespass warrant issued by local law enforcement and other penalties. Residents have a reasonable expectation of privacy and security so anglers should use common sense and respect when fishing on PCDD property, so as not to trouble or inconvenience homeowners or other recreational users. If you are confronted by a displeased homeowner, we recommend you move on around the pond without argument.
- 9. While in designated fishing areas and while fishing, minors are required to be supervised by an adult to ensure safety and compliance with fishing policies. No pets may be brought into the designated fishing areas.
- 10. Parking in any grassy or landscaped area near the ponds is prohibited
- 11. All fishing shall comply with all applicable state and local laws, ordinances, codes, regulations, and permits. All anglers should be aware of and comply with Florida Fish and Wildlife Conservation Commission's (FWC's) guidelines for freshwater fishing including licensing requirements to promote responsible fishing.

Any stormwater pond maintenance any or other PCDD issues should be reported to the District Manager's office at (407) 841-5524 ext. 147.

## **SECTION VIII**

## LICENSE AND MAINTENANCE AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT AND AVATAR PROPERTIES, INC.

THIS LICENSE AND MAINTENANCE AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT AND AVATAR PROPERTIES, INC. (the "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the POINCIANA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the "District"), and AVATAR PROPERTIES, INC., a Florida corporation, whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751 (the "Licensor").

#### RECITALS

**WHEREAS**, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended; and

WHEREAS, the District is the owner of certain parcels of real property identified in **Exhibit "A"** attached hereto (together, the "District Property");

WHEREAS, the Licensor is the owner of certain parcels of real property identified in **Exhibit "B"** attached hereto (together, the "License Area");

WHEREAS, the License Area contains certain private improvements, including a paved ramp into the Bella Viana Tunnel and certain ramp lighting all within or abutting the License Area (the "Improvements"), and such Improvements require certain maintenance as set forth herein;

WHEREAS, the Licensor is the current developer of property within the District and owns and maintains certain real property within the District, including the License Area;

WHEREAS, the District has entered into a contract with a vendor to handle certain striping maintenance of the District Property, including the Bella Viana Tunnel, and has offered to repair and/or maintain the Improvements within the License Area, and the parties desires to memorialize and provide legal access for the District to maintain the Improvements that are within the License Area subject to the terms herein; and

WHEREAS, the District and Licensor agree that it is in their mutual best interests to enter into this Agreement regarding the District's access to the License Area and the clear delineation of the maintenance of the Improvements within the License Area by the District.

**NOW THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is

hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibit attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. <u>Recitals.</u> The recitals above are true and correct and are hereby incorporated by this reference.

#### 2. <u>Description and Use of License Area.</u>

- A. In the event of any alteration, modification and/or relocation of the Improvements and/or License Area (or portions thereof), the District and the Licensor shall execute an amendment to this Agreement which sets forth any modifications, deletions or additions to the Improvements and/or License Area.
- B. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the District (and for the purposes of this Agreement, including its agents, assigns and contractors) the exclusive right and license to use the License Area during the Term (as defined herein) for the purpose of the District maintaining the Improvements within the License Area.
- 3. <u>Term of Use of the License Area</u>. The District shall be entitled to use of the License Area in accordance with the terms and conditions of this Agreement for a period of ten (10) years beginning on the Effective Date and shall be automatically renewed for additional ten (10) year periods, unless either party provides the other party at least one hundred eighty (180) days written notice of its intent not to renew.
- 4. <u>Indemnification.</u> Licensor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Licensor's breach of any term or provision of this Agreement, or (ii) any negligent act or omission, or intentional act or omission of Licensor, their agents, employees, guests, invitees or contractors, related to this Agreement and/or the District Ponds. This provision survives the termination of this Agreement.

#### 5. Maintenance and Obligation.

A. The District agrees to repair/maintain paving and lighting of the Improvements within the License Area to the same condition as the District's Property, pursuant to the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, the District shall not be responsible for repair or maintenance of ramp walls or the concrete flooring within the License Area.

- B. The Licensor shall reimburse the District for repairs and/or maintenance of the Improvements to the License Area.
- 6. <u>Insurance</u>. Both the Licensor and the District shall maintain comprehensive general liability insurance, at each party's sole expense, in the type and amount of coverage as considered customary and reasonable within its industry. Licensor shall provide the District with proof of insurance prior to execution of this Agreement and upon request.
- 7. <u>Waiver.</u> Licensor waives and releases all claims against the District, its officers, directors, agents, employees, contractors and servants, and agrees that the District shall not be liable for injury to persons or damage to property sustained by Licensor or by an occupant of the License Area, resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the License Area, or from any occurrence, act, negligence or omission of any of the District's officers, directors, agents, employees, contractors and servants or of any other person.

#### 8. Governing Law and Construction of Agreement.

- A. This Agreement and all matters related hereto shall be governed by and construed in conformity with the laws of the State of Florida.
- B. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions.
- C. Licensor shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the License Area and the Improvements within the License Area. The District makes no representation that applicable laws, ordinances, or regulations permit the maintenance of the Improvements.

#### 9. Sovereign Immunity and Public Records.

- A. Nothing contained herein, or in the Agreement, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- B. Licensor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Licensor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*.

10. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals and shall be fully as effective as though all signatures were originals to the same copy.

#### 11. Notice.

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

If to District: Poinciana Community Development District c/o Governmental Management Services- Central Florida, LLC 219 E. Livingston Street Orlando, Florida 32801 Attention: Tricia Adams, District Manager Telephone: (407) 841-5524 Latham, Luna, Eden & Beaudine, LLP Copy to: 201 S. Orange Ave., Suite 1400 Orlando, Florida 32801 Attention: Jan Albanese Carpenter, District Counsel Telephone: (407) 481-5800 If to Licensor: Avatar Properties, Inc. 2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751

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

Attention: \_\_\_ Email:

Telephone: (

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

- 13. <u>Severability.</u> If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired.
- 14. <u>Interpretation.</u> This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Polk County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN POLK COUNTY, FLORIDA.**

[Signatures provided on following page.]

# CO-SIGNATURE PAGE TO THE LICENSE AND MAINTENANCE AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT AND AVATAR PROPERTIES, INC.

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

Witnesses:	<u>District:</u>
	POINCIANA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district.
Signature:	
Print Name:	Sign:
Time I value.	Print:
Signature:	Title:
D. C. A.	
Print Name:	_
STATE OF FLORIDA	
COUNTY OF	
	s acknowledged before me by means of [ ] physical presence or [ ]
online notarization, this day of	2025, by,
	visors, of the POINCIANA COMMUNITY DEVELOPMENT
	nent district organized under the laws of the State of Florida. Said
person is [] personally known to m	e, or [] has produced a valid driver's license as identification.
	Notary Public; State of Florida
	Print Name:
	My Commission Expires:
	My Commission No.:

# CO-SIGNATURE PAGE TO THE LICENSE AND MAINTENANCE AGREEMENT BETWEEN POINCIANA COMMUNITY DEVELOPMENT DISTRICT AND AVATAR PROPERTIES, INC.

Witnesses:	<u>Licensor:</u>
Signature:	AVATAR PROPERTIES INC., a Florida corporation.
Print Name:	Sign:
	Print:
Signature:	Title:
Print Name:	
STATE OF FLORIDA ) COUNTY OF )	
	vledged before me by means of [] physical presence or []
online notarization, this day of	2025, by, <b>ROPERTIES INC.,</b> a Florida corporation, on behalf of
as of the AVATAR P the corporation. Said person is [] personally identification.	ROPERTIES INC., a Florida corporation, on behalf of y known to me or [ ] has produced a Driver's License as
	Notary Public; State of Florida
	Print Name:
	My Commission Expires:
	My Commission No.:

### EXHIBIT "A"

### "District Property"

Parcel Number: 28-27-13-933513-001310

Tract LS-1, SOLIVITA PHASE VIA, according to the plat thereof, as recorded in Plat Book 131 at Pages 30 through 35, inclusive, of the Public Records of Polk County, Florida.



### EXHIBIT "B"

### "License Area"

Parcel Number: 28-27-13-933512-000720

Tract G-1, SOLIVITA PHASE 1D, according to the plat thereof, as recorded in Plat Book 122 at Pages 9 through 11, inclusive, of the Public Records of Polk County, Florida.



## SECTION IX

## SECTION C

## SECTION 1

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. Various CFX updates sent to BOS via electronic mail when received.
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. Pond B1 Aerator project to be presented with solar option 09.17.2025. Aerators put on back burner 09.17.2025.Board requested infromation for Grass Carp and Screens to be presented 10.15.2025 or when available. DE to review contributing factors to Pond B1 water quality issues. Fire flag considered for replacement and the proposal is pending.
Ongoing	Educate residents regarding beneficial pond vegetation and best maintenance practices and key CDD contact details		Ongoing	PCDD Pond Specification flyer and CDD contact details released for electronic mail distribution 09.12.2025.
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) COMPLETED 09.16.2025 and #406 (MES repairs to be facilitated when water level is low). DE will identify further items requiring maintenance to provide to field staff.
07.16.2025	Finalize Proposed Fishing Policies	Vice Chair McKelvey	In Process	Revised draft with legal and Board comments reviewed 08.20.2025. Board received comments from Solivita Fishing Club 09.17.2025 to be reviewed 10.15.2025.
07.16.2025	Landscape Maintenance Confirmation	Chairman Cameron and Field Manager	In Process	Follow up from recent HOA/Golf/CDD/Developer Meeting regarding landscacpe maintenance of certain tracts/areas within Solivita.
07.16.2025	Midge Management Pond B16	Field Manager	In Process	Considering adding Pond B16 to midge management treatment with Clarke, considering Gambusia and Grass Shrimp

## SECTION 2

### Poinciana Community Development District

### Summary of Check Register

September 9, 2025 to October 6, 2025

Fund	Date	Check No.'s	Amount
General Fund			
Truist	9/15/25	306-307	\$ 5,526.62
	9/23/25	308-310	\$ 47,410.83
	9/29/25	311	\$ 2,388.91
	10/6/25	312-314	\$ 30,020.42
			\$ 85,346.78
Money Market	9/29/25	8	\$ 100,000.00
			\$ 100,000.00
Payroll	September 2025		
•	Anita L Nelson	ACH	\$ 184.70
	Anthony Reed	ACH	\$ 84.70
	Jon R Cameron	ACH	\$ 184.70
	Richard B McKelvey	ACH	\$ 184.70
	Robert W Zimbardi	50231	\$ 184.70
			\$ 823.50
			\$ 186,170.28

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/08/25 PAGE 2
\*\*\* CHECK DATES 09/09/2025 - 10/06/2025 \*\*\* POINCIANA - GENERAL FUND
BANK C GENERAL FUND

	BA	NK C GENERAL FUND			
CHECK VEND#INVOIO	CEEXPENSED TO NVOICE YRMO DPT ACCT# S	VENDOR NAME UB SUBCLASS	STATUS	TRUOMA	CHECK AMOUNT #
9/15/25 00001 9/01/25 3	01 202509 320-53800-1	2000	*	928.33	
9/01/25 30	FIELD MANAGEMENT SEPT 25 02 202509 310-51300-3	4000	*	3,785.25	
9/01/25 30	MANAGEMENT FEES SEPT 25 02 202509 310-51300-3 WEBSITE ADMIN SEPT 25		*	72.25	
9/01/25 30	02 202509 310-51300-3	5100	*	108.33	
9/01/25 30	INFORMATION TECH SEPT 25 02 202509 310-51300-5	1000	*	.27	
9/01/25 30	OFFICE SUPPLIES 02 202509 310-51300-4	2000	*	6.69	
,	POSTAGE	GOVERNMENTAL MANAGEMENT SERVICES			4,901.12 000306
	224122 202508 310-51300-3 ENGINEER SVCS AUG 25	1100	*	625.50	
	ENGINEER SVCS AUG 25	GAI CONSULTANTS, INC			625.50 000307
9/23/25 00011 9/15/25 00		7100		14,703.40	
1	MOSQUITO MAINT SEPT 25	CLARKE ENVIRONMENTAL MOSQUITO			14,703.40 000308
9/23/25 00034 9/19/25 2	9673 202509 300-15500-1 FY26 ANNUAL INSURANCE	0000	*	30,950.00	
	INSURANCE	EGIS INSURANCE & RISK ADVISORS			30,950.00 000309
9/23/25 00001 8/31/25 30	03 202508 320-53800-4 STORMWATER REPAIRS	8300	*	1,757.43	
		GOVERNMENTAL MANAGEMENT SERVICES			1,757.43 000310
9/29/25 00027 9/15/25 1	45007 202508 310-51300-3 GENERAL COUNSEL AUG 25	1500	*	2,310.91	
9/15/25 14	45008 202508 310-51300-3 EMINENT DOMAIN AUG 25		*	78.00	
		LATHAM LUNA EDEN & BEAUDINE			2,388.91 000311
10/06/25 00063 8/15/25 58	843 202508 320-53800-4 BELLA VIANA TUNNEL STRIP	9000	*	950.00	
		ALL ASPHALT SERVICES INC			950.00 000312
10/06/25 00004 10/01/25 3		6200	*	16,322.42	
		FLORALAWN 2 LLC			16,322.42 000313
10/06/25 00044 10/01/25 PS			*	12,748.00	
		SOLITUDE LAKE MANAGEMENT			12,748.00 000314
		TOTAL FOR BANK O		85,346.78	

POIN POIN CDD KCOSTA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/08/25 PAGE 3
\*\*\* CHECK DATES 09/09/2025 - 10/06/2025 \*\*\* POINCIANA - GENERAL FUND
BANK C GENERAL FUND

CHECK VEND# ....INVOICE.... ..EXPENSED TO... VENDOR NAME STATUS AMOUNT ....CHECK.....

DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS AMOUNT #

POIN POIN CDD KCOSTA

*** CHECK DATES 09/09/2025 - 10/06/2025 ***	POINCIANA - GEN BANK B MONEY MA	_			
CHECK VEND#INVOICEEXPENS DATE DATE INVOICE YRMO DI	ED TO T ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
9/29/25 00013 9/29/25 09292025 202509 30 TSFR FROM MM TO			*	100,000.00	
	POINCIANA CD	D 			100,000.00 000008
		TOTAL FOR BANK B		100,000.00	

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/08/25 PAGE 1

AP300R

POIN POIN CDD KCOSTA

## SECTION 3

Community Development District

Unaudited Financial Reporting August 31, 2025



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#### Community Development District Combined Balance Sheet

August 31, 2025

	General Fund	De	ebt Service Fund	Capital Reserve Fund			
Assets:							
Cash							
Operating - Hancock Whitney	\$ 47,219	\$	-	\$	-	\$	47,219
Operating - Truist	\$ 151,524	\$	-	\$	-	\$	151,524
Money Market - Bank United	\$ 534,617	\$	-	\$	213,893	\$	748,509
Investments							
Series 2022							
Reserve	\$ -	\$	138,268	\$	-	\$	138,268
Revenue	\$ -	\$	509,900	\$	-	\$	509,900
Interest	\$ -	\$	11	\$	-	\$	11
Principal	\$ -	\$	122	\$	-	\$	122
Prepayment	\$ -	\$	15,557	\$	-	\$	15,557
Total Assets	\$ 733,360	\$	663,858	\$	213,893	\$	1,611,111
Liabilities:							
Accounts Payable	\$ 5,336	\$	-	\$	-	\$	5,336
Total Liabilites	\$ 5,336	\$	-	\$	-	\$	5,336
Fund Balance:							
Assigned for:							
Capital Reserves	\$ -	\$	-	\$	213,893	\$	213,893
Restricted for:							
Debt Service	\$ -	\$	663,858	\$	-	\$	663,858
Unassigned	\$ 728,023	\$	-	\$	-	\$	728,023
<b>Total Fund Balances</b>	\$ 728,023	\$	663,858	\$	213,893	\$	1,605,775
Total Liabilities & Fund Balance	\$ 733,360	\$	663,858	\$	213,893	\$	1,611,111

### **Community Development District**

#### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 08/31/25	Thr	ru 08/31/25	V	ariance
Revenues:							
Assessments - Tax Roll	\$ 886,925	\$	886,925	\$	902,033	\$	15,108
Interest	\$ 2,373	\$	2,373	\$	13,818	\$	11,445
Total Revenues	\$ 889,298	\$	889,298	\$	915,851	\$	26,553
Expenditures:							
General & Administrative:							
Supervisors Fees	\$ 12,000	\$	11,000	\$	8,400	\$	2,600
FICA Expense	\$ 918	\$	842	\$	643	\$	199
Engineering	\$ 20,000	\$	18,333	\$	20,286	\$	(1,952)
Attorney	\$ 30,000	\$	27,500	\$	29,635	\$	(2,135)
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	\$	41,638	\$	41,638	\$	-
Information Technology	\$ 1,300	\$	1,192	\$	1,192	\$	0
Website Maintenance	\$ 867	\$	795	\$	795	\$	-
Telephone	\$ 100	\$	92	\$	-	\$	92
Postage	\$ 2,600	\$	2,383	\$	1,438	\$	945
Printing & Binding	\$ 500	\$	458	\$	189	\$	270
Insurance	\$ 7,981	\$	7,981	\$	7,763	\$	218
Legal Advertising	\$ 5,500	\$	5,042	\$	1,531	\$	3,511
Other Current Charges	\$ 2,400	\$	2,200	\$	922	\$	1,278
Office Supplies	\$ 400	\$	367	\$	82	\$	285
Property Appraiser	\$ 7,000	\$	7,000	\$	9,537	\$	(2,537)
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative:	\$ 150,564	\$	139,947	\$	137,174	\$	2,773

### **Community Development District**

#### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget			Actual		
		Budget	Thr	u 08/31/25	Thr	u 08/31/25	1	Variance
Operations & Maintenance								
Field Services	\$	11,140	\$	10,212	\$	10,212	\$	-
Property Insurance	\$	21,500	\$	21,500	\$	22,169	\$	(669)
Electric	\$	2,544	\$	2,332	\$	1,279	\$	1,053
Landscape Maintenance	\$	220,544	\$	202,165	\$	176,893	\$	25,272
Landscape Improvement Areas Contingency	\$	18,500	\$	16,958	\$	2,095	\$	14,863
Aquatic Control Maintenance	\$	159,828	\$	146,509	\$	140,228	\$	6,281
Aquatic Midge Management	\$	194,062	\$	177,890	\$	161,725	\$	16,165
R&M - Plant Replacement	\$	7,000	\$	6,417	\$	-	\$	6,417
Storm Structure Repairs	\$	41,616	\$	38,148	\$	1,757	\$	36,391
Contingency	\$	12,000	\$	12,000	\$	82,305	\$	(70,305)
Total Operations & Maintenance:	\$	688,734	\$	634,131	\$	598,664	\$	35,467
Other Expenditures								
Transfer Out - Capital Reserve	\$	50,000	\$	50,000	\$	50,000	\$	-
Total Other Expenditures	\$	50,000	\$	50,000	\$	50,000	\$	-
Total Expenditures	\$	889,298	\$	824,078	\$	785,838	\$	38,240
Net Change in Fund Balance	\$				\$	130,013		
Fund Balance - Beginning	\$	-			\$	598,010		
Fund Balance - Ending	\$	-			\$	728,023		

### **Community Development District**

### **Debt Service Fund - Series 2022**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget		Actual			
		Budget	Th	Thru 08/31/25		ru 08/31/25	Variance	
Revenues:								
Assessments - Tax Roll	\$	1,279,197	\$	1,279,197	\$	1,301,545	\$	22,347
Assessments - Prepayments	\$	-	\$	-	\$	15,483	\$	15,483
Interest	\$	15,000	\$	15,000	\$	34,640	\$	19,640
Total Revenues	\$	1,294,197	\$	1,294,197	\$	1,351,667	\$	57,470
Expenditures:								
Property Appraiser	\$	13,755	\$	13,755	\$	13,747	\$	7
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	\$	1,309,176	\$	1,313,789	\$	(4,612)
Excess (Deficiency) of Revenues over Expenditures	\$	(14,979)			\$	37,879		
Net Change in Fund Balance	\$	(14,979)			\$	37,879		
Fund Balance - Beginning	\$	478,956			\$	625,980		
Pour d Delever - Po die -	¢.	462.075			Φ.	((2.050		
Fund Balance - Ending	\$	463,977			\$	663,858		

### **Community Development District**

### **Capital Reserve Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prora	Prorated Budget		Actual		
		Budget	Thru	08/31/25	Thr	ru 08/31/25	V	ariance
Revenues:								
Interest	\$	-	\$	-	\$	6,848	\$	6,848
Total Revenues	\$	-	\$	-	\$	6,848	\$	6,848
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	6,848		
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	50,000	\$	50,000	\$	50,000	\$	-
Total Other Financing Sources/(Uses)	\$	50,000	\$	50,000	\$	50,000	\$	-
Net Change in Fund Balance	\$	50,000			\$	56,848		
Fund Balance - Beginning	\$	150,440			\$	157,045		
Fund Balance - Ending	\$	200,440			\$	213,893		

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 \$	1,549 \$	1,302 \$	- \$	13,818
Total Revenues	\$ 1,597 \$	234,963 \$	553,623 \$	33,293 \$	31,799 \$	12,876 \$	28,146 \$	6,158 \$	10,546 \$	1,549 \$	1,302 \$	- \$	915,851
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000 \$	1,000 \$	- \$	- \$	1,600 \$	- \$	2,000 \$	1,000 \$	- \$	1,000 \$	800 \$	- \$	8,400
FICA Expense	\$ 77 \$	77 \$	- \$	- \$	122 \$	- \$	153 \$	77 \$	- \$	77 \$	61 \$	- \$	643
Engineering	\$ 1,440 \$	533 \$	2,400 \$	1,683 \$	885 \$	2,875 \$	1,751 \$	4,531 \$	1,688 \$	1,875 \$	626 \$	- \$	20,286
Attorney	\$ 2,591 \$	5,005 \$	793 \$	3,867 \$	3,334 \$	2,782 \$	3,310 \$	3,931 \$	1,329 \$	2,692 \$	- \$	- \$	29,635
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 \$	3,785 \$	3,785 \$	- \$	41,638
Information Technology	\$ 108 \$	108 \$	108 \$	108 \$	108 \$	108 \$	108 \$	108 \$	108 \$	108 \$	108 \$	- \$	1,192
Website Maintenance	\$ 72 \$	72 \$	72 \$	72 \$	72 \$	72 \$	72 \$	72 \$	72 \$	72 \$	72 \$	- \$	795
Telephone	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Postage	\$ 114 \$	2 \$	30 \$	374 \$	133 \$	363 \$	69 \$	121 \$	190 \$	37 \$	7 \$	- \$	1,438
Printing & Binding	\$ 8 \$	- \$	- \$	- \$	2 \$	6 \$	- \$	- \$	- \$	172 \$	- \$	- \$	189
Insurance	\$ 7,763 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	7,763
Legal Advertising	\$ - \$	304 \$	270 \$	299 \$	- \$	- \$	- \$	- \$	- \$	658 \$	- \$	- \$	1,531
Other Current Charges	\$ 125 \$	124 \$	88 \$	56 \$	58 \$	59 \$	59 \$	109 \$	113 \$	85 \$	48 \$	- \$	922
Office Supplies	\$ 0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	73 \$	0 \$	7 \$	0 \$	- \$	82
Property Appraiser	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	9,537 \$	- \$	9,537
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative:	\$ 22,508 \$	11,010 \$	7,547 \$	10,244 \$	13,802 \$	10,051 \$	15,307 \$	13,807 \$	7,285 \$	10,569 \$	15,045 \$	- \$	137,174

### Community Development District Month to Month

	0ct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operation and Maintenance													
Field Services	\$ 928 \$	928 \$	928 \$	928 \$	928 \$	928 \$	928 \$	928 \$	928 \$	928 \$	928 \$	- \$	10,212
Property Insurance	\$ 22,169 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	22,169
Electric	\$ 81 \$	88 \$	170 \$	104 \$	- \$	208 \$	104 \$	105 \$	110 \$	107 \$	200 \$	- \$	1,279
Landscape Maintenance	\$ 16,081 \$	16,081 \$	16,081 \$	16,081 \$	16,081 \$	16,081 \$	16,081 \$	16,081 \$	16,081 \$	16,081 \$	16,081 \$	- \$	176,893
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 \$	12,748 \$	12,748 \$	- \$	140,228
Aquatic Midge Management	\$ 14,702 \$	14,702 \$	14,702 \$	14,702 \$	14,702 \$	14,702 \$	14,702 \$	14,702 \$	14,702 \$	14,702 \$	14,702 \$	- \$	161,725
R&M - Plant Replacement	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Storm Structure Repairs	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,757 \$	- \$	1,757
Contingency	\$ 59,600 \$	13,500 \$	650 \$	1,271 \$	1,002 \$	- \$	- \$	3,433 \$	- \$	- \$	2,850 \$	- \$	82,305
Total Operations & Maintenance:	\$ 126,310 \$	58,048 \$	45,280 \$	45,835 \$	45,462 \$	44,668 \$	44,564 \$	47,997 \$	46,665 \$	44,567 \$	49,267 \$	- \$	598,664
Other Expenditures													
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 \$	53,950 \$	55,136 \$	64,312 \$	- \$	785,838
Net Change in Fund Balance	\$ (197,221) \$	165,905 \$	500,796 \$	(22,787) \$	(27,464) \$	(41,843) \$	(31,725) \$	(55,646) \$	(43,405) \$	(53,587) \$	(63,010) \$	- \$	130,013

#### **Community Development District Special Assessment Receipts** Fiscal Year 2025

#### MAINTENANCE ASSESSMENTS

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

													100%
		Gr	oss Assessments							N	et Assessments		
Date	Distribution		Received	Dis	counts/Penalties	Coi	nmissions Paid	In	terest Income		Received	G	eneral Fund
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%

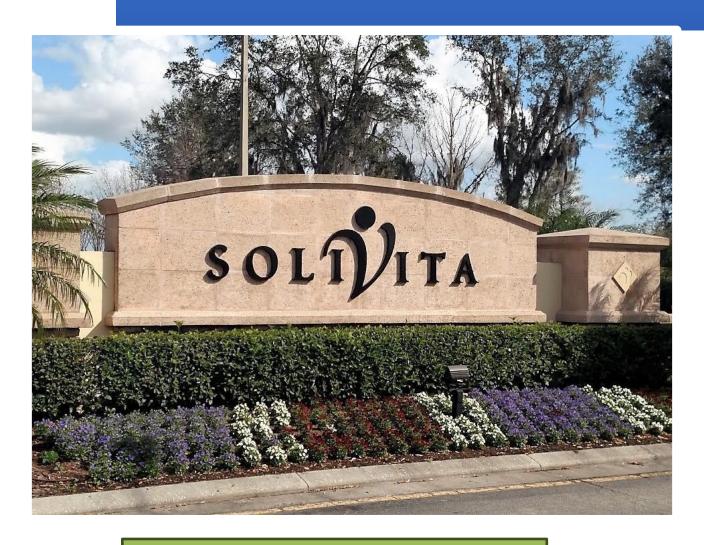
#### DEBT SERVICE ASSESSMENTS

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

													100%
		Gra	oss Assessments							N	et Assessments		
Date	Distribution		Received	Disc	ounts/Penalties	Со	mmissions Paid	Ir	nterest Income		Received	Deb	t Service Fund
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

### Community Development District

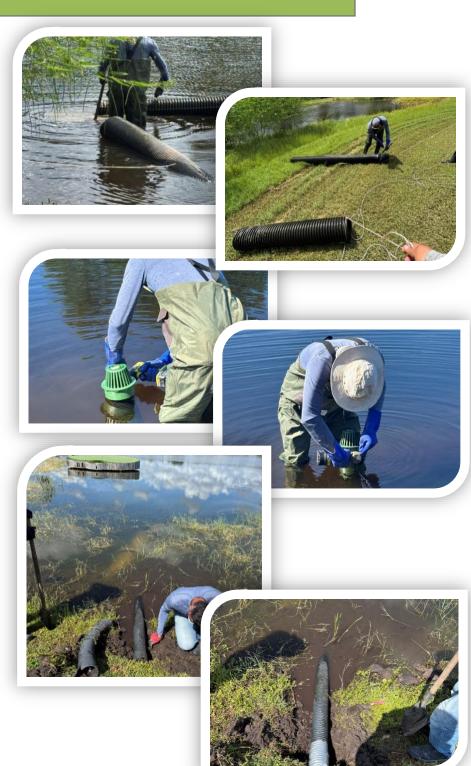


October 17<sup>th</sup>, 2025
Joel Blanco - Field Services Manager
GMS

### Completed

### Repairs Pertaining to the Engineer's Report

- ♣ Field Staff scheduled maintenance to complete repairs as indicated in the annual engineer's report.
- ♣ Maintenance staff shorten corrugated bleeder drain pipes in both A-6 and C-14 and added atrium filter heads on both drain pipes.
- ♣ Damaged corrugated pipe in C-1 was dug out with damaged pipe removed and replaced. Atrium filter head was added with area backfilled.
- Weir grate in B-6 was reset.
- Light bulbs in both Bella Viana and Venezia were replaced with working bulbs.



### Site Items

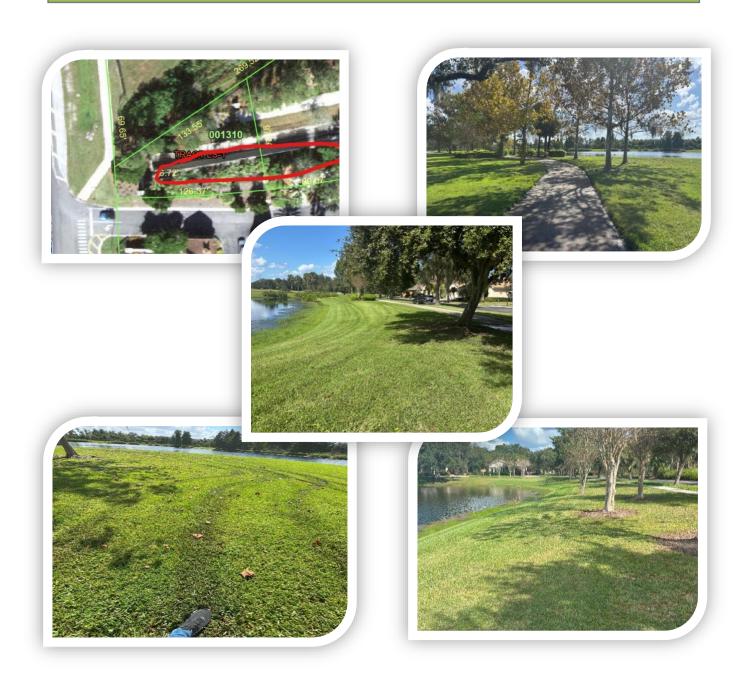
### Landscape Review



- Field Staff has continued to review the landscaping throughout the district.
- During reviews, a mainline break was spotted on a HOA owned tract behind Amalfi Ln. with washout effecting bank area where drainsox was completed.
- Juniper repaired the mainline break with Solitude providing quote to restore the area.
- Landscaping area by the Bella Viana entrance of the Bella Viana tunnel was found with dead trees and weeds in the landscaping beds.
  Attached is a proposal to address the area.
- Shorehaven Park and Venezia Tunnel tracts were consistently and neatly mowed. Areas were wetter than usual causing tire tracks to appear.
- Overall mowing has been consistent and uniformed throughout reviews.

## Site Items

## Landscape Maintenance Review Cont'd



### Site Items

### **Pond Review**



- ♣ Field Staff has continued to review the ponds alongside the aquatics vendor throughout the district.
- Note: Aquatics vendor will now be providing an Aquatics Maintenance Report alongside their Treatment Log. Report will be highlighting and reporting on ponds that have needed additional assistance and updates on ponds that have had received multiple treatments.
- ♣ Littorals in both
  Shorehaven Park
  (Fireflags) and E3's
  littorals (spike rush,
  pickerelweed, and duck
  potatoe mix) are at
  their maximum height
- Pictures: L to R—E3, A2, B15, B11, and A8.

## Conclusion

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

Respectfully,

Joel Blanco

## SECTION 1



Aquatics Maintenance Report
Poinciana CDD
September 2025

### **Inspection Report**

#### Pond: A-7





Comments: This is a golf course pond that has grasses and a small amount of algae, my main challenge at this pond is the golf course maintenance crew not mowing to the edge, always leaving a 2-3 foot swath of tall grasses, 2-3 feet tall. When spraying these ponds, it really makes it difficult to spray target grasses and not have non-target plants killed! These grasses were sprayed on 10-1, and will be revisited in 2 weeks with a new picture.

#### Pond: A-8





Comments: This pond has a history of spikerush, I treated the grasses on 10-1 and will treat the spikerush this week. I will revisit this site in 2 weeks for an updated picture.

### **Inspection Report**

### Pond: A-9





Comments: Hydrilla and grass pond, have been lucky and got the boat in here a couple of times, when the berm isn't flooded. Grasses and hydrilla are dying, I will need to get another hydrilla treatment in this month, which should get rid of it.

#### Pond: A-10A





Comments: This pond has hydrilla and algae, my last treatment has cleared it up nicely. It has a fringe of grasses that has been treated and is dying. This pond will revisited in 2 weeks.

# **Inspection Report**

# Pond: A-12





Comments: This pond has hydrilla, grasses and floating heart. I have a few challenges on this pond. They have planted littorals around and the hydrilla and floating heart like to get in them. I try my best to limit off target kills, but to properly kill those 2 weeds, I must spray some of them. I have used the boat on this pond twice in the last month or so and have gotten a great kill. I will revisit in 2 weeks.

# Pond: A-13





Comments: This pond is loaded with floating heart and now is starting to get hydrilla. I got a great treatment on both and will continue to monitor the site.

# **Inspection Report**

# Pond: C-6B

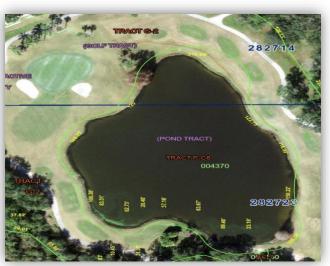




Comments: Golf course that has algae issues, another pond they like to let the grasses grow up the banks. I treated the grasses recently and will treat the algae this month. Will revisit 2 weeks after algae treatment.

# Pond: C-8





Comments: Golf course pond that has the edge grass issue like all the golf course ponds have. Sprayed grasses on 10-1 and will revisit site in 2 weeks.

# **Inspection Report**

# Pond: C-17





Comments: Hydrilla pond that I treated recently and looks nice. Will revisit in 2 weeks.

# Pond: D-5





Comments: This pond has hydrilla, baby tears and grasses. This pond has a lot of littorals and we need to get me boat access so I can treat the hydrilla without nuking the littorals. I sprayed the grasses last month and will discuss a hydrilla treatment plan with Joel this week, our only option for boat launch is blocked by bottle bush trees, that needs to be removed. I will revisit in 2 weeks with updated picture of grasses.

Pond #	Date Serviced	Algae	Grasses	Submersed Weeds	No Treatment Needed	Comments
OD-01	9-25		AN ECO			
OD-02	9-25		AN ECO			
DD-03	9-25		AN ECO			
DD-04	9-11		AN ECO			
DD-05	9-25		AN ECO			
OD-06	9-25					INSPECTED GRASSES
OD-07	9-25					INSPECTED GRASSES
OD-08	9-25					INSPECTED GRASSES
OD-09	9-25					INSPECTED GRASSES
OD-10	9-25					INSPECTED GRASSES
OD-11	9-25		AN ECO			
OC-01	9-16			909 CAPT TRI		
OC-02	9-16		AN ECO			
OC-03					X	
OC-06A	9-11		AN ECO			
OC-06B	9-11		AN ECO			
OC-08	9-11				X	
OC-09	9-11		AN ECO			
OC-10	9-11		AN ECO			
OC-11	9-11		AN ECO			
OC-12	9-11		AN ECO	909 TRI		
OC-13	9-11		AN ECO			
OC-14	9-11		AN ECO			
OC-15	9-11		AN ECO			
OC-16	9-11		AN ECO			
OC-17	9-11		AN ECO			
OC-18	9-11		AN ECO	909 TRI		
OC-19	9-11		AN ECO			
OC-20	9-11		AN ECO			
OB-01	9-10				X	
OB-05	9-10				X	
OB-06	9-10				X	
OB-11	9-10				X	
OB-15	9-16			909 TRI		
OB-16	9-10				X	
OF-07	9-24				X	
OA-01	9-12				X	
OA-02	9-12				X	
OA-03	9-4		AN ECO			
OA-04	9-4		AN ECO			
OA-05	9-4		AN ECO			
OA-06	9-4		AN ECO			
OA-07	9-4		AN ECO			
OA-08	9-3		AN ECO			
OA-09	9-4		AN ECO	909 TRI		
OA-10A	9-4		AN ECO			
OA-10B	9-4		AN ECO			
OA-11	9-4		AN ECO			
OA-12	9-4		AN ECO	909 TRI		
OA-13	9-4		AN ECO			
OA-20	9-12		AN ECO			
OA-20	9-12		AN ECO			
OA-22	9-12		AN ECO			

OO-POLK	Club Pond				
OE-01	9-12	AN ECO			
OE-02	9-12	AN ECO			
OE-03	9-12			X	
OE-05	9-12	AN ECO			
OE-06	9-12	AN ECO			
OE-08	9-12	AN ECO			
OE-11	9-12	AN ECO			
OE-15	9-12	AN ECO			
OE-18	9-12	AN ECO			
OE-19	9-12	AN ECO			
OE-21	9-12	AN ECO			
OE-31	9-12	AN ECO			
P-1	9-24	AN ECO			
P-2	9-17	AN ECO			
P-3	9-24	AN ECO			
P-4	9-24	AN ECO			
P-5	9-24	AN ECO			
P-6	9-18	AN ECO	909 191		
P-8	9-24			X	
P-9	9-24	AN ECO			
P-10	9-24			Х	
P-11	9-24	AN ECO			
P-13	9-24	AN ECO			
P-14	9-24			X	
P-15	9-24			X	
5A-P-16	9-25			X	
5C-P-16	9-25			X	
OS-3	9-25			Х	
5E-W-C-3	9-12	AN ECO			
P-1F	9-4	AN ECO			
Canal 1	9-4			Х	

# SECTION 2



Page 1 of 1 Monday, October 6, 2025

Run By: kissasst

#### Poinciana Community Development Dist (\$07800)

#### Filter Date between 09/01/2025 and 09/30/2025

Customer	Work Type	Service Item	Service Item	Start Date	End Date	Used	Unit Of	
			Description			Quantity	Measure	Ponds Treated
S07800 - Poinciana Community Development Dist	Comfort Pack	KIS2911 - BP Barrier		09/19/2025	09/19/2025	0.03	mi	
						0.03		
S07800 - Poinciana Community Development Dist	Municipal Back Pack	KIS1768 - Nat G30 10 lbs per acre		09/22/2025	09/22/2025	14.84	acr	2,4,6,7,8,9,10,11,12,13,14,15,16,17,19,20,22,P-003,P-0010,P-001F
S07800 - Poinciana Community Development Dist	Municipal Back Pack	KIS1818 - Strike Pellets 10lbs/acre		09/22/2025	09/23/2025	9.69	acr	1,3,5,18,21,23
						24.53		
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		09/02/2025	09/02/2025	11.30	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		09/05/2025	09/05/2025	15.50	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		09/12/2025	09/12/2025	14.80	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		09/18/2025	09/18/2025	15.40	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		09/19/2025	09/19/2025	11.40	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		09/26/2025	09/26/2025	11.30	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		09/26/2025	09/26/2025	17.00	mi	
						96.70		

1/2 10/5/2025 1:22:15 PM

# SECTION 3

Date Resident	Address	Contact Given	Pond	Complaint	Assigned To	Resolution	Date Resolved
0/40/2025	426 841		2.24				00/44/2025
9/10/2025 Judy Lipkin	136 Milan Lane		P-D1	"fuzzy" surface; suspected algae bloom	Joel	Reviewed and reported to aquatics vendor for treatment.	09/11/2025
0/40/0005 0 0 1	746.01		2.20			Reviewed area (signs of treatment taking effect on hydrilla) will continue	
9/12/2025 Greg Coach	716 Shorehaven Dr.		P-D8	High edge grasses/weeds	Joel	to monitor.	09/18/25
9/15/2025 Connie Strittmatter	3311 Fallbrook Dr.		P-5	Midge activity	Joel	Reported to Midge Maintenance Vendor.	09/15/2025
9/15/2025 Robert Zimbardi	524 Catania Lane		B1	Midge activity	Joel	Reported to Midge Maintenance Vendor.	09/15/2025
9/15/2025 Donna Hamilton	219 Treviso Dr.		P-1F	Midge activity	Joel	Reported to Midge Maintenance Vendor.	09/15/25
				Midge activity; requesting more treatment and a fog spray as close to the		Spoke to Midge Maintenance Vendor, they will accomodate the residents	5
9/16/2025 Janet Davidson	124 Amalfi Lane		PE3	home as possible, near lanai and front door if possible	Joel	request.	09/16/25
9/16/2025 Jeffrey Schmidt	612 Volterra Blvd		PA21	Requesting maintenance of pond	Joel	Reviewed the area and reported to vendor for treatment.	09/18/25
9/16/2025 Linda				Requesting maintenance and cleanup of dead weeds, trees	Joel/Developer	Buffer zone maintained by developer, not CDD	09/16/25
9/22/2025 Barb Reinhold	3639 Via Monte Napoleone Dr.		C4	Midge activity worsening; requesting more treatment	Joel	Reported to Midge Maintenance Vendor.	09/22/25
9/23/2025 Judy Lipkin	136 Milan Lane		P-D1	Algae; requesting call back	Joel	Reviewed area (edge grasses appear treated) will continue to monitor.	09/25/25
9/23/2025 Greg Coach	716 Shorehaven Dr.		P-D8	Following up on previous complaint; high edge grasses/weeds		Relayed that vendor is scheduling boat treatment for hydrilla.	09/23/25
9/24/2025 Jim Wallace	365 Acadia Dr.		PC12	Requesting update, vendor previously said another treatment needed	Joel	Relayed that vendor is scheduling additional boat treatment for hydrilla.	09/25/25
9/24/2025 Kai Yee	75 Knoll Wood Dr.		Canal 1	Overgrown weeds/edge grasses, unpleasant smell; requesting clean up	Joel/TM	Pond owned by TM; Joel forwarded to TM	09/24/25
10/4/2025 Jerry Urgelles	189 Torino Lane		P-B5	Midge activity		Reported to Midge Maintenance Vendor.	10/04/25

# SECTION 4

# SECTION A



Proposal

Date: 10/13/2025

Work Order #18768

**PO** #

**Customer:** 

Poinciana Community Development District c/o Governmental Management Services 6200 Lee Vista Blvd Suite 300 Orlando, FL 32822 **Property:** 

Poinciana Community Development District

, FL

# One Time Clean Up

Remove dead Oleander trees on the inside of the Bella Viana gate entry. Line trim weeds and spray.

Haul all debris

One Time Clean Up

One Time Clean Up

**PROJECT TOTAL:** 

\$250.00

# **Terms & Conditions**

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$250.00), with payments to be made as follows:

50% Deposit with the Remaining Balance Due Upon Completion with a signed proposal.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Ву		Ву	
	Jaime Fierro		
Date	10/13/2025	Date	
	Floralawn	Poinciana Community Development District	

# SECTION B



# Proposal

Date: 10/13/2025 Work Order #18769

**PO** #

# **Customer:**

Poinciana Community Development District c/o Governmental Management Services 6200 Lee Vista Blvd Suite 300 Orlando, FL 32822

# **Property:**

Poinciana Community Development District

, FL

# One Time Clean Up

Cut down are overgrown at the rear of Apian Trail in Bella Viana to waters edge

# One Time Clean Up

One Time Clean Up

**PROJECT TOTAL:** 

\$1,500.00

# **Terms & Conditions**

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$1,500.00), with payments to be made as follows:

50% Deposit with the Remaining Balance Due Upon Completion with a signed proposal.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Ву		Ву	
	Jaime Fierro		
Date	10/13/2025	Date	
	Floralawn	Poinciana Community Development District	

# SECTION 5

#### Begin forwarded message:

From: Cherrief Jackson <cjackson@clarke.com>
Subject: RE: [EXT] Re: Midge treatment
Date: October 9, 2025 at 12:10:25 PM EDT

To: Tricia Adams <tadams@gmscfl.com>, Rick McKelvey <rbmckelvey@gmail.com>

Cc: Joel Blanco <jblanco@gmscfl.com>

# Good morning everyone,

I think there may be some confusion regarding what was being requested. I apologize if I missed something, so I will clarify what I have provided.

- The contract and proposal(attached) lists all the ponds that are regularly inspected for treatment (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)
- I sent Tricia the answer as to how those ponds were added to the list many years ago: Around 2004 we did a full ecological study with a biologist from Volusia County, a UF professor, and our team to survey and evaluate the different ponds and which products worked in the lab vs in the field. We identified which species were present and the best treatments for them. The program was built based on that study.
- I also noted that: As far as treatment schedule, we aim for Thursdays but our visits can vary depending on how scheduling works with other jobs, technician availability, weather etc. All ponds on the contract are scheduled to be visited for inspection for the presence of midges and treated for them. The only time we deviate from this is when we receive requests to treat other ponds.
- I did send a log of all our treatments, but I realize it is not broken up by pond.

I will create a separate request to see how they can do that, but that is not how our software records treatments. I was not aware that you needed proof specifically of Pond B16 being treated, but I can get those dates and times! As Tricia mentioned, I submitted the proposal to add B16 to the contract which would add larvicide treatments and regular adulticide treatments.

The nature of the environment needed for midges to thrive is extremely common for retention ponds, so that essentially *all* of your ponds could be a great breeding place for midges. That does not mean that they all *will* have midges at some point. Clarke would happily treat all of your ponds with larvicide but that would come at great cost to the CDD. The best indicators that a new pond has midge issues is the residents letting us know. We previously discussed that Clarke would monitor the requests that come in and let you know if any ponds present a regular problem. With that said, when considering if a pond is truly a problem we look for multiple hatch offs during a year and multiple residents reporting them. We have seen a hatch off at a pond one time during one year and then never again for the next 5 years.

In summary, we will add whichever ponds that you would like to the contract for treatment! As a matter of professional integrity I will not recommend it if I do not think you truly need it.

I am available for a call on Tuesday if you all would like to discuss further. I've reached out to our Operations Manager to see if he can join us as well. My calendar is open from 11:30 through the end of that day. Thank you for your discussion and have a great weekend!

Best regards,

Cherrief Jackson
Control Consultant – Central Florida



cjackson@clarke.com (407) 212-0892

3036 Michigan Ave | Kissimmee, FL, 32714 Clarke.com



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Run By: cchallacombe

# Poinciana Community Development Dist (\$07800)

## Filter Date between 10/01/2024 a

Customer	Work Type	Service Item	Service Item  Description	Start Date	End Date	Used Quantity
S07800 - Poinciana Community Development	Comfort Pack	KIS2911 - BP Barrier		09/19/2025	09/19/2025	0.03
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		01/03/2025	01/03/2025	2.44
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		01/23/2025	01/23/2025	14.85
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		01/23/2025	01/23/2025	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		02/27/2025	03/04/2025	14.85
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		03/04/2025	03/04/2025	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		03/27/2025	03/27/2025	14.85
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		03/27/2025	03/27/2025	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		03/28/2025	03/28/2025	0.41
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		04/30/2025	04/30/2025	14.85
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		04/30/2025	04/30/2025	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		05/28/2025	05/28/2025	14.85
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		05/28/2025	05/28/2025	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		06/25/2025	06/27/2025	14.85
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		06/25/2025	06/27/2025	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		07/23/2025	07/23/2025	14.85
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		07/23/2025	07/23/2025	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		08/28/2025	08/28/2025	15.09
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		08/28/2025	08/28/2025	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		09/22/2025	09/22/2025	14.84
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		09/22/2025	09/23/2025	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre		10/18/2024	10/18/2024	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		10/18/2024	10/18/2024	12.41
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre		11/18/2024	11/18/2024	19.76



Run By: cchallacombe

# Poinciana Community Development Dist (\$07800)

## Filter Date between 10/01/2024 a

S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre	11/18/2024	11/18/2024	9.69
S07800 - Poinciana Community Development	Municipal Back	KIS1768 - Nat G30 10 lbs per acre	12/18/2024	12/18/2024	12.41
S07800 - Poinciana Community Development	Municipal Back	KIS1818 - Strike Pellets 10lbs/acre	12/18/2024	12/18/2024	9.69
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	01/13/2025	01/13/2025	9.60
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	01/16/2025	01/16/2025	11.00
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	01/31/2025	01/31/2025	12.10
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	02/06/2025	02/06/2025	9.63
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	02/07/2025	02/07/2025	12.30
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	02/14/2025	02/14/2025	9.40
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	02/14/2025	02/14/2025	11.80
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	02/20/2025	02/20/2025	9.80
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	02/25/2025	02/25/2025	10.80
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	02/28/2025	02/28/2025	11.60
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	03/06/2025	03/06/2025	11.60
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	03/07/2025	03/07/2025	18.90
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	03/11/2025	03/11/2025	13.52
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	03/13/2025	03/13/2025	11.50
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	03/20/2025	03/20/2025	16.10
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	03/21/2025	03/21/2025	11.60
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	03/24/2025	03/24/2025	10.95
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	03/28/2025	03/28/2025	16.20
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	04/03/2025	04/03/2025	13.10
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	04/03/2025	04/03/2025	16.20
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	04/10/2025	04/10/2025	16.20
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	04/11/2025	04/11/2025	16.70
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	04/18/2025	04/18/2025	12.20
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	04/25/2025	04/25/2025	11.40



Run By: cchallacombe

# Poinciana Community Development Dist (\$07800)

## Filter Date between 10/01/2024 a

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S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	04/25/2025	04/25/2025	16.30
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	05/01/2025	05/01/2025	19.50
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	05/02/2025	05/02/2025	11.48
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	05/08/2025	05/08/2025	16.20
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	05/09/2025	05/09/2025	10.98
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	05/16/2025	05/16/2025	12.30
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	05/16/2025	05/16/2025	16.30
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	05/23/2025	05/23/2025	12.10
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	05/23/2025	05/23/2025	13.00
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	05/30/2025	05/30/2025	11.50
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	05/30/2025	05/30/2025	12.40
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	06/05/2025	06/05/2025	10.60
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	06/06/2025	06/06/2025	11.40
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	06/12/2025	06/12/2025	15.20
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	06/13/2025	06/13/2025	12.45
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	06/19/2025	06/19/2025	16.30
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	06/20/2025	06/20/2025	11.40
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	06/26/2025	06/26/2025	16.60
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	06/27/2025	06/27/2025	9.90
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	07/02/2025	07/02/2025	10.80
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	07/03/2025	07/03/2025	22.10
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	07/09/2025	07/09/2025	10.70
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	07/10/2025	07/10/2025	16.00
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	07/16/2025	07/16/2025	11.10
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	07/17/2025	07/17/2025	15.30
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	07/22/2025	07/22/2025	11.50
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	07/24/2025	07/24/2025	15.70
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	07/30/2025	07/30/2025	8.50



Run By: cchallacombe

# **All Services By Customer Summary**

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# Poinciana Community Development Dist (\$07800)

## Filter Date between 10/01/2024 a

S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	07/31/2025	07/31/2025	16.70
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/07/2025	08/07/2025	15.70
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/08/2025	08/08/2025	11.10
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/14/2025	08/14/2025	15.50
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/15/2025	08/15/2025	11.70
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/21/2025	08/21/2025	15.60
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/22/2025	08/22/2025	11.20
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	08/28/2025	08/28/2025	15.60
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	08/29/2025	08/29/2025	11.10
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	09/02/2025	09/02/2025	11.30
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	09/05/2025	09/05/2025	15.50
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	09/12/2025	09/12/2025	14.80
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	09/18/2025	09/18/2025	15.40
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	09/19/2025	09/19/2025	11.40
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	09/26/2025	09/26/2025	11.30
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	09/26/2025	09/26/2025	17.00
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	10/01/2024	10/01/2024	9.80
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	10/17/2024	10/17/2024	9.60
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	10/24/2024	10/24/2024	10.90
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	10/31/2024	10/31/2024	8.80
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	11/07/2024	11/07/2024	10.90
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	11/15/2024	11/15/2024	9.60
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	11/22/2024	11/22/2024	10.80
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	11/25/2024	11/25/2024	9.60
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	12/05/2024	12/05/2024	9.60
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	12/05/2024	12/05/2024	11.50
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	12/12/2024	12/12/2024	9.23
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	12/12/2024	12/12/2024	11.10



Filter Date between 10/01/2024 a

Run By: cchallacombe

# Poinciana Community Development Dist (\$07800)

S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	12/16/2024	12/16/2024	8.71
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	12/19/2024	12/19/2024	11.10
S07800 - Poinciana Community Development	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV	12/23/2024	12/23/2024	11.03
S07800 - Poinciana Community Development	Night Truck	KIS2827 - Biomist 4+4 Truck ULV	12/23/2024	12/23/2024	11.10

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# 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-lOa, A-lOb, A-11, A-12, A-13, B-1, B-15, C-2, C-10, C-12, C-20, D-5, D-6, D-7, D-8, D-9, E-1, E-2, E-3, E-21, E-31, F-7, P-10, P-3, P-1F) as needed up to 145 acres. Larval treatments scheduled as needed to maximize effectiveness of aquatic midge control services.

## Part III. Adult Midge Control

- A. Adulticiding in mosquito harborage areas:
  - 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.



Clarke Environmental Mosquito Management, Inc.
2025-26 Midge Service Agreement | Poinciana Community
Development District, 219 East Livingston Street, Orlando, FL 32801

I. <u>Program Payment Plan:</u> 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:

For Poinciana Communit	y Development District:	
Sign Name:	Title:	Date:
For Clarke Environmenta	Il Mosquito Management, Inc.:	
Name:	Title: Control Consul	tant Date:
Cherrief Jack	son	