

Poinciana
Community Development District

Agenda Package

November 19, 2025

AGENDA

Poinciana

Community Development District

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

November 12, 2025

**Board of Supervisors
Poinciana Community
Development District**

Dear Board Members:

The Board of Supervisors of Poinciana Community Development District will meet **Wednesday, November 19, 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 October 15, 2025 Board of Supervisors Meeting
5. Consideration of Fishing Policies
 - A. Proposed Policies
 - B. Proposed Map
6. Consideration of French Drain Application
7. Consideration of Grass Carp and Barrier Screen Proposal
8. Consideration of Proposals for Littoral Plantings
9. Consideration of Adding Larvicide Treatment to Pond C4
10. Designation of Chairman to Discuss Potential Transfer of Wetlands and Stormwater Ponds to CDD
11. Report from Supervisor Nelson Regarding CDD Accounting
12. 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
- 13. Supervisor's Requests
- 14. Other Business
- 15. General Audience Comments
- 16. Status of December 17, 2025 Meeting
- 17. 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, **October 15, 2025**, at 12:00 p.m. via Zoom Communication Media Technology and in the Gator Room, 385 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

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

Also present were:

Tricia Adams	District Manager
Jay Lazarovich	District Counsel
Kathleen Leo	District Engineer
Joel Blanco	Field Services
Cherrief Jackson	Clarke Midge Control
Carl Warren	Solivita HOA President
Members of Solivita Fishing Club	
Residents	

The following is a summary of the discussions and actions taken at the October 15, 2025, Poinciana Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll at 12:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

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

Mr. Cameron introduced Mr. Carl Warren, Solivita HOA President. Ms. Adams opened the Public Comment Period. Mr. Jim Jeffries of 346 New River Drive thanked the Board for the consideration Pond B16 to the larvicide program, as he had not seen any improvements with the efforts that have been undertaken thus far. Mr. Tom Guninski of 669 Glendora Drive voiced concern about the ponds in Shorehaven and the plant life along the banks, which blocked off views of the ponds. Mr. Cameron recalled this issue coming up last month and they were working on it. Ms. Sunshine Croce of 1930 Molise Drive reviewed the minutes and noticed that the Fishing Policy was revised. She did not mind anyone fishing but did mind them fishing in her backyard and requested that the Board reconsider that portion of the Fishing Policy. Mr. Cameron pointed out that this would be discussed later, but those edits were recommended by the Fishing Club. When the Board considered the Fishing Policy, Mr. McKelvey requested that members of the Fishing Club be allowed to comment. Mr. Cameron had no problem with this. There being no further comments, Ms. Adams closed the audience comments period.

FOURTH ORDER OF BUSINESS**Approval of Minutes of the September 17, 2025, Board of Supervisors Meeting**

Mr. McKelvey pointed out where he was requesting the address, it was Mr. Cameron. Mr. Reed indicated on the bottom of Page 16, Pond D1 should be B1.

On MOTION by Ms. Nelson seconded by Mr. Zimbardi with all in favor the Minutes of the September 17, 2025, Board of Supervisors Meeting were approved as amended.

FIFTH ORDER OF BUSINESS**Consideration of Proposal to Share Cost with Solivita Association for Apian Place Gate Near Pond E21**

Mr. Cameron reported that the properties on the other side of E21, were part of Solivita and the grass was not being maintained. The HOA was cited by the county for not mowing the outside of the fence. The solution was to install a lockable gate in that fence, so that the CDD and the Solivita Association could access it. The cost was \$2,300 for the gate, with the CDD paying for half of the cost or \$1,150.

On MOTION by Mr. Reed seconded by Mr. Zimbardi with all in favor the proposal to share the cost of \$2,300 for a gate near Pond E21 with the Solivita Association was approved.

A. Consideration of Easement Agreement with Solivita Association for Apian Place Near Pond E21

Mr. Cameron recalled that there was a written email to allow the CDD to access the property near Pond E21, to do initial mowing and this approval would allow the Solivita Association and the CDD to access the gate. This morning, he received an email from the President of the HOA, granting the CDD access through the gate. According to Ms. Jan Carpenter, the email was sufficient. Mr. Lazarovich would review the email. Ms. Adams pointed out that District Counsel would determine whether a recorded maintenance easement would be prudent to guarantee access in perpetuity. Mr. Cameron requested a motion to approve the Easement Agreement, subject to District Counsel review.

On MOTION by Mr. Zimbardi seconded by Ms. Nelson with all in favor the Easement Agreement with the Solivita Association to access. Property near Pond E21 for maintenance, subject to review by District Counsel was approved.

SIXTH ORDER OF BUSINESS

Consideration of Addendum to Agreement with Clarke for Addition of Pond B16 to Larvicide Program

Ms. Adams requested that this item be discussed later in the meeting, as Ms. Cherrief Jackson of Clarke was attending the Solivita Health Fair and would arrive shortly. Mr. Cameron agreed.

SEVENTH ORDER OF BUSINESS

Review of Proposed Fishing Policies

A. Review of Solivita Fishing Club Feedback

Mr. Cameron requested that Mr. McKelvey discuss this matter, as he was working with the Solivita Fishing Club. Revisions of the proposed Fishing Policies were provided to the Board. The following members of the Solivita Fishing Club addressed the Board:

- Mr. Jim Clough of 236 Bay Drive and President of the Solivita Fishing Club reviewed the Fishing Policies and found no issue with points one through seven, but would like to discuss point eight, which stated: *“Residential/private property*

should 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." He requested deleting, *"And are not general grants for access for fishing or any other recreational purpose."*

Ms. Nelson questioned why the Fishing Club members were insistent about striking this language and fish in any pond wherever that they want to, if they were agreeable to not walking across people's property. Mr. Clough explained that the easement was a neutral zone. Ms. Nelson pointed out that residents did not want someone fishing behind their home. Mr. Clough noted that anglers would use common sense and respect when fishing on PCDD property, to not trouble or inconvenience the homeowner. Ms. Nelson suggested that they agree to fishing only in certain ponds and that someone fishing should not expect to be able to go wherever they wanted to go. Mr. Clough pointed out that the resident who said that she did not want people fishing behind her home, should ask them to move on. Mr. Cameron pointed out that there were areas on almost every pond in Solivita that they could access without going behind someone's house. Mr. Clough indicated that 90% stay within the areas that were not behind someone's house. Ms. Nelson emphasized that they were not making this policy for just the Fishing Club, as it was for the entire community. Restricting what ponds people could fish on, was a much better way to handle the community, than saying that they could go behind somebody's house if they get permission.

Mr. Clough felt that the Board already made up their mind and were breaking the norm of what was accepted for 25 years. Mr. McKelvey pointed out that residents have approached him to say that they enjoy the fishermen behind their house and would go out to talk to them. Mr. Clough noted that this was more common than someone chasing them off, because if restrictions were applied, it would diminish their freedom to fish. Mr. Cameron further pointed out that this proposal included educating residents, so they have permission to ask fishermen to move from behind their house. Ms. Nelson questioned why a resident should have to go out and ask them to move. Mr. Clough felt that the odds of a fisherman walking behind someone's lanai, fishing and being confronted by the homeowner, was insignificant. Ms. Nelson indicated that the people in favor of fishing wherever they want to fish, say that all the time. Mr. Clough recalled there were

only one or two complaints per year and wondered why the Board was addressing a problem that was not a problem. Ms. Nelson pointed out that it was a problem, but it was not her problem, because she did not live on a pond, but people have stopped her, and she received emails from people complaining. Restricting what ponds people could fish on, could be enforced better than asking someone to move. Mr. Zimbardi pointed out that the CDD had no enforcement authority. Ms. Nelson spoke to the security guards and was informed that they were following the HOA policy stating that fishing was allowed. Therefore, if a resident did not want someone fishing behind their house, the security guard could not do anything, and the Board was trying to figure out the best way to address it.

Mr. Clough recommended having a softer policy, as they could not get a Sheriff to come out to chase someone off a resident's property, when they were on CDD property. Ms. Nelson pointed out that the CDD's policy was that fishing was not allowed, which could be enforced by the Sheriff's Department. The fishing community would ignore the policy, but the Fishing Club would respect a policy that makes sense for them; however, they could not control what outside members of the Club do, unless they enact some training. Therefore, the recommendation of the Fishing Club was to start out with a softer policy and provide some training. If there was an issue, they could toughen up the policy in a year or two. Mr. Cameron explained if the CDD's policy was that fishing was prohibited on CDD property behind a home, this was enforceable by security asking them to move. Mr. Clough pointed out if a homeowner asked them to move, they would move without having to call security, which was what they would be teaching to the community. Ms. Nelson felt that the Fishing Club was being inflexible, because this was the third time that they sent revisions back and wanted to fish in all ponds, but at the same time, they were working with Mr. McKelvey on different ponds that people could fish on, that were not behind resident's homes.

- Ms. Sunshine Croce of 1930 Molise Drive voiced concern with golf carts driving across her lawn.

Mr. Clough asked if it was a specific person. Ms. Croce indicated that there were three different people. Mr. Clough pointed out that the Fishing Club's policy was for no golf carts behind any house. Ms. Croce had video of the people driving golf carts behind her home. Mr. Clough hoped to identify the person, to educate them. On Ms. Croce's specific pond, which was referred to as the RV pond, there were eight houses in a row and then open area all the way

around. The back of Ms. Croce's property had a shallow shoreline, which was not attractive to fishermen. They would educate the non-members to be respectful. Ms. Croce preferred that they fish elsewhere, as there were other ponds that they could fish on. When she asked fishermen to stop fishing behind her home, they ignored her. Ms. Nelson was not worried about the Fishing Club but was worried about people that were not in the Fishing Club that may or may not listen to the soft policy. The Board was working on a solution.

- Mr. Mike Schouten of 939 Glendora Road South and the Vice President of the Fishing Club indicated that currently they had 88 members and every pond that was fishable, there was a member on that pond. In 2012, there was a No Fishing Policy and that same year, the Fishing Club started Fish for Trash and since then, removed over 6,000 pounds of trash. However, this year since construction stopped, they have only removed 200 to 300 pounds.

Ms. Nelson pointed out that the HOA policy did not become a policy until three years ago, right before the builder turned over everything to the HOA. Fishing was not allowed, but they were informing residents that fishing was allowed. Mr. Schouten would like to know how to enforce it. Mr. Cameron recalled at last month's meeting, it was mentioned that the developer put in the master declaration, that people could fish on all ponds in Solivita, but Point 13.4 contradicts what they did right before turnover. Therefore, they did not have the legal authority to allow fishing on ponds that they did not own.

- Ms. Randy Croce of 1930 Molise Drive recalled that he previously lived in a community that backed up to a pond, where fishing was prohibited. Signs were posted. The revisions to the Fishing Policy stated that fishing was permitted within 15 feet of the bank, which was unacceptable. His wife was outspoken about it, as well as several of his neighbors, who were not happy about the golf carts and fishermen.

Mr. Zimbardi pointed out that there was nothing that the Board could do about enforcement and that the master declarations could be changed. Mr. Croce indicated that they could not direct the HOA to do so. Mr. Cameron noted that the developer had the right to make any changes to the master declaration. Mr. Zimbardi recalled that they did at one time, but not anymore. Mr. Warren indicated that if they owned lots, the developer had the right to change the documents, but at this time, they did not own any lots. Ms. Adams explained that the recorded

declarations govern private property; however, they were not usually applicable for CDD property, as CDD property was public property. Furthermore, before the proposed policies were reviewed by the Board, they were reviewed by the CDD's liability insurance provider, from a liability and safety perspective. One issue that they were adamant about, was if the CDD adopted a policy to allow for fishing, the fishing must take place in designated areas and signage would be installed, warning residents about the unsafe conditions of the stormwater pond. Mr. Lazarovich recalled other CDD's having an issue regarding golf carts on the pond bank causing damage to the property, which was expensive to repair. Ms. Nelson pointed out that it must be paid out of taxpayer funds. Mr. Reed believed that there would be a question of liability, if the Board approved fishing and residents paid the insurance and hoped that they did not get sued. Therefore, it did not matter whether they approved fishing or prohibited it. Mr. Lazarovich noted that the CDD could still be liable, if someone drives a golf cart onto CDD property and gets hurt, even with the policy. Mr. Cameron closed the floor to public comments.

Mr. Reed wanted to understand the CDD's liability, before he approved anything, as he did not want to do something that would put the community at risk. Mr. Lazarovich pointed out that they were trying to approve a policy, to warn the public that there was an inherent danger by doing this. Mr. Reed did not want the Board to be responsible for causing liability by approving fishing. Mr. Zimbardi felt that the Board needed to do something. Mr. Cameron pointed out that even if it was not legally enforceable, it was an educational tool and still served a valid purpose. Mr. Reed felt that all they could do, was write a policy that states what pond they could fish on and the dangers involved. Ms. Nelson asked if they could charge a user fee for people to fish on their ponds and issue a license. Mr. Lazarovich would investigate it further. Mr. Reed pointed out that there were ways to make it enforceable, but they needed to come up with something that would work for everyone and questioned how they would enforce catch and release. Ms. Nelson indicated that it was in the Fishing Club rules. Mr. McKelvey pointed out that they would teach people how to get the fish out of water and release it in a safe manner. Ms. Nelson agreed. Mr. Cameron recalled that he had a phone conversation with Ms. Jan Carpenter about boating on the ponds, because if the Board adopted a policy that officially allowed public access to their ponds, it would open it up to anyone. Ms. Carpenter advised him that the CDD could restrict who used the ponds. Therefore, if the Board adopted a policy, they could restrict it to Solivita residents only.

Ms. Adams clarified that there were public access requirements for recreational facilities, but not public access requirements for utilities. If the CDD had recreational facilities, public access was required. The CDD could meet the public access requirement by requiring a non-resident user application fee. The fee would be commensurate with a portion of the bond debt and operation and maintenance assessments. If paid, that would give the public user, the same privileges that a property owner within the District boundaries would have, relative to CDD recreational facilities. They would become a non-resident user and have the same privileges for CDD recreational facilities as property owners within the District boundaries. Mr. Cameron asked if the Fishing Club would be amenable to residents receiving a free license, based on training provided by the Fishing Club. Mr. Clough indicated that he was in favor of it. Ms. Leo recalled that there was a no fishing policy in place since 2012, which they could not enforce, but was worried about people falling into the ponds, due to the slope. There was a practical side, as there were conflicts between the Board policy and HOA policy and it might be best to leave sleeping dogs lie. Mr. Reed felt that was a good point. Mr. Cameron recommended tabling this matter. Mr. Reed was in favor of issuing a fishing license, so they have more control. Ms. Adams pointed out that the CDD had no law enforcement power and if they were talking about a fishing license that was issued by the State of Florida, it could only be enforced by a law enforcement officer in the State of Florida. Mr. Reed believed that they had the right to charge a fee for a fishing license and require that they be educated. However, if the Board wanted to approve something, he proposed making it temporary for a year and look at whether licensing was feasible. Mr. Cameron clarified that they were talking about a Solivita fishing permit, not a State of Florida license.

Mr. Lazarovich advised if the Board was to adopt a fee, there must be a rate hearing. Mr. Reed recommended rewriting the policy and softening it. Mr. Cameron suggested using the map that had ponds designated less dangerous and not behind people's houses for recommended ponds for fishing. Mr. Reed asked if this was unique in all of Florida. Ms. Adams pointed out that it was not unusual for CDDs to have fishing policies relative to the stormwater ponds. What was provided to the Board was based on the best practices for other Districts. Mr. Reed questioned what they were up against and whether it was a problem all over Florida, regarding liability. Ms. Adams confirmed that liability issues are prevalent in Florida. Mr. Lazarovich could not speak directly to ponds but recalled that they had lawsuits in the majority of CDDs for

sidewalk trips and falls. Mr. Reed felt as a government agency, the CDD had some limitations. Ms. Adams stated as a Florida government, there was a statutory liability cap known as sovereign immunity. Mr. Cameron asked if the insurance company wanted the District to have designated areas to fish. Ms. Adams confirmed that this was their recommendation. However, the Board was the policy making group and as such, could go against the recommendation from the attorney, the District Manager, the District Engineer, or the insurance provider, but the CDD Board needed to be aware of the risk. Mr. Cameron recalled that the insurance company would like for there to be signage at the designated ponds. Ms. Adams explained that the insurance company felt that there was less liability, if the CDD designated fishing areas and had warning signs. Mr. Cameron understood that Mr. Blanco provided a map of designated areas and requested a copy of it. Ms. Adams indicated that after the meeting, they planned to circulate a copy of that map for additional feedback from the Board. This item was tabled.

- **Consideration of Addendum to Agreement with Clarke for Addition of Pond B16 to Larvicide Program** (*Item 6*)

Ms. Cherrief Jackson of Clark was present, to present the addendum to the agreement with Clarke for the addition of Pond B16 to the larvicide program, which was included in the agenda package, along with some background information. An email was received from Mr. McKelvey, who had specific questions about the midge management program, including background about how the midge management program started and how ponds were identified for treatment. He also wanted a record of pond treatments year to date. The result of those questions was provided to the Board, along with the data that Ms. Jackson provided. Ms. Jackson answered questions on which ponds were treated and attached a proposal with a list of ponds from A9 to P1F. Last year, they added Ponds P10, P3 and P1F. There were also questions on how they arrived at the original list and her prior discussion about a full ecological study that was performed around 2004, that was prepared by a biologist from the University of Florida, who went out and surveyed all of the ponds, identifying what types of midges were present, which products worked in the lab versus the field and what the best treatment was. They built that program based on what they found, because at any given point, all of them were not going to have midge issues. As far as the treatment schedule, they used to treat every single Thursday, but now it might be a Wednesday or Friday, depending on the weather or the technician's schedule. The only time that they would deviate from the list, was when they received requests. A list of

treatments from October 2024 to August 2025, was provided to the Board, which included the ponds that they spray larvicide on.

Regarding the questions on whether they check the pond every time and what they do to evaluate the new ponds, because of the nature of the Florida environment and what was coming out of the ponds and what runs off into the ponds, Ms. Jackson indicated that the vast majority of them have a good environment for midges, but they were not all going to have midges. There was no rhyme or reason, because they could have a pond that looks nasty, but did not have midges or one that looked great and had midges. It was more about what was going on under the water. There were also some ponds that would have an issue for one month, which residents would contact them on and then they never hear from the residents again. It was not an exact science. The best way for them to know which ones were starting to have a problem, was from residents that called it in. The problem was that people did not know who to contact. Mr. Reed questioned who paid for the investigation and where the report was. Ms. Jackson did not know who paid for it, but would try to find the report, which was 21 years ago. Mr. Reed wanted to understand how the University of Florida was involved. Ms. Jackson recalled that they were invited. Mr. Cameron asked if the email that was sent to Mr. Blanco, included a list of all ponds that were regularly inspected for treatment and if the ponds were treated every month or inspected. Ms. Jackson explained if a pond had no midges, they would not spray it. They only bill for what they sprayed, not the mileage that they drove from pond to pond. Mr. Cameron understood that it was within their contract and not over and above their base contract.

Ms. Adams clarified that these were the ponds that were regularly inspected for treatment, but if there was an adulticide request by field staff, there was no additional fee to spray another pond. Ms. Jackson explained if there was a pond that was not on the list and there was an issue, if another pond did not have any issues, the technician could spray the pond that had an issue, instead of the one that had no issues. The CDD would not be charged twice, and they would not have to use extra product that they had not budgeted for. Mr. Reed pointed out that the CDD was paying a monthly fee regardless of whether Clarke sprayed or not. Mr. Cameron pointed out that the Board wanted to add Pond B16, which had always been a problem, but Clarke wanted to charge the CDD \$6,947.80, but if there was a request to do other ponds, they would do that as part of their base contract. Ms. Jackson explained that it did not include larvicide, just the adulticide. If they were asking for additional adulticide, the larvicide should be

added, because there was an ongoing issue, to get the population down. Ms. Nelson questioned how long it would take to get B16 under control. Ms. Jackson indicated that it depends on how bad the infestation was, but they probably would not see a change in the first three months. Ms. Nelson asked if they treated it yet. Ms. Adams confirmed that it was treated with an adulticide, but no larvicide. Ms. Nelson noted that she lived on Shorehaven and when the larvicide was not done correctly or for some time, she gets a breakout of midges on the front of her home, but when it was sprayed, they disappear. Mr. Jim Jeffries of 346 New River Drive recalled that the adulticide was sprayed on B16 but has not made a difference. Ms. Nelson pointed out that this was the reason for the larvicide being added.

Ms. Jackson reported that it takes everything to keep the midge population down. Anytime she sells a proposal for midges, she recommends using both the larvicide and adulticide, to keep as little as possible from coming out of the pond and at the same time, killing as many adults as possible, because they would lay eggs and start the process all over again. Mr. Reed questioned how many ponds were in Solivita 21 years ago. Mr. Reed pointed out that this was the reason why he wanted to see the report from 20 years ago, so that he could understand the process, how it all started, how they got where they were at and why they were paying so much money, as they were adding all of these ponds and no formal study was done. Ms. Jackson confirmed that besides these last three ponds, the rest were the original ones. They were currently treating 20 ponds. Mr. Reed noted that the others have not been a problem for the 13 years that he lived in the community and appreciated Ms. Jackson's help to get a handle on it. Ms. Jackson questioned what they were trying to get a handle on. Mr. Reed wanted to understand the situations and whether it was the right thing to be doing. Mr. Cameron clarified that the request was to know how they got to where they were, what they needed to do and where they needed to go in the future. Ms. Adams typically sees this issue with other CDDs that under development and experiencing midges. It was not an issue until there were houses around the pond, because it then impeded the resident's lifestyle and enjoyment of their outdoor space. Therefore, it was natural to add more ponds, as the development grows and as residents populate around a pond, based on resident feedback. Midges were a pest that annoyed residents.

Mr. Cameron felt that they needed to attack the larva and asked Mr. Blanco to provide a list of ponds where they installed gambusia fish and shrimp and compare it to the list of ponds that Clarke routinely treat. Money was an issue and if they could control it with fish and shrimp,

they could concentrate on other ponds. Ms. Nelson pointed out that B16 was a large pond. Mr. Cameron was in favor of the proposal to include B16 to the larvicide program but was thinking more of the long term and whether they needed to expand their fish and shrimp program and monitor it. Mr. Blanco pointed out in 2022 when the fish and shrimp were introduced, he was not the Field Manager, but would check with Mr. Clayton Smith, the prior Field Manager, to see how he was overseeing the population for those ponds and provide guidance on future ponds. However, the midge management was like algae management where one solution was not the entire solution. Some of the ponds may only need the fish and shrimp. Pond E3 had fish, shrimp and larvicide to keep midges under control. They could stock fish and shrimp in ponds, if there was a habitat for the fish. Mr. Cameron agreed that they needed to spray, but maybe look at the other options, as well as consider fish and shrimp for B16. Ms. Jackson indicated that plants could be placed around edges of the ponds, to help soak up some of the nutrients that flow into the pond. Other communities used aerators, to keep the water moving, but they were costly. Mr. Cameron would like to develop a midge management program, taking both the biological and the treatments that Ms. Jackson could bring back to the Board.

Ms. Nelson MOVED to approve the addendum to the agreement with Clarke for the addition of Pond B16 to the larvicide program in the amount of \$6,947.80 and Mr. McKelvey seconded the motion.

Ms. Nelson clarified that the current contract was \$182,000 and Clarke was adding \$6,947.80 to the total for the year, to bring the total amount to \$188,667.78. Ms. Nelson asked if there was money in the budget for this expenditure. Ms. Adams confirmed that there was enough money to cover the \$188,667.78.

On VOICE VOTE with all in favor the addendum to the agreement with Clarke for the addition of Pond B16 to the larvicide program in the amount of \$6,947.80 was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of License and
Maintenance Agreement Between
Poinciana CDD and Avatar Properties,
Inc.**

Mr. Cameron reported that the purpose of the License and Maintenance Agreement between the CDD and Avatar Properties, was for the CDD to handle the striping and any lighting on the Bella Viana tunnel that was on the Avatar Properties side. He tried to contact Nora at Avatar Properties to seek reimbursement, but she had not returned his phone call. She was informed that there was a License Agreement for this purpose, which she was fine with. Mr. Lazarovich confirmed that it was in a similar form to a License Agreement with the HOA, with a 10-year term and insurance indemnification. Mr. Cameron noted that Avatar would be billed for the cost of materials. Mr. Warren questioned what led to this. Mr. Cameron explained when coming into the Bella Viana tunnel from the golf course side, there were lights along the wall and striping down the middle. One side was owned by Avatar Properties. The CDD owned inside of the tunnel and going out along the Bella Viana side. It did not make sense for the CDD to do part of it and this agreement allowed the CDD to do the work and bill Avatar Properties for it. Ms. Adams requested that the Board approve the agreement in substantial form.

On MOTION by Ms. Nelson seconded by Mr. McKelvey with all in favor the License and Maintenance Agreement between the Poinciana CDD and Avatar Properties, Inc. in substantial form was approved.
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NINTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Lazarovich had no updates for the Board.

B. Engineer

Ms. Leo reported that she did some research on Pond B1 but did not have anything ready for the Board this month. She planned to get with Mr. Blanco, to understand the irrigation. There was a question about what rights the Central Florida Expressway (CFX) had to drain into the CDD ponds. She searched documentation that she had but could not find anything and would turn it back over to legal to see what they could come up with.

C. District Manager

Ms. Adams recalled that the Board earlier inquired about the status of litigation related to a trip and fall. That case was dismissed, and the online docket has this matter closed, as the plaintiff missed the statute of limitations to add the Poinciana CDD to the claim and the CDD never received a notice of claim. Mr. Cameron noted that was good news.

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. She reported on the following:

1. Monitor Central Florida Expressway – Poinciana Parkway Project: Parkway Connector: In process. Staff received correspondence regarding the CFX, which was distributed to the Board. They were not doing any other active work on this, other than Ms. Leo's research on the pond capacity and reception issue.
2. Monitor Polk County Road Design for Impact to PCDD Tunnels: In process. This was still in the early stages. They were far off from the time where Polk County would have specific plans.
3. Review of Wetlands Owned by Developer and HOA: On hold, as there was no current application from Avatar to turn over any additional stormwater system to the CDD.
4. Pond Water Quality Improvements: In process. This has been an ongoing topic of interest since March of 2024. The ponds were stocked with clams in the Spring of 2025. Options to improve water quality were presented to the Board. Fire flag was considered for replacement, and the proposal was pending. Proposals for the grass carp and screens to control hydrilla, would be presented to the Board at a future meeting.

5. Educate Residents Regarding Beneficial Pond Vegetation and Best Maintenance Practices: Ongoing.
6. Eminent Domain Cypress Parkway: In process. There was an agreement with Gray Robinson.

Mr. Reed did not understand why CFX needed 5 feet instead of 3 feet and requested more detailed information.

7. Stormwater Maintenance: In process. Mr. Blanco would be presenting details on the repairs that could be completed during the wet season. The ones that needed to be completed during the dry season, would remain on the Action Items List to be tracked. At the last meeting, the District Engineer mentioned that she had visually seen some areas that might need more fine tuned maintenance. In the future, there may be a proposal to clean up those areas.
8. Finalize Proposed Fishing Policies: This item was discussed. A map would be distributed, showing where fishing was considered to be permitted.
9. Landscape Maintenance Confirmation: Completed. A meeting was held in June and as a result, there was scrutiny of different tracts that were owned by different entities.

Ms. Adams asked if anything was pending that needed to be resolved. Mr. Cameron indicated at that meeting, the golf course commented to Mr. Blanco and Mr. McKelvey, that they wanted the CDD to start mowing around the ponds on the golf course side. Ms. Adams noted that this was unusual. As a result, Mr. Cameron met with the manager a couple of weeks ago, but he not aware that they were continuing to maintain that. Mr. Blanco was informed if he received a call from the golf course, asking to maintain it, the CDD would not do so, unless it comes back before the Board. Ms. Adams would remove this item from the Action Items List.

10. Midge Management Pond B16: In process. This item was added for tracking purposes. She would change the title to, "*Midge Management Program.*"

Ms. Nelson wanted to think about having someone come in and do a study on their ponds and asked if the University of Central Florida would be interested. Ms. Adams pointed out that they would need to understand what they were studying. Mr. Reed discussed with Dr. Hoffman, what was available. In addition, the University of Florida and the Florida Institute of Technology, had the biggest conservation program, but it was in its infancy. However, he would

like to learn more and understand. Ms. Nelson asked who was working on it. Mr. Reed confirmed that he was working on it. Ms. Nelson questioned who authorized him to work on it. Mr. Reed indicated that he was allowed to investigate, just like other Board Members do. Ms. Nelson pointed out that it was supposed to be approved by the Board and that a representative of the Board be designated. Mr. Reed noted that it was only research, but if he comes up with something, he will bring it to the Board. Mr. Cameron designated Mr. Reed to follow up with the University of Central Florida and the University of Florida, as a representative of the Board and report back to the Board. Ms. Adams would add this item to the Action Items List.

ii. Approval of Check Register

Ms. Adams presented the Check Register for September 9, 2025, through October 6, 2025, totaling \$186,170.28, which was included in the agenda package, along with the detailed invoices and Check Run Summary. Mr. Zimbardi asked if it mattered that he was not getting ACH. Ms. Adams indicated that it was up to him and staff would provide him with the forms.

On MOTION by Ms. Nelson seconded by Mr. Zimbardi with all in favor the September 9, 2025, through October 6, 2025, Check Register in the amount of \$186,170.28 was approved.

iii. Balance Sheet and Income Statement

Ms. Adams presented the Unaudited Financial Statements through August 31, 2025, which was included in the agenda package. No Board action was required, as the financials were provided for informational purposes. Ms. Nelson pointed out that the financials were two months behind. Ms. Adams indicated that this was the penultimate month for this fiscal year. The District was running on par with expenses for administration, running under budget for operations and maintenance field expenses, there was a transfer out to the capital reserve and all debt service payments were made.

D. Field Manager's Report

Mr. Blanco presented the Field Manager's Report, which was included in the agenda package. Repairs were made as noted in the Engineer's Report. Maintenance staff shortened a corrugated bleeder drain that was in Ponds A6 and C14 and added an atrium filter on both drainpipes. A damaged corrugated pipe in Pond C1, was dug out and replaced and an atrium

filter head was added, before the area was backfilled. The weir grate on Pond B6 was reset and light bulbs in both the Bella Viana and Venezia tunnels were replaced with working bulbs. Field staff reviewed the District landscaping. During reviews, a mainline break was spotted on an HOA owned tract behind Amalfi Lane, with a washout affecting the bank area where the drain sox was completed earlier in the year. Juniper made the repair, and Solitude provided a quote to restore the area. A landscaped area by the Bella Viana tunnel entrance, had dead trees and weeds in the landscaping beds. A proposal to clean up the area, was provided to the Board. Shorehaven Park and Venezia tunnel tracts were reviewed and reported as consistently mowed. However, these areas were wetter than usual, causing tire tracts to appear, but they would fade away with a couple of mows. Overall, mowing has been consistent and uniform throughout the areas under review.

- 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 continued to review the ponds, along with the aquatic's vendor throughout the District. However, they requested that the aquatic vendor start providing a maintenance report, highlighting reported ponds that needed additional assistance, as well as updates on ponds that received multiple treatments. They reviewed the littorals (Fireflags) in Shorehaven Park and the littorals (Spikerush, Pickerelweed and Duck Potato mix) in Pond E3. They were currently at the maximum height. He had conversations with Solitude on removal of the Fireflags and replacing it with the Spikerush, Pickerelweed and Duck Potato mix. They planned to provide a proposal and provided a proposal for the grass carp yesterday, which he would include on the next agenda. Regarding the aquatic maintenance, the vendor noted that Ponds A7, A8, A9, A10A A12, A13, C6, B6, C8, C17 and D5, were reviewed multiple times and needed some assistance with multiple treatments. He was working on this with the technician and were monitoring it closely, to see if additional treatments were needed. Many of these ponds were progressing and some had additional treatments scheduled. Moving forward, they would be providing a report, that highlighted the ponds that needed special assistance, as well as the treatment log.

iv. Consideration of Floralawn Proposals**a. Belle Viana Gate Area Maintenance****b. Backside of Pond E21 Maintenance**

Mr. Blanco presented a proposal from Floralawn, to clean up the area by the Bella Viana tunnel, as there were some dead Oleanders and landscaping beds that had heavy weeds in them. There was a one-time cleanup fee of \$250. Mr. Cameron reported that the HOA was doing work around the entrances, to spruce them up and it was pointed out by the HOA President, that there were some dead trees, between the Bella Viana entrance and the tunnel. The proposal was for Floralawn to cut down the trees and clean up the area, to coincide with the work that the HOA was doing on the other side of the fence. Mr. Blanco indicated that the second proposal was to bushhog an area by Pond E21, on the other side of the decorative fence that the CDD owned, which was massively overgrown. It was for a one-time bushhogging in the amount of \$1,500. Mr. Cameron pointed out that the HOA granted permission via email, to cross their land from the street, before the gate was put in, but questioned how often they would go back in there to keep it clean. Mr. Blanco would find out if it could be absorbed within the current contract or if they would need an addendum. Mr. Cameron did not feel that more than once a month would be necessary. Mr. Blanco did not recommend it, as it was technically not on the Solivita resident side. Discussion ensued.

On MOTION by Mr. Zimbardi seconded by Ms. Nelson with all in favor the proposals with Floralawn for the Bella Viana gate maintenance in the amount of \$250 and for bushhogging an area by Pond E21 in the amount of \$1,500 were approved.

v. Discussion Regarding Midge Management Program

This item was discussed.

• Tunnel Striping

Ms. Adams reported that a proposal was received this week to stripe the area that was discussed earlier, as part of the License Agreement. However, the agreement needed to be fully executed, to schedule this work. Mr. Cameron recalled that in the past, a company charged them \$950 to stripe the Bella Viana tunnel, but they did not remove the tape and refused to come back and remove the tape. Rather than fight them over \$950, which would be more than the bill, Mr.

Cameron was advised by legal counsel to pay the bill. Mr. Cameron wanted confirmation that the vendor would remove the tape in the tunnel and separate the areas out, to determine how much Avatar would pay the CDD. Ms. Adams pointed out if the CDD does the work, it would be tax exempt and would send Avatar an invoice for reimbursement. Ms. Nelson did not want to approve this expenditure until they knew whether the vendor would remove the tape. Mr. Blanco was informed by the vendor, that they would remove the tape as a courtesy.

On MOTION by Mr. Zimbardi seconded by Ms. Nelson with all in favor the invoice for the Bella Viana tunnel striping in the amount of \$950, subject to the changes discussed was approved.

TENTH ORDER OF BUSINESS

Supervisor's Requests

A. Discussion Regarding Accounting Questions

Ms. Nelson recalled at the last meeting, the Board approved allowing her to talk to accounting about several questions that the Board had. As such, she provided a list of questions that she would be asking accounting, when Ms. Adams scheduled a meeting. She requested the Board's input. She would be bringing a report back to the Board, after the meeting. Mr. Cameron had three basic questions, which he provided to Ms. Nelson. Mr. Reed reported that he was researching pond dye, as he was recommending using it in a couple of ponds as a project, to see if it worked. Mr. Cameron pointed out that Pond 1B, at the end of Via Rizzoli Drive, was partially owned by the HOA, which was on the Floralawn contract for mowing. Mr. Blanco confirmed that this was the case. Mr. Cameron asked if they needed a License Agreement to mow that side of the pond, even though it was in the contract. Mr. Lazarovich replied affirmatively. Mr. Blanco indicated that according to the Polk County Property Appraiser's website, the CDD maintained the east side, while the west side has not been maintained. Mr. Cameron asked if the CDD should look at taking ownership of the entire pond. Ms. Leo would take this under advisement.

Mr. Cameron recalled the washout that Mr. Blanco mentioned, around the drain sox on P3, off Amalfi Lane, which undermined the \$18,000 bank restoration that they did. As a result, there was an \$8,800 estimate for the vendor who did the bank restoration, to repair it. The HOA was aware of the issue and would reimburse the CDD, subject to their Board approving it. Ms. Adams pointed out that the vendor must provide a work authorization, as they were a contracted

service provider, once the Board approved the proposal. However, since this item was not on the agenda, the Board was required to take public comment or wait until the next meeting to approve the proposal. Mr. Cameron preferred opening the floor to public comment. There were no public comments. Mr. Blanco confirmed that the vendor would restore the area that was eroded, caused by the broken irrigation on Amalfi Lane, back to its original condition.

On MOTION by Mr. McKelvey seconded by Mr. Zimbardi with all in favor the Solitude erosion repair in the amount of \$8,800 to restore the area that was eroded on Amalfi Lane that was caused by the broken irrigation was approved.

ELEVENTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS**General Audience Comments**

Ms. Rose Kerr of 389 Sorrento Road pointed out that something was happening with the midges. She spoke to Ms. Jackson about it at the Health Fair. Ms. Kerr noticed when Clarke comes around to spray, they were staying outside of her hedge by the water and not coming onto her property. The midges were getting bad.

THIRTEENTH ORDER OF BUSINESS**Next Meeting Date – November 19, 2025,
12:00 P.M.; The Gator Room**

Mr. Cameron reported that the next meeting was scheduled for November 19, 2025, at 12:00 p.m. at this location.

FOURTEENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A

DRAFT: 10/19/2025

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 any other property within the District. Fishing is permitted only from the banks of Poinciana Community Development District (PCDD) stormwater ponds, from Dawn to Dusk. Entering into or wading in the ponds is **STRICTLY PROHIBITED**.
2. Persons authorized to fish in PCDD ponds: in order to fish in PCDD ponds, adults shall have in their possession a PCDD Fishing Permit. The permit is provided in conjunction with the Solivita Fishing Club (SFC) after participating in and successfully completing the SFC Fishing Training Program. The SFC shall maintain records of those individuals completing the training, which shall include the date of the training and certification of the successful completion signed by a designated SFC trainer. Solivita residents, who have successfully completed the SFC training, shall receive the PCDD Fishing Permit at no charge, except that the SFC may charge Solivita residents a nominal fee to offset their costs of administering the program. Adults who are not residents of Solivita, after successfully completing the SFC training, shall pay an annual fee of \$_____. The non-resident fee will not be prorated and is good for all or any portion of a calendar year and expires on December 31 of the year of issuance.

While fishing, minors and guests of Solivita residents are required to be supervised and accompanied by an adult possessing a PCDD Fishing Permit. Any person determined to be fishing while not in possession of a valid PCDD Fishing Permit shall leave PCDD property when directed to do so or will be subject to trespass warrant issued by local law enforcement. The Fishing Permit may be revoked for failure to comply with the Policy.

3. 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 contact the Florida Fish and Wildlife Conservation Commission's toll-free Nuisance Alligator Hotline at 866-FWCGATOR (866-392-4286).

4. 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. 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.
5. Anglers must properly dispose of all trash, including but not limited to fishing lines. Loose fishing lines and other debris can endanger birds and other wildlife.
6. Boating on any pond, canal, or culvert for any purpose other than maintenance or repair authorized by Poinciana Community Development is **STRICTLY PROHIBITED**.
7. Alteration of the pond banks, including adding or removing plantings and vegetation, for any purpose is **STRICTLY PROHIBITED**.
8. The 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**.
9. Residential/private property shall not be utilized or walked over to gain access to fishing areas. 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 must be able to gain access to the pond via common access area which is a PCDD easement (land not owned by residents). Parking of golf carts on any grassy or landscaped area near or contiguous to the ponds is prohibited.
10. The PCDD has identified the pond locations where fishing is recommended and preferred (see attached map) and are identified with appropriate signage. Although fishing under this policy behind a resident's home is not recommended, it is not specifically prohibited. Fishing activity, at all times, is allowed only within the PCDD

easement, which is 15 feet from the water's edge. Access to residents' backyards via the maintenance easements is prohibited. Anglers should avoid fishing behind properties where the property line is in close proximity to the PCDD 15 foot easement. 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, inconvenience, or interfere with the peaceful enjoyment of the adjacent property by and of the homeowner. Upon request by the adjacent homeowner to move to an alternate location, the angler shall move without argument. Failure to do so could result in a trespass warrant issued by local law enforcement and the revocation of the PCDD Fishing Permit (described in #2 above).

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.

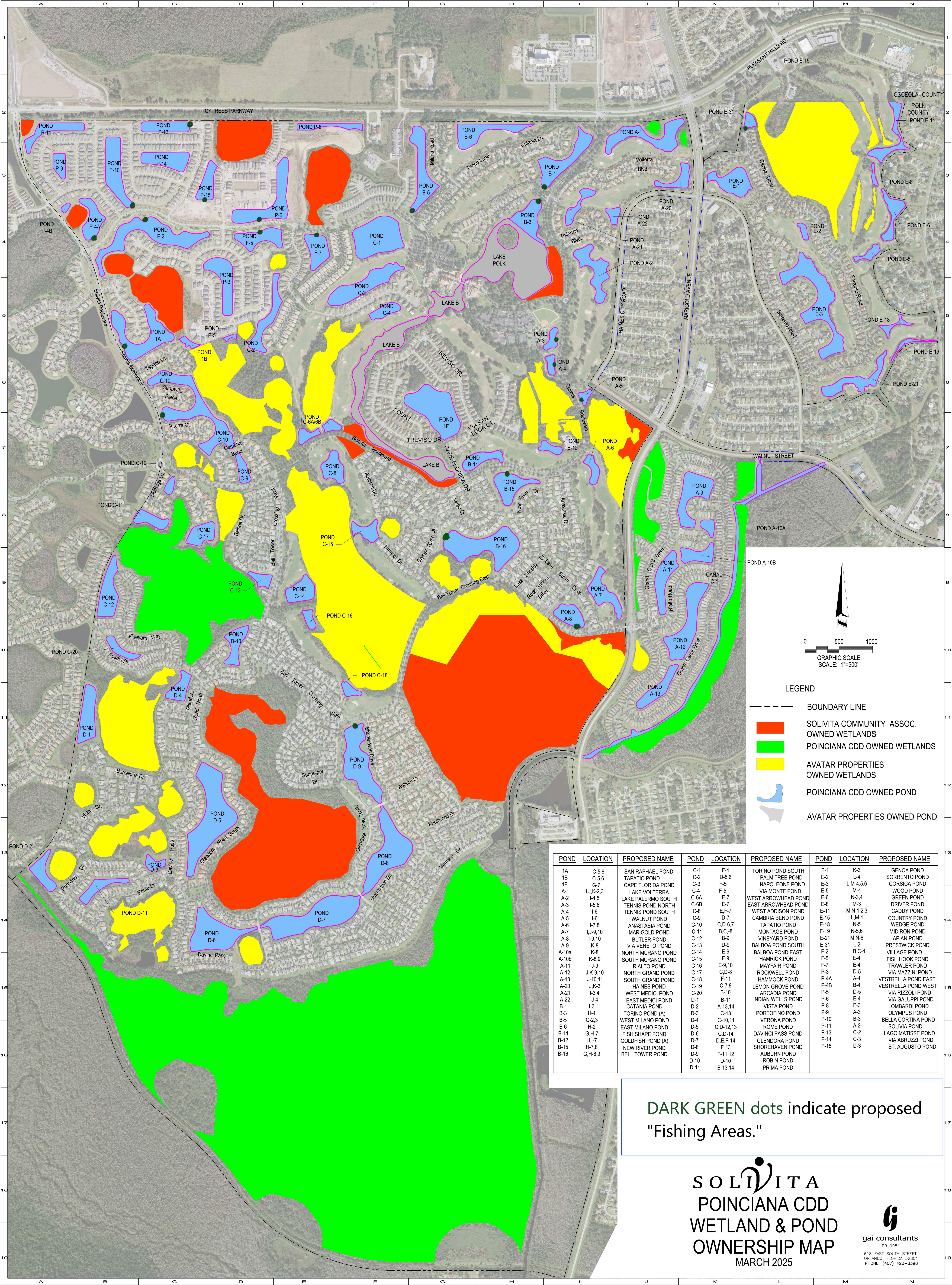
Any stormwater pond maintenance or other PCDD issues should be reported to the District Manager's office at (407) 841-5524, ext. 147.

Adopted this _____ day of _____, 202__.

Chair – Poinciana PCDD

Approved as to form:

SECTION B



DARK GREEN dots indicate proposed "Fishing Areas."

SOLVITA
POINCIANA CDD
WETLAND & POND
OWNERSHIP MAP
MARCH 2025

gai consultants
18 995
618 EAST SOUTH STREET
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

SECTION VI

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

219 E. Livingston St., Orlando, FL 32801

ATFN: District Manager

DRAINAGE IMPROVEMENT INSTALLATION APPLICATION

The undersigned ("Owner") represents that they are the owners of record for the property described below ("Property"). The Owner desires to install drainage improvements consisting of drainage pipe ("**Draiaage Improvements**") connecting from the gutter attached to the residential unit on the Property to the stormwater pond located adjacent to the Property owned and maintained by the Poinciana Community Development District ("**CDIY**") and is submitting this Drainage Improvement Installation Application ("**Application**") for that approval. n

Owner(s) Name(s) James (Jim) Pasquesi and Donna Pasquesi
Lot/Street Address 300 BELL TOWER CROSSING WEST, KISSIMMEE FL 34759
City, State and Zip Code Kissimmee FL 34759
Phone Number 847-302- blb+g
Lot Tax Folio Number 1338655.0000

If using a Contractor for the installation of the Drainage Improvements, please identify:

Contractor Name: MULCH & MORE
License Number (if applicable): 59. SO lu-8 005p
Contractor Phone Number: ! - <tLD2> -?> L<r - O .f 6 O

(Attach Certificate of Insurance from Contractor - if applicable):

Expected Start Date: _____ Expected Completion Date: _____

OWNERS' ACKNOWLEDGEMENT

In signing below and submitting this Application, Owner(s) acknowledge and agree as follows:

- i. The Application and the Non-Exclusive License Agreement (*Installation of Drainage Improvements*) ("License") attached as **Attachment A** hereto, have been signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Polk County for the Property.
- ii. Owner(s) agree to abide by the terms of the License.
- iii. Owner(s) have received the Drain Pipe Detail Sketch, attached hereto as **Attachment B** ("Sketch"), which details the mInimum standards and guidelines for installation of the Drainage Improvement
- iv. All Drainage Improvements must be installed per the minimum standard and guidelines provided in the Sketch, which shall be determined in the sole discretion of the District Engineer.
- v. Owner(s) shall be responsible for the District's costs ("Costs") associated with processing this Application, License (review and recording), and inspection of the Drainage Improvements by District Engineer (including any re-inspections) in the amount of 8100.00. Payment shall be made by Owner with this Application.

Owner Signature: James Pasquesi Date: 10/12/2025
Co-Owner Signature: Donna Pasquesi Date: 10/12/2022

District Management - For Office Use Only

RECEIVED BY & DATE: _____ Payment Received: _____
APPROVED _____ DISAPPROVED _____ Explanation for
Disapproval (if applicable): _____

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

Attachments: License (Attachment A); Sketch (Attachment B)

WHEREAS, the District has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owner agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. LICENSE FOR INSTALLATION & MAINTENANCE OF DRAINAGE IMPROVEMENT; LIMITATION. Subject to the terms of this Agreement, the District hereby grants to Owner a non-exclusive, revocable license for the sole purpose of installing and maintaining the Improvements within the License Area. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Improvements for purposes of the Encroachment into the License Area and does not authorize any other encroachment.

3. OWNER'S RESPONSIBILITIES. Owner shall have the following responsibilities as a condition of the District's authorization of Owner's License rights granted herein for the installation, operation and maintenance of the Improvements in the License Area. Specifically, Owner shall:

(a) be fully responsible for the installation, operation and maintenance of the Improvements;

(b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the applicable homeowners' association pursuant to its declaration of covenants, conditions and restrictions, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the installation of Improvements;

(c) ensure that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;

(d) be fully responsible for utility location on the Property and in the License Area;

(e) ensure that the installation, operation and maintenance of the Improvements does not damage any property of the District, or any third party's property, and, in the event of any such damage, Owner shall immediately repair the damage or compensate the District for such repairs to District property, at the District's option;

(f) ensure that Owner's exercise of privilege granted hereunder does not interfere with the District's rights to maintain the Drainage Facility and/or negatively impact the District's stormwater system, as determined in the District Engineer's sole discretion. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipes utilities that may be located within the Drainage Facility. Owner shall be responsible for locating and identifying any such stormwater improvements and/or utilities, if any;

(g) ensure that the District has free access to and from the stormwater management system, including allowing access to the Improvements, for the District to operate, maintain and repair the same, as needed;

(h) upon completion of the installation, continue to operate, maintain and repair the Improvements, in good and working condition; and

(i) keep the License Area free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.

4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS. The privilege and permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Drainage Facility described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owner shall exercise the privilege granted herein at Owner's risk, and agrees that Owner shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, with adequate written notice, the District may remove all, or any portion of the Improvements, at Owner's expense, in order to repair or maintain the District's stormwater management facilities, and that the District is not obligated to re-install the Improvements to its original location and specification and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

5. INDEMNIFICATION. Owner hereby agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owner to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owner as jointly liable parties; however, Owner shall indemnify the District for any and all percentage of fault attributable to Owner for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owner further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

6. ASSIGNMENT; TERMINATION. Upon the sale of the Property, the Owner shall advise any successor(s) in interest and/or assign(s) of any portions of the Property ("Successor Owner") of the terms and conditions of this Agreement and Owner shall have the right to assign

this Agreement to any such Successor Owner. Whenever the word "Owner" is used within this Agreement, it shall be deemed to collectively mean and refer to the current fee simple record owners of the Property and its successors in interests and assigns. Notwithstanding anything else provided herein, the District, in its sole discretion, shall have the right to revoke the License and/or terminate this Agreement without cause at any time. The District may, at its option, record this Agreement in the public records of Polk County.

7. **AMENDMENTS.** Except as may be otherwise set forth herein, this Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

8. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. **ENFORCEMENT.** In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

10. **APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[Signatures on the following pages]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date and year first written above:

Signed, sealed and delivered
in the presence of:

**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT**

Witness:

By: _____

Chairperson, Board of Supervisors

Witness:

By: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing agreement was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, by _____, as Chairperson of the Poinciana Community Development District, who _____ is personally known to me or ____ produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

[Signature page of License Agreement (Installation of Drainage Improvements)]

Signed, sealed and delivered
in the presence of:

Witness:

Kathleen A. Biondi
By: Kathleen A. Biondi

Owner

Donna J. Pasquesi
By: Donna J. Pasquesi

Witness:

David S. Biondi
By: DAVID S. Biondi

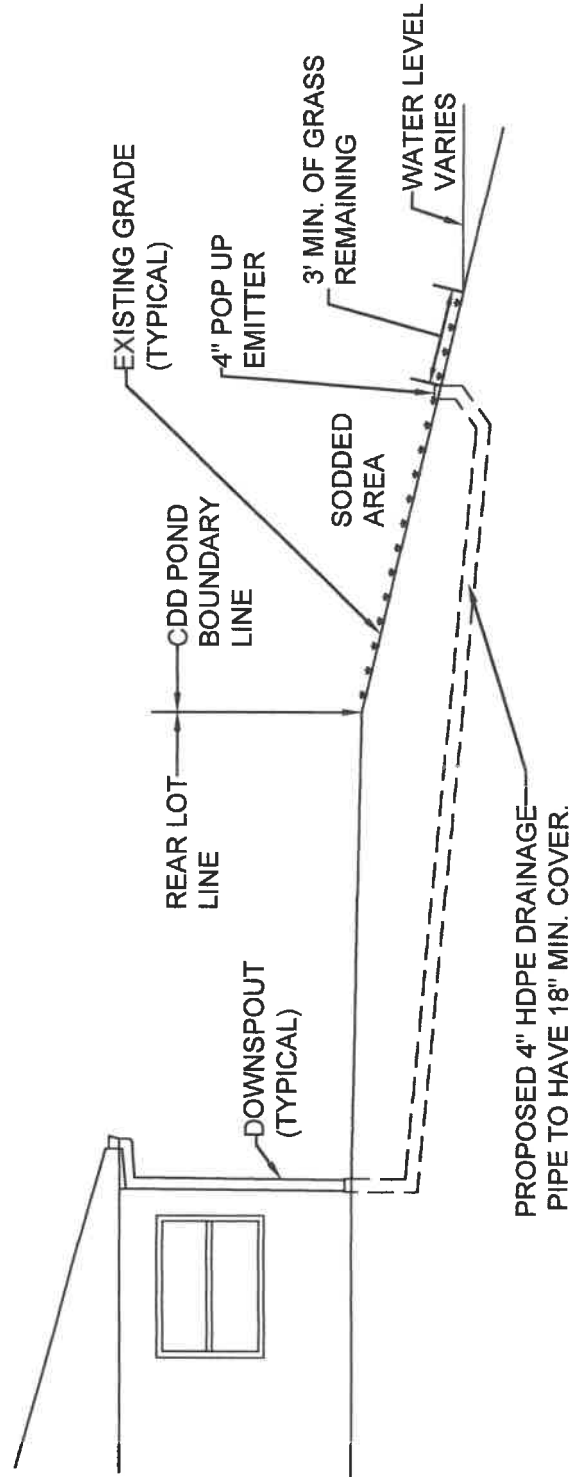
STATE OF FLORIDA
COUNTY OF POLK

The foregoing agreement was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 24th day of OCTOBER 2025, by HOMEOWNER, as
DONNA J. PASQUESI, who ☒ is personally known to me or ☐ produced
as identification.



LYNN LEONHARDT
Notary Public
State of Florida
Comm# HH216008
Expires 1/12/2026

Lynn Leonhardt
Notary Public, State of Florida
Print Name: LYNN LEONHARDT
My Commission Expires: 1/12/2026
My Commission No.: HH 216 008



TYPICAL LAKE SECTION
WITH DRAIN PIPE DETAIL
SCALE: 1"=10'

TYPICAL DRAIN PIPE DETAIL

REVISIONS		POINCIANA CDD	 gai consultants EN 0001 618 SOUTH ST. SUITE 700 ORLANDO, FLORIDA 32801 PHONE: (407) 423-8388	DATE:	2022-05-10
DATE:	DESCRIPTIONS			DRAWN BY:	CDA
				APPROVED BY:	KSL
				SCALE:	AS SHOWN
				PROJECT NO.:	A171208.00
				SHEET NO.	EX-1

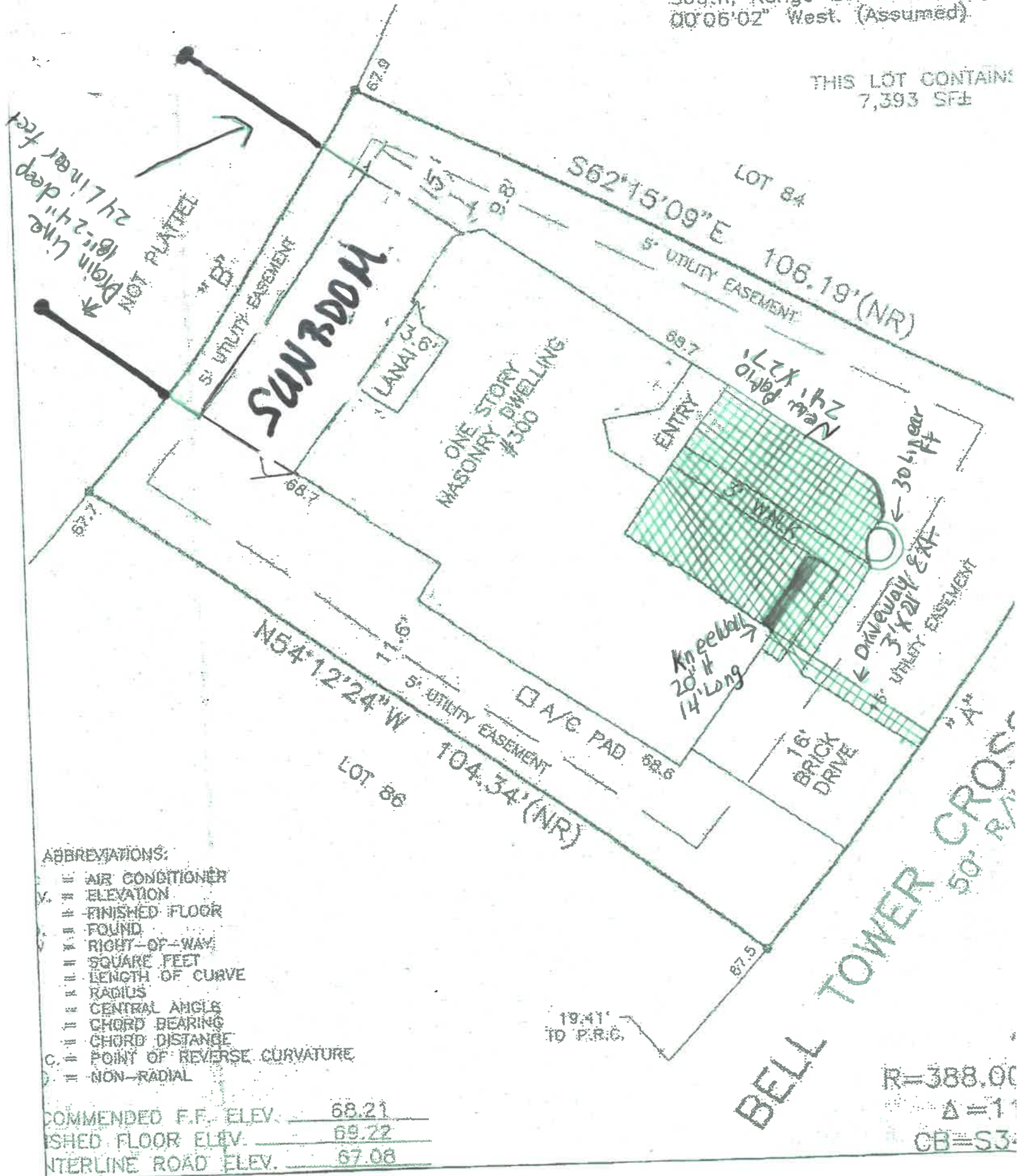
Exhibit A

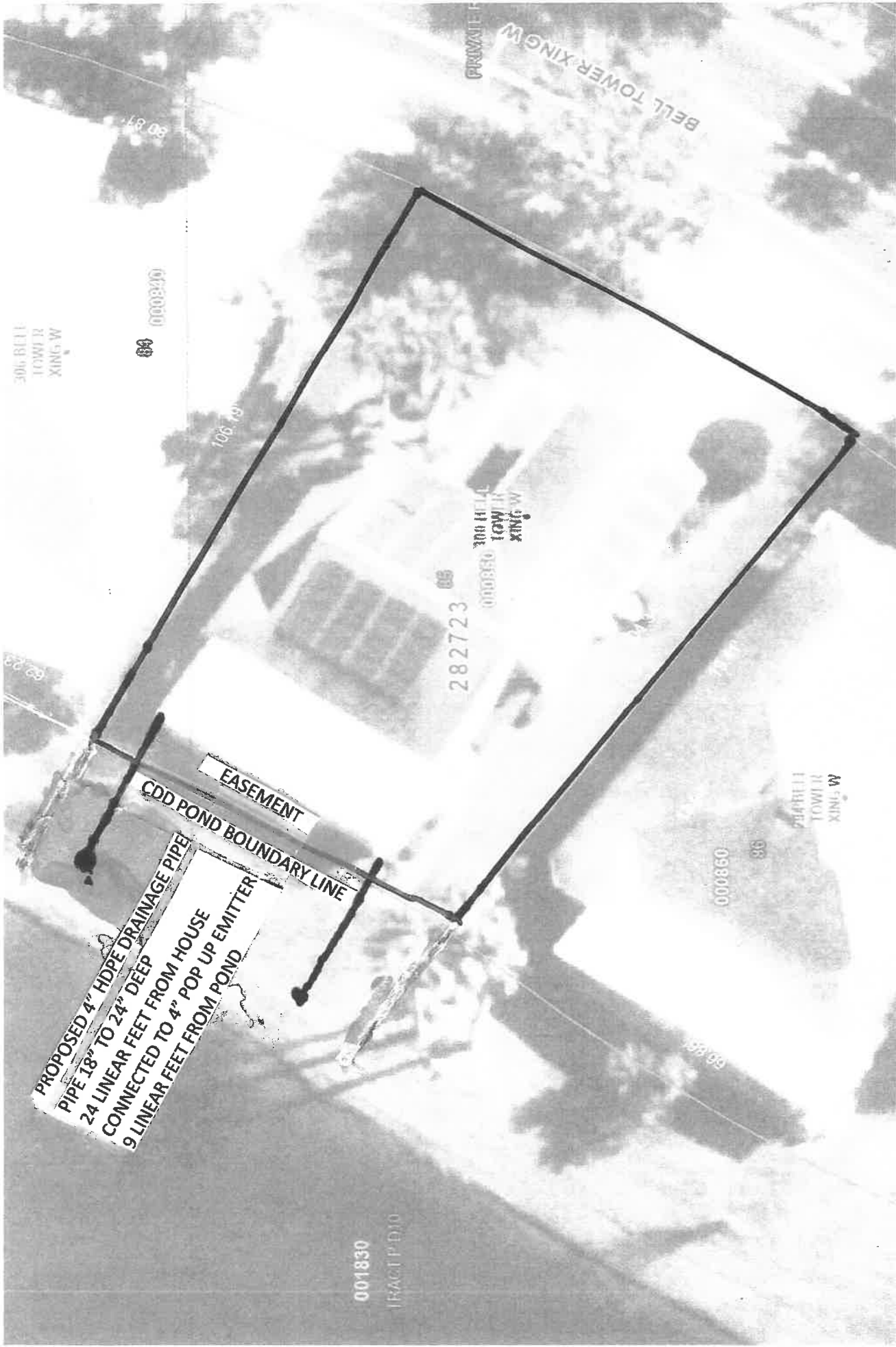
License Area and Proposed Improvements

[See attached]

Bearings shown hereon are for the West line of the NW 1/4 NW 1/4 of Section 23, Township South, Range 28 East, being 00°06'02" West. (Assumed).

THIS LOT CONTAINS
7,393 SF±





306 BELL
TOWER
XING W

000840

BELL TOWER XING W

300 BELL
TOWER
XING W

282723

000860

244 BELL
TOWER
XING W

000860

86

69.84

001830

TRACT P.D.10

EASEMENT

CDD POND BOUNDARY LINE

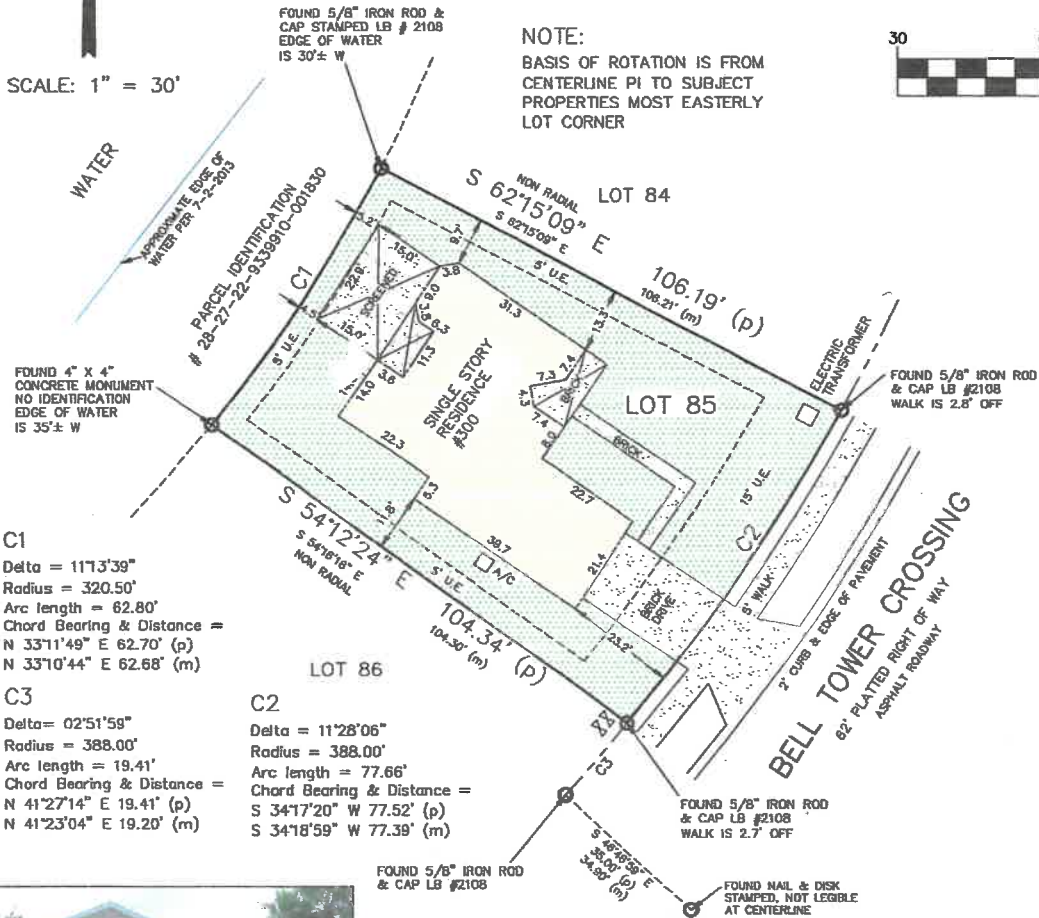
PROPOSED 4" HDPE DRAINAGE PIPE
PIPE 18" TO 24" DEEP
24 LINEAR FEET FROM HOUSE
CONNECTED TO 4" POP UP EMITTER
9 LINEAR FEET FROM POND

BOUNDARY SURVEY

DESCRIPTION (As Furnished)

LOT 85, SOLIVITA PHASE IIB, according to the plat thereof as recorded in Plat Book 115, Pages 34 through 38, inclusive, of the Public Records of Polk County, Florida.

SCALE: 1" = 30'



C1
Delta = 11°13'39"
Radius = 320.50'
Arc length = 62.80'
Chord Bearing & Distance =
N 33°11'49" E 62.70' (p)
N 33°10'44" E 62.68' (m)

C3
Delta = 02°51'59"
Radius = 388.00'
Arc length = 19.41'
Chord Bearing & Distance =
N 41°27'14" E 19.41' (p)
N 41°23'04" E 19.20' (m)

C2
Delta = 11°28'06"
Radius = 388.00'
Arc length = 77.66'
Chord Bearing & Distance =
S 34°17'20" W 77.52' (p)
S 34°18'59" W 77.39' (m)



CERTIFIED TO:
JAMES JOSEPH PASQUESI, Sr.
DONNA JEAN PASQUESI
BRANCH BANKING AND TRUST COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY
FLORIDA TITLESMT, LLC

NOTE:
SUBJECT PROPERTY APPEARS TO
HAVE SEWER AND WATER SERVICES.

Based on the FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, Polk County, Florida, Community Panel Number 120261 0405 G, last dated 09/28/2012, it appears from a scaling of said map that the dwelling shown hereon is shown to be in Zone "X", (AREA OF MINIMAL FLOODING).
Said map is not a Survey and no responsibility is taken for the information contained in or the accuracy of the above referenced map.

- This Plat represents a Boundary Survey of the description as furnished DSW Surveying and Mapping, PLLC, per client's instruction and makes no claims regarding ownership or rights of possession.
- Bearings shown hereon are based on the SOUTH line of Lot 85, Being S 54°12'24" E, PER PLAT.
- This surveyor has not searched the public records or abstracted the land shown hereon for easements, right of ways, covenants and restrictions or other pertinent documents which may be found in the public records of this county. This research was not included in the scope of service of this firm.
- The relative distance accuracy for boundary dimensions shown hereon is in excess of 1 foot in 10,000 Feet.
- Underground improvements and utilities have not been located.
- This survey performed by DSW Surveying and Mapping, PLLC, is for the singular use by the clients named hereon for the express stated purpose listed hereon. This drawing is not legally binding without my signature and original raised embossed seal. No third party is authorized to use this drawing in any way, and this surveyor shall not be held liable for damages resulting from the unauthorized or illegal executions or attempts at circumventing prescribed laws or professional fee payments. All plots, reports, notes, plans, specifications, computer files, field notes or data, other documents and instruments prepared by this firm as instruments of service shall remain the property of this firm. This firm shall retain all common law, statutory and other reserved rights, including the copyright thereto. The original of this drawing remains the property of DSW Surveying and Mapping, PLLC.
- Building lines, Fence lines, Etc. are not to be used as a way to reconstruct boundary line location.

**** PLEASE VISIT OUR WEBSITE: WWW.DSWSURVEYS.COM ****



PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATION OF AUTHORIZATION #LB7945
32529 Okaloosa Trail
Sorrento, Florida 32776
Phone: (352) 735-3796

JOB NO. 13.1220 Sheet 1 of 1

REVISIONS AND ADDITIONS

LEGEND:

Δ = Delta (Intersection Angle)	WF = Wood Fence
R = Radius	(M) = Measured
L = Arc Length	CBW = Concrete Block Wall
U.E. = Utility Easement	PI = Point of Intersection
PC = Point of Curvature	CNF = Corner Not Found
PT = Point of Tangency	CHUL = Overhead Utility Lines
PB = Plot Book	POB = Point of Beginning
PG (S) = Page(s)	POC = Point of Commencement
PRC = Point of Reverse Curvature	(D) = Per Description
CLF = Chain Link Fence	BSL = Building Setback Line
A/C = Air Conditioner	(C) = Denotes Utility Pole
R/W = Right-Of-Way	W = Well
POC = Point of Compound Curvature	W = Water Meter
(P) = Per Plat	☒ = Covered
C = Centerline	CNA = Corner Not Accessible
COL = Column	(C) = Calculated
Typ. = Typical	D.U.E. = Drainage & Utility Easement
RP = Radius Point	
(R) = Radial	
(NR) = Non Radial	
BFE = Base Flood Elevation	

* PLEASE VISIT OUR WEBSITE: WWW.DSWSURVEYS.COM *

DRAWING: 13.1220.DWG SURVEY DATE: 07/02/13

INTENDED DISPLAY SCALE: 1" = 30' DRAWN: RBB

EXPECTED USE OF THIS LAND: RESIDENTIAL PURPOSES

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-8, F.L.A.C., REGULATIVE CODE, PURSUANT TO SECTION 61G17-8, F.L.A.C., STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER

DOUGLAS S. WILLIS, Florida Registration # 5984 FOR THE FIRM:

Mulch & More Inc.
109 Waldemar Ct.
Winter Haven, FL 33884

Estimate

Date	Estimate #
10/13/2025	2709

Name / Address
Pasquesi, Jim 300 Bell Tower Crossing Kissimmee, Fl 847-302-6045

			Project
Description	Qty	Cost	Total
ADS 4-in x 10-ft Corrugated Non-Perforated Pipe	6	28.50	171.00T
Down spout 4" connector , Emitter		90.00	90.00T
Labor		830.00	830.00
Remove existing down spout, pipe and emitter			
Install 24 linear feet of non perforated pipe from downspout through backyard. Pipe will vary from 18" to 24" in depth.			
Emitter will be placed 8' from current water line			
Backfill excavated area			
sales tax		7.00%	18.27
		Total	\$1,109.27

Customer Signature _____

SECTION VII

SERVICES AGREEMENT

PROPERTY NAME: **Poinciana CDD**

CUSTOMER NAME: **Poinciana CDD**

SERVICE DESCRIPTION: **Permit, Barriers, and One time stocking of Site B-1 with Triploid Grass Carp**

EFFECTIVE DATE: **October 14, 2025**

SUBMITTED TO: **Joel Blanco**

SUBMITTED BY: **Alan Wilson**

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

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse Customer for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses").
5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.



6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

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

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

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

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



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

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

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

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

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

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

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

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



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

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

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

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

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]



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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Poinciana CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

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

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

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



SCHEDULE A – FISH STOCKING

Permit and Outflow barrier

1. The necessary documentation will be submitted to the FWC to obtain a carp stocking permit for site B-1. Once approved, an outflow barrier will be constructed to prevent the carp from exiting the site.

Fish Stocking:

1. The following types and sizes of fish will be stocked in the waterbody:

<u>Waterbody</u>	<u>Quantity</u>	<u>Species</u>	<u>Size</u>	<u>Schedule</u>
B-1	48	Triploid Grass Carp	10-12"	Winter'25-Spring'26

2. Price includes the cost, delivery, and tempered release of all the above specified fish.

*Triploid (sterile) Grass Carp are stocked to help prevent and control outbreaks of certain nuisance aquatic weeds. Stocking Triploid Grass Carp should be considered as part of any Integrated Pest Management (IPM) program. The proper use of Triploid Grass Carp in these programs will often reduce the amount of pesticides required to properly maintain lakes and ponds, helping to achieve our long-term goals of quality management through the restoration of ecological balance. The size and quantity of fish proposed is determined by the existing vegetation type and density, past stockings, and the current populations of predators in each lake or pond.

General Qualifications:

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



used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$3,100.00**. Price is valid for 60 days from the Effective Date

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price

SECTION VIII

SERVICES AGREEMENT

PROPERTY NAME: **Poinciana CDD**

CUSTOMER NAME: **Poinciana CDD**

SERVICE DESCRIPTION: Removal of all fire flag from site D9. Replant with duck potato, pickerelweed, and gulf spikerush

EFFECTIVE DATE: **11/5/2025**

SUBMITTED TO: Joel Blanco

SUBMITTED BY: Alan Wilson

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

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

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

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

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

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

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

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

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

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

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

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



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

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

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

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

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

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]



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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

[PCDD]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

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

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

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



- 888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$7,330.00** Price is valid for 60 days from the Effective Date

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price

SECTION IX

On Mon, Oct 20, 2025 at 1:49 PM Cherrief Jackson <cjackson@clarke.com> wrote:

Good afternoon,

I just received confirmation that we can add pond C-4 for \$2,288.59. The total including B16 is \$188,667.78. If you add C4, the total would be \$190,956.37.

There are some species of midges that bite, but not the ones that you have in your community.

I will ask them to add C4 to the list for adulticide again this week!

Best regards,

Cherrief Jackson

Control Consultant – Central Florida



cjackson@clarke.com

(407) 212-0892

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



Date	Resident	Address	Contact Given	Pond	Complaint	Assigned To	Resolution	Date Resolved
03/18/2024	Marian Kettlewell	456 Grand Canal Dr.		C4	Vegetation & Debris left after work, killing/damaging trees	Joel	Provided update; no dead trees	3/28/24
3/27/2024	Frank Churnetski	460 Grand Canal Dr.		C4	Litter floating in pond	Joel	Reviewed area, no litter was seen.	3/29/24
04/23/2024	Jan Gripp			C4	Landscape cut grass too short around the pond	Joel	Spoke to resident in person; will review	04/23/2024
7/14/2025	Stanley Reinhold	3639 Via Monte Napoleone Dr.		C4	Midge outbreak/grasses behind home overgrown/questions about pipes & drainage cleanout	Joel	Reviewed the area and requested improvement of the string	07/14/25
8/19/2025	Barb Reinhold	3639 Via Monte Napoleone Dr.		C4	Midge activity	Joel	Requested treatment with midge control	08/19/25
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
10/15/2025	Stanley Reinhold	3639 Via Monte Napoleone Dr.		C4	Midge activity; requesting information on treatment plan	Joel		
10/20/2025	Barb Reinhold	3639 Via Monte Napoleone Dr.		C4	Severe midge outbreak; requesting spraying of adulticide	Joel		

SECTION XI

Questions for Accounting

1. Organizational chart for accounting department –
Administrative Front Desk → Accounts Payable Analyst → Accounting Clerk → Junior Accountant → Accountant → Accounting Manager → Director of Accounting Services
 - a. Number of full-time employees - 13
 - b. Number of vacant positions – 1 (but finished interviewing)
 - c. How many CDD's are covered by the accounting department? - 97
 - d. Do these employees also handle GMS payroll, bills, etc?
 - i. No, this is handled in the corporate offices in Tennessee.
2. How do checks get issued for our budgeted expenses?
 - a. Procedure – All checks are issued for our budgeted expenses via invoice. In other words, checks are not issued automatically to our vendors just because we approved the budgeted expenses and the 1/12 payments. The accounts payable clerk reviews the invoice enters it into the system and then sends it to the appropriate manager to approve. Once checks are cut they are sent to the district managers for final review and signature prior to mailing.
 - b. Invoice issued each month? Yes
 - i. Who approves?
 1. District managers approve along with the board chairperson for attorney and engineering. Joel and Tricia approve all field services invoices.
3. How do our bond and financial payments get issued?
 - a. Procedure?

These payments are done completely by the Trustee. The accounting department gets a statement and records the interest and any fees to our account. Our trustee requires that any refunded or prepaid debt service amount must be issued by the CDD so the resident writes a check to the CDD, we deposit it and then issue a check to the trustee. Everything is recorded by the accounting department.
4. Do we have a system to ensure timely payment of our bills?
 - a. The appropriate clerk in the accounting department issues checks on a weekly basis after the invoices are approved by management. These invoices are paid within 30 days of receipt. Florida Community Development Districts (CDDs) must follow the **Florida Prompt Payment Act** (F.S. Ch. 218, Part VII), which sets timelines for reviewing invoices and issuing payments.

5. Do we use a project management system for invoices that are not budgeted? No
- a. Does anything that is not budgeted require board approval first?
 - i. If there is something that needs to be handled prior to the next board meeting, the Chairperson is contacted, and a decision is made and then it is brought to the next board meeting to be approved or ratified by the board.

6. Who does bank reconciliations?

- a. Are reports generated and sent to board after reconciliations are completed?
 - i. No
- b. Why are our financials always a month or two behind?

Bank reconciliations are done monthly by the appropriate accounting clerk or accountant.

Our reports are generated after all information is in the different accounts. There is a timing factor for when the invoices are received, processed and paid. Some invoices are received after the month ends so we generally give it an additional 15 days to have those invoices received and included in the financials. This does not always give us the time to print the reports for the board meeting. Katie stated that she could give us the reports so that they are timed to be the same date that we are meeting; however, it would be nearly impossible to have the reports be accurate. Katie made the decision when she first started to make sure that all the information is in the report before it gets sent to the board. (I happen to agree with this. There is just too much confusion if we get multiple reports updated for the same time period.)

7. Would it save time, manpower and money if we pay everything by ACH?
- a. Not really since there are fees attached to ACH payments which are almost the same as ordering checks and postage to mail the checks.
8. Anything we as supervisors can do to help make procedures easier?
- a. Not really

SECTION XII

SECTION C

SECTION 1

Poinciana Community Development District
Action Items November 2025

Meeting Assigned	Action Item	Assigned To	Status	Comments
Ongoing	Monitor Central Florida Expressway - Poinciana Parkway Project: Parkway Connector	Former Chairman Lita Epstein	In Process	Presentation facilitated 01.15.2025. Various CFX updates sent to BOS via electronic mail when received.
Ongoing	Monitor Polk County Road Design for Impact to PCDD Tunnels	District Engineer	On Hold	
Ongoing	Review of Wetlands and Ponds 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 information for Grass Carp and Screens to be presented 11.19.2025. 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	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. Proposed fishing location map circulated to BOS for comment and review 10.17.2025. Counsel to provide information regarding User Fee options.
07.16.2025	Midge Management	Field Manager	In Process	BOS approved Pond B16 larvicide to midge management treatment with Clarke. Considering Gambusia and Grass Shrimp
10.15.2025	Pond Study	Tony Reed	In Process	Investigating options for pond study.
10.15.2025	Apian Place/E21/Fence/Gate Area License Agreement	Jay Lazarovich	In Process	Counsel to determine if easement agreement is needed for perpetual maintenance access.
10.15.2025	License Agreement for Maintenance of Tunnels		In Process	BOS approved agreement 10.15.2025. Execution pending. Avatar to be billed for maintenance on Avatar property. Proposal for ACPLM striping maintenance approved pending executed agreement.
10.15.2025	Evaluate ownership and maintenance of Pond 1B at Via Rizzoli Drive	Kathy Leo	In Process	Confirm pond partially owned by HOA. License agreement needed? Or conveyance?
10.15.2025	Erosion Repair Amalfi Lane	Joel Blanco	In Process	BOS approved Solitude Proposal 10.15.2025. HOA to be billed \$8,800 damages when repair is completed.

SECTION 2

Poinciana Community Development District

Summary of Check Register

October 7, 2025 to November 7, 2025

Fund	Date	Check No.'s	Amount		
General Fund	Truist	10/14/25	315-317	\$	8,833.50
		10/21/25	318-320	\$	9,015.50
		10/27/25	321-323	\$	16,508.33
		11/4/25	324-325	\$	17,597.52
				\$	51,954.85
				\$	-
Payroll	<u>October 2025</u>				
	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	50232	\$	184.70	
			\$	823.50	
				\$	52,778.35

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
10/14/25	00014	10/01/25 92485	202510 310-51300-54000 SPECIAL DISTRICT FEE FY26	FLORIDA DEPARTMENT OF COMMERCE	*	175.00	175.00 000315
10/14/25	00001	9/15/25 304	202510 310-51300-31700 ASSESSMENT ROLL FY26	GOVERNMENTAL MANAGEMENT SERVICES	*	5,408.00	5,408.00 000316
10/14/25	00017	9/30/25 2225501	202509 310-51300-31100 ENGINEER SERVICE SEPT 25	GAI CONSULTANTS, INC	*	3,250.50	3,250.50 000317
10/21/25	00056	9/30/25 00073514	202509 310-51300-48000 NOT FY26 MTG DATE 9/10/25	GANNETT FLORIDA LOCALIQ	*	399.57	399.57 000318
10/21/25	00001	10/01/25 305	202509 310-51300-34000 MANAGEMENT FEES OCT 25		*	3,898.83	
		10/01/25 305	202509 310-51300-35200 WEBSITE ADMIN OCT 25		*	74.42	
		10/01/25 305	202509 310-51300-35100 INFORMATION TECH OCT 25		*	111.58	
		10/01/25 305	202509 310-51300-51000 OFFICE SUPPLIES		*	.18	
		10/01/25 305	202509 310-51300-42000 POSTAGE		*	50.37	
		10/01/25 305	202509 310-51300-42500 COPIES		*	6.90	
		10/01/25 305	202509 310-51300-42500 IPS PROPOSAL COPIES		*	6.15	
			GOVERNMENTAL MANAGEMENT SERVICES				4,148.43 000319
10/21/25	00027	10/15/25 146472	202509 310-51300-31500 GENERAL COUNSEL SEPT 25		*	4,194.50	
		10/15/25 146473	202509 310-51300-31500 EMINENT DOMAIN SEPT 25		*	273.00	
			LATHAM LUNA EDEN & BEAUDINE				4,467.50 000320
10/27/25	00011	10/15/25 00103845	202510 320-53800-47100 AQUATIC MANAGEMENT OCT25	CLARKE ENVIRONMENTAL MOSQUITO	*	15,143.33	15,143.33 000321
10/27/25	00020	10/23/25 11	202510 310-51300-31300 AMORT SCHEDUL S22 11/1/25	DISCLOSURE SERVICES LLC	*	100.00	100.00 000322

POIN POIN CDD KCOSTA

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
10/27/25	00001	9/30/25 308	202509 320-53800-49000		*	1,265.00	
		MAINT FROM ENG REPORT		GOVERNMENTAL MANAGEMENT SERVICES			1,265.00 000323
11/04/25	00004	11/01/25 35650	202511 320-53800-46200		*	16,322.42	
		LANDSCAPE MAINT NOV 25		FLORALAWN 2 LLC			16,322.42 000324
11/04/25	00001	9/30/25 307	202509 320-53800-49000		*	307.83	
		REPLACE TUNNEL LIGHTS					
		10/01/25 306	202509 320-53800-49000		*	967.27	
		WOODEN STAKES LOWES		GOVERNMENTAL MANAGEMENT SERVICES			1,275.10 000325
TOTAL FOR BANK C						51,954.85	
TOTAL FOR REGISTER						51,954.85	

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SECTION 3

Poinciana
Community Development District

Unaudited Financial Reporting
September 30, 2025



Table of Contents

1	<u>Balance Sheet</u>
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5	<u>Capital Reserve Fund</u>
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8	<u>Assessment Receipt Schedule</u>

Poinciana
Community Development District
Combined Balance Sheet
September 30, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash</u>				
Operating - Hancock Whitney	\$ 47,171	\$ -	\$ -	\$ 47,171
Operating - Truist	\$ 164,499	\$ -	\$ -	\$ 164,499
Money Market - Bank United	\$ 436,296	\$ -	\$ 214,575	\$ 650,872
<u>Investments</u>				
<u>Series 2022</u>				
Reserve	\$ -	\$ 138,729	\$ -	\$ 138,729
Revenue	\$ -	\$ 511,579	\$ -	\$ 511,579
Interest	\$ -	\$ 11	\$ -	\$ 11
Principal	\$ -	\$ 123	\$ -	\$ 123
Prepayment	\$ -	\$ 15,579	\$ -	\$ 15,579
Assessment Receivable	\$ 2,396	\$ 3,457	\$ -	\$ 5,854
Due from General Fund	\$ -	\$ 61	\$ -	\$ 61
Prepaid Expenses	\$ 30,950	\$ -	\$ -	\$ 30,950
Total Assets	\$ 681,312	\$ 669,539	\$ 214,575	\$ 1,565,427
Liabilities:				
Accounts Payable	\$ 11,719	\$ -	\$ -	\$ 11,719
Due to Debt Service	\$ 61	\$ -	\$ -	\$ 61
Total Liabilites	\$ 11,780	\$ -	\$ -	\$ 11,780
Fund Balance:				
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 214,575	\$ 214,575
Nonspendable:				
Prepaid Items	\$ 30,950	\$ -	\$ -	\$ 30,950
Restricted for:				
Debt Service	\$ -	\$ 669,539	\$ -	\$ 669,539
Unassigned	\$ 638,583	\$ -	\$ -	\$ 638,583
Total Fund Balances	\$ 669,533	\$ 669,539	\$ 214,575	\$ 1,553,647
Total Liabilities & Fund Balance	\$ 681,312	\$ 669,539	\$ 214,575	\$ 1,565,427

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues:</u>				
Assessments - Tax Roll	\$ 886,925	\$ 886,925	\$ 904,472	\$ 17,547
Interest	\$ 2,373	\$ 2,373	\$ 15,498	\$ 13,125
Total Revenues	\$ 889,298	\$ 889,298	\$ 919,969	\$ 30,671
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 12,000	\$ 12,000	\$ 8,400	\$ 3,600
FICA Expense	\$ 918	\$ 918	\$ 643	\$ 275
Engineering	\$ 20,000	\$ 20,000	\$ 23,536	\$ (3,536)
Attorney	\$ 30,000	\$ 30,000	\$ 36,492	\$ (6,492)
Arbitrage	\$ 450	\$ 450	\$ -	\$ 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	\$ 45,423	\$ 45,423	\$ -
Information Technology	\$ 1,300	\$ 1,300	\$ 1,300	\$ 0
Website Maintenance	\$ 867	\$ 867	\$ 867	\$ -
Telephone	\$ 100	\$ 100	\$ -	\$ 100
Postage	\$ 2,600	\$ 2,600	\$ 1,445	\$ 1,155
Printing & Binding	\$ 500	\$ 500	\$ 189	\$ 311
Insurance	\$ 7,981	\$ 7,981	\$ 7,763	\$ 218
Legal Advertising	\$ 5,500	\$ 5,500	\$ 1,930	\$ 3,570
Other Current Charges	\$ 2,400	\$ 2,400	\$ 971	\$ 1,429
Office Supplies	\$ 400	\$ 400	\$ 82	\$ 318
Property Appraiser	\$ 7,000	\$ 7,000	\$ 9,537	\$ (2,537)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 150,564	\$ 150,564	\$ 151,701	\$ (1,137)

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Operations & Maintenance</u>				
Field Services	\$ 11,140	\$ 11,140	\$ 11,140	\$ -
Property Insurance	\$ 21,500	\$ 21,500	\$ 22,169	\$ (669)
Electric	\$ 2,544	\$ 2,544	\$ 1,410	\$ 1,134
Landscape Maintenance	\$ 220,544	\$ 220,544	\$ 192,974	\$ 27,570
Landscape Improvement Areas Contingency	\$ 18,500	\$ 18,500	\$ 2,095	\$ 16,405
Aquatic Control Maintenance	\$ 159,828	\$ 159,828	\$ 152,976	\$ 6,852
Aquatic Midge Management	\$ 194,062	\$ 194,062	\$ 176,428	\$ 17,634
R&M - Plant Replacement	\$ 7,000	\$ 7,000	\$ -	\$ 7,000
Storm Structure Repairs	\$ 41,616	\$ 41,616	\$ 1,757	\$ 39,859
Contingency	\$ 12,000	\$ 12,000	\$ 85,796	\$ (73,796)
Total Operations & Maintenance:	\$ 688,734	\$ 688,734	\$ 646,745	\$ 41,989
<u>Other Expenditures</u>				
Transfer Out - Capital Reserve	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Total Other Expenditures	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Total Expenditures	\$ 889,298	\$ 889,298	\$ 848,447	\$ 40,851
Net Change in Fund Balance	\$ -		\$ 71,522	
Fund Balance - Beginning	\$ -		\$ 598,010	
Fund Balance - Ending	\$ -		\$ 669,533	

Poinciana

Community Development District

Debt Service Fund - Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 1,279,197	\$ 1,279,197	\$ 1,305,063	\$ 25,865
Assessments - Prepayments	\$ -	\$ -	\$ 15,483	\$ 15,483
Interest	\$ 15,000	\$ 15,000	\$ 36,802	\$ 21,802
Total Revenues	\$ 1,294,197	\$ 1,294,197	\$ 1,357,348	\$ 63,151
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)		\$ 43,559	
Net Change in Fund Balance	\$ (14,979)		\$ 43,559	
Fund Balance - Beginning	\$ 478,956		\$ 625,980	
Fund Balance - Ending	\$ 463,977		\$ 669,539	

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 7,530	\$ 7,530
Total Revenues	\$ -	\$ -	\$ 7,530	\$ 7,530
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 7,530	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Total Other Financing Sources/(Uses)	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Net Change in Fund Balance	\$ 50,000		\$ 57,530	
Fund Balance - Beginning	\$ 150,440		\$ 157,045	
Fund Balance - Ending	\$ 200,440		\$ 214,575	

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	\$ -	\$ -	\$ 2,439	\$ 904,472
Interest	\$ 1,597	\$ 953	\$ 723	\$ 421	\$ 382	\$ 676	\$ 2,385	\$ 2,209	\$ 1,622	\$ 1,549	\$ 1,302	\$ 1,680	\$ 15,498
Total Revenues	\$ 1,597	\$ 234,963	\$ 553,623	\$ 33,293	\$ 31,799	\$ 12,876	\$ 28,146	\$ 6,158	\$ 10,546	\$ 1,549	\$ 1,302	\$ 4,118	\$ 919,969
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	\$ 3,251	\$ 23,536
Attorney	\$ 2,591	\$ 5,005	\$ 793	\$ 3,867	\$ 3,334	\$ 2,782	\$ 3,310	\$ 3,931	\$ 1,329	\$ 2,692	\$ 2,389	\$ 4,468	\$ 36,492
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	\$ 3,785	\$ 45,423
Information Technology	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 1,300
Website Maintenance	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 867
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 114	\$ 2	\$ 30	\$ 374	\$ 133	\$ 363	\$ 69	\$ 121	\$ 190	\$ 37	\$ 7	\$ 7	\$ 1,445
Printing & Binding	\$ 8	\$ -	\$ -	\$ -	\$ 2	\$ 6	\$ -	\$ -	\$ -	\$ 172	\$ -	\$ -	\$ 189
Insurance	\$ 7,763	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,763
Legal Advertising	\$ -	\$ 304	\$ 270	\$ 299	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 658	\$ -	\$ 400	\$ 1,930
Other Current Charges	\$ 125	\$ 124	\$ 88	\$ 56	\$ 58	\$ 59	\$ 59	\$ 109	\$ 113	\$ 85	\$ 48	\$ 48	\$ 971
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 73	\$ 0	\$ 7	\$ 0	\$ 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	\$ 17,434	\$ 12,139	\$ 151,701

Poinciana
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operation and Maintenance</i>													
Field Services	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	\$ 928	11,140
Property Insurance	\$ 22,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	22,169
Electric	\$ 81	\$ 88	\$ 170	\$ 104	\$ -	\$ 208	\$ 104	\$ 105	\$ 110	\$ 107	\$ 200	\$ 130	1,410
Landscape Maintenance	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	\$ 16,081	192,974
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	\$ 12,748	152,976
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	\$ 14,703	176,428
R&M - Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Storm Structure Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,757	\$ -	1,757
Contingency	\$ 59,600	\$ 13,500	\$ 650	\$ 1,271	\$ 1,002	\$ -	\$ -	\$ 3,433	\$ -	\$ -	\$ 3,800	\$ 2,540	85,796
Total Operations & Maintenance:	\$ 126,310	\$ 58,048	\$ 45,280	\$ 45,835	\$ 45,462	\$ 44,668	\$ 44,564	\$ 47,997	\$ 46,665	\$ 44,567	\$ 50,217	\$ 47,132	\$ 646,745
<i>Other Expenditures</i>													
Transfer Out - Capital Reserve	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	50,000
Total Other Expenditures	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Total Expenditures	\$ 198,818	\$ 69,058	\$ 52,827	\$ 56,079	\$ 59,263	\$ 54,719	\$ 59,871	\$ 61,804	\$ 53,950	\$ 55,136	\$ 67,651	\$ 59,270	\$ 848,447
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)	\$ (66,349)	\$ (55,152)	\$ 71,522

Poinciana
Community Development District
Special Assessment Receipts
Fiscal Year 2025

MAINTENANCE ASSESSMENTS

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

100%

<i>Date</i>	<i>Distribution</i>	<i>Gross Assessments Received</i>	<i>Discounts/Penalties</i>	<i>Commissions Paid</i>	<i>Interest Income</i>	<i>Net Assessments Received</i>	<i>General Fund</i>
11/13/24	10/21/24	\$ 13,836.03	\$ (715.20)	\$ (262.42)	\$ -	\$ 12,858.41	\$ 12,858.41
11/15/24	10/01-10/31/24	\$ 6,363.24	\$ (254.54)	\$ (122.18)	\$ -	\$ 5,986.52	\$ 5,986.52
11/19/24	11/01-11/07/24	\$ 98,377.86	\$ (3,932.98)	\$ (1,888.90)	\$ -	\$ 92,555.98	\$ 92,555.98
11/26/24	11/08-11/15/24	\$ 130,312.18	\$ (5,200.54)	\$ (2,502.23)	\$ -	\$ 122,609.41	\$ 122,609.41
12/6/24	11/16-11/26/24	\$ 199,480.63	\$ (7,966.46)	\$ (3,830.29)	\$ -	\$ 187,683.88	\$ 187,683.88
12/20/24	11/24-11/30/24	\$ 330,974.19	\$ (13,236.20)	\$ (6,354.76)	\$ -	\$ 311,383.23	\$ 311,383.23
12/27/24	12/1-12/15/24	\$ 57,066.05	\$ (2,133.84)	\$ (1,098.65)	\$ -	\$ 53,833.56	\$ 53,833.56
1/10/25	12/16-12/31/24	\$ 34,640.00	\$ (1,097.89)	\$ (670.84)	\$ -	\$ 32,871.27	\$ 32,871.27
2/3/25	10/1-12/31/24	\$ -	\$ -	\$ -	\$ 1,264.27	\$ 1,264.27	\$ 1,264.27
2/10/25	1/1-1/31/25	\$ 31,894.58	\$ (1,126.37)	\$ (615.36)	\$ -	\$ 30,152.85	\$ 30,152.85
3/7/25	02/01-02/28/25	\$ 12,566.64	\$ (117.59)	\$ (248.99)	\$ -	\$ 12,200.06	\$ 12,200.06
4/11/25	03/01-03/31/25	\$ 26,170.59	\$ (2.45)	\$ (523.36)	\$ -	\$ 25,644.78	\$ 25,644.78
4/30/25	01/01-03/31/25	\$ -	\$ -	\$ -	\$ 116.45	\$ 116.45	\$ 116.45
5/9/25	04/01-04/30/25	\$ 4,029.22	\$ -	\$ (80.59)	\$ -	\$ 3,948.63	\$ 3,948.63
6/13/25	05/01-05/31/25	\$ 3,592.74	\$ -	\$ (71.86)	\$ -	\$ 3,520.88	\$ 3,520.88
6/20/25	6/2/25	\$ 5,513.02	\$ -	\$ (110.26)	\$ -	\$ 5,402.76	\$ 5,402.76
9/30/25	4/4/25-6/30/25	\$ -	\$ -	\$ -	\$ 42.27	\$ 42.27	\$ 42.27
10/30/25	Excess	\$ 2,396.38	\$ -	\$ -	\$ -	\$ 2,396.38	\$ 2,396.38
Total Collected		\$ 957,213.35	\$ (35,784.06)	\$ (18,380.69)	\$ 1,422.99	\$ 904,471.60	\$ 904,471.59
Percentage Collected		102%					

DEBT SERVICE ASSESSMENTS

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

100%

<i>Date</i>	<i>Distribution</i>	<i>Gross Assessments Received</i>	<i>Discounts/Penalties</i>	<i>Commissions Paid</i>	<i>Interest Income</i>	<i>Net Assessments Received</i>	<i>Debt Service Fund</i>
11/13/24	10/21/24	\$ 20,654.44	\$ (1,067.26)	\$ (391.74)	\$ -	\$ 19,195.44	\$ 19,195.44
11/15/24	10/01-10/31/24	\$ 8,601.08	\$ (344.03)	\$ (165.14)	\$ -	\$ 8,091.91	\$ 8,091.91
11/19/24	11/01-11/07/24	\$ 134,613.95	\$ (5,381.35)	\$ (2,584.65)	\$ -	\$ 126,647.95	\$ 126,647.95
11/26/24	11/08-11/15/24	\$ 180,293.01	\$ (7,198.60)	\$ (3,461.89)	\$ -	\$ 169,632.52	\$ 169,632.52
12/6/24	11/16-11/26/24	\$ 284,206.93	\$ (11,350.83)	\$ (5,457.12)	\$ -	\$ 267,398.98	\$ 267,398.98
12/20/24	11/08-11/15/24	\$ 489,270.64	\$ (19,566.80)	\$ (9,394.08)	\$ -	\$ 460,309.76	\$ 460,309.76
12/27/24	11/16-11/26/24	\$ 82,708.72	\$ (3,084.99)	\$ (1,592.47)	\$ -	\$ 78,031.26	\$ 78,031.26
1/10/25	12/16-12/31/24	\$ 51,944.55	\$ (1,651.94)	\$ (1,005.85)	\$ -	\$ 49,286.76	\$ 49,286.76
2/3/25	10/1-12/31/24	\$ -	\$ -	\$ -	\$ 1,823.94	\$ 1,823.94	\$ 1,823.94
2/10/25	1/1-1/31/25	\$ 47,484.25	\$ (1,699.28)	\$ (915.70)	\$ -	\$ 44,869.27	\$ 44,869.27
3/7/25	02/01-02/28/25	\$ 18,610.97	\$ (175.77)	\$ (368.70)	\$ -	\$ 18,066.50	\$ 18,066.50
4/11/25	03/01-03/31/25	\$ 39,139.72	\$ (3.74)	\$ (782.72)	\$ -	\$ 38,353.26	\$ 38,353.26
4/30/25	01/01-03/31/25	\$ -	\$ -	\$ -	\$ 167.99	\$ 167.99	\$ 167.99
5/9/25	04/01-04/30/25	\$ 6,156.66	\$ -	\$ (123.13)	\$ -	\$ 6,033.53	\$ 6,033.53
6/13/25	05/01-05/31/25	\$ 5,489.73	\$ -	\$ (109.79)	\$ -	\$ 5,379.94	\$ 5,379.94
6/20/25	6/2/25	\$ 8,423.98	\$ -	\$ (168.48)	\$ -	\$ 8,255.50	\$ 8,255.50
9/30/25	4/4/25-6/30/25	\$ -	\$ -	\$ -	\$ 60.99	\$ 60.99	\$ 60.99
10/30/25	Excess	\$ 3,457.23	\$ -	\$ -	\$ -	\$ 3,457.23	\$ 3,457.23
Total Collected		\$ 1,381,055.86	\$ (51,524.59)	\$ (26,521.46)	\$ 2,052.92	\$ 1,305,062.73	\$ 1,305,062.73
Percentage Collected		102%					

SECTION D



Poinciana Community Development District



November 19th, 2025

Joel Blanco - Field Services Manager

GMS

Completed/In Progress

Additional Landscaping (Bella Viana Landscaping Bed & E-21 South Tract)

- Field Staff communicated approval of the additional landscaping services on the landscaping bed to the left of the Bella Viana exit ramp and E-21 bush hogging on the south portion of the tract.
- Bella Viana landscaping beds were de-weeded with dead oleander tree branches removed throughout the area and bushes trimmed.
- E-21 bush hogging has been scheduled for the later end of week of 11/10.



Site Items

Landscape Review



- Field Staff has continued to review the landscaping throughout the district.
- The CDD owned buffer area behind Umbria Dr. has been consistently serviced mowed with overhanging branches trimmed off.
- Pond tracts have been neatly mowed with vendor mowing closer to the waterline to clean up banks in anticipation of the dry season and preparation for the spring/summer months.
- Resident on 981 Glendora Rd. reported a trio of cypress trees closer to her home and requested board consideration for removal. Area was reviewed, staff found tree roots close to the homes foundation.
- District engineer provided a list of wetland crossing checkpoints for field review. (4) areas were reviewed with one—on Bell Tower Crossing W in need of service.

Site Items

Landscape Maintenance Review Cont'd



- ✚ Resident on 4042 Via Toledo Dr. reported and requested board consideration of maintenance for a landscaping bed on CDD tract—corner of P-5 for bush and palm trimming.
- ✚ Both Venezia Tunnel and Shorehaven park have been consistently maintained in satisfactory standards similar to surrounding HOA maintained areas.

Site Items

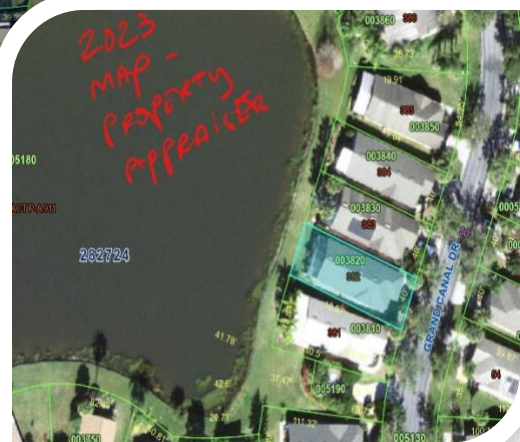
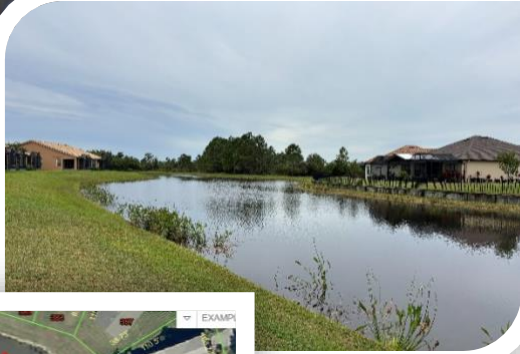
Pond Review



- ✚ Field Staff has continued to review the ponds alongside the aquatics vendor throughout the district.
- ✚ Note: During the dry season, while landscaping vendor is mowing closer to the waterline, aquatics vendor will spray in between littorals to treat weeds to clean the area.
- ✚ Per board request, attached is proposal to remove fireflags on Shorehaven Park and replace with the trio of pickerelweed, spike rush, and duck potato.
- ✚ Field staff has been monitoring bank on A9 for the entire year (winter, spring, summer, and fall), the bank has prominent shelving with some littorals present. Staff would recommend planting spike rush throughout the backside of the pond.

Site Items

Pond Review Cont'd



- ✚ Field Staff removed several water bottles and scattered trash throughout district ponds.
- ✚ Ponds reviewed from L to R: E3, A10B, A10A, D6, C12, PC2, and A9
- ✚ Staff has received several requests to treat C4 for midges. Both staff and account manager for Clarke have reviewed the area, noting that the area is not as intense as past areas where larvicide was recommended.

Conclusion

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

Respectfully,
Joel Blanco

SECTION 1



Aquatics Maintenance Report

Poinciana CDD

October 2025

Inspection Report

Pond: D-5



Comments: Grasses are brown and dead, hydrilla will be treated this month at the cost of some of the Littorals, I have no boat access to this pond.

Pond: D-6



Comments: Grasses are dying, Chara and filamentous algae are dying, just need another spray this month with the boat.

Inspection Report

Pond: D-7



Comments: Grasses are dying, Chara and filamentous are dying, and will be treated again this month with the boat.

Pond: D-8



Comments: Grasses are dying, Chara and filamentous are dying, and will be treated again this month with the boat.

Inspection Report

Pond: D-9



Comments: Grasses and duckweed are dying, Chara and filamentous are dying and will be treated again this month with the boat.

Pond: A-12



Comments: Grasses are dead, hydrilla and algae look good. I will continue to monitor this pond and keep you all in the loop for the next few months.

Inspection Report

Pond: A-13



Comments: Grasses are dead, crested floating hearts are still under control. Hydrilla and algae look good.

Pond: C-12



Comments: Grasses are dead, hydrilla looks good for now, will let it go until Feb or March and get the 1st treatment of next season.

Pond #	Date Serviced	Algae	Grasses	Submersed Wee	No Treatment Ne	Comments	INSPECTED	
OD-01								
OD-02								
OD-03								
OD-04								
OD-05								
OD-06	11-7/		AN-ECO			CHARA IS DYING WILL RETREAT WITH BOAT WEEK OF NOV 10-14		
OD-07	11-7/		AN-ECO			CHARA IS DYING WILL RETREAT WITH BOAT WEEK OF NOV 10-14		
OD-08	11-7/		AN-ECO			CHARA IS DYING WILL RETREAT WITH BOAT WEEK OF NOV 10-14		
OD-09	11-7/		AN-ECO			CHARA IS DYING WILL RETREAT WITH BOAT WEEK OF NOV 10-14		
OD-10								
OD-11								
OC-01								
OC-02								
OC-03								
OC-06A	11-7		AN-ECO			SMALL RING OF ALGAE-WILL REVISIT WEEK OF 17-20-MAMA GATOR WITH BABIES		
OC-06B	11-7		AN-ECO			SMALL RING OF ALGAE-WILL REVISIT WEEK OF 17-20-MAMA GATOR WITH BABIES		
OC-08								11-7
OC-09								11-7
OC-10								11-7
OC-11								
OC-12								
OC-13								
OC-14								
OC-15								
OC-16								
OC-17								
OC-18								
OC-19								
OC-20								
OB-01	11-5					GRASSES LOOK GOOD-CUT DOWN SMALL PRIMROSE-SMALL RING OF ALGAE, H2O GETTING LOW FOR BOAT LAUNCH		
OB-05	11-5		AN-ECO			SPRAYED SMALL SWATH-POND LOOKS GOOD-WILL TREAT WITH BOAT TO GET GRASSES ON THE OUTSIDE OF LITTORALS		
OB-06	11-5		AN-ECO			GOLF COURSE MOWED-I WILL REVIST WEEK OF NOV 17-20		
OB-11								
OB-15								
OB-16								
OF-07								
OA-01	11-5		AN-ECO			GOLF COURSE FINALLY MOWED,TREATED GRASSES WITH GATOR-WILL USE BOAT FOR HYDRILLA IN NOV		
OA-02								
OA-03						GRASSES LOOK GOOD/	11-4/	
OA-04						GRASSES LOOK GOOD/	11-4/	
OA-05						GRASSES LOOK GOOD/	11-4/	
OA-06						GRASSES LOOK GOOD/	11-4/	
OA-07						GRASSES LOOK GOOD/	11-4/	
OA-08						GRASSES LOOK GOOD/	11-4/	
OA-09								
OA-10A								
OA-10B								
OA-11								
OA-12								
OA-13								

OA-20								
OA-21	11-4		AN-ECO			SPRAYED GRASSES-WILL REVISIT WEEK OF NOV 17-20		
OA-22	11-4		AN-ECO			SPRAYED GRASSES-WILL REVISIT WEEK OF NOV 17-20		
OO-POLK	Club Pond							
OE-01								
OE-02								
OE-03								
OE-05								
OE-06								
OE-08								
OE-11								
OE-15	Golf Course pond							
OE-18								
OE-19								
OE-21								
OE-31								
P-1A/P-1B							11-4-HYDRILLA WILL TREAT WEEK OF NOV 17-20	1B-WILL BE TREATED WEEK OF NOV 10-13
P-2								
P-3								
P-4/P-4B								
P-5								
P-6							11-4-ALGAE WILL TREAT WITH BOAT WEEK OF NOV 10-13	
P-8	11-4					SPRAYED 90% OF GRASSES-WILL REVISIT WEEK OF NOV 17-20		
P-9								
P-10								
P-11								
P-13								
P-14								
P-15								
5A-P-16								
5C-P-16								
OS-3						BOAT TREATMENT WEEK OF 17-20		
5E-W-C-3								
P-1F								
Canal 1						BOAT TREATMENT WEEK OF 17-20		
C-3								
C-4	11-4/		AN-ECO			GOLF COURSE MOWED GRASSES-I GOT A GOOD TREATMENT ON THE GRASSES-WILL REVISIT WEEK OF NOV.17-20		

SECTION 2



Run By: kissasst

All Services By Customer Summary

Page 1 of 1
Monday, November 3, 2025
8:18:49 AM

Poinciana Community Development Dist (S07800)

Filter Date between 10/01/2025 and 10/31/2025

Customer	Work Type	Service Item	Service Item Description	Start Date	End Date	Used Quantity	Unit Of Measure	Ponds Treated
S07800 - Poinciana Community Development Dist	Comfort Pack	KIS2911 - BP Barrier		10/24/2025	10/24/2025	0.19	mi	
S07800 - Poinciana Community Development Dist	Comfort Pack	KIS2911 - BP Barrier		10/30/2025	10/30/2025	0.19	mi	
						0.38		
S07800 - Poinciana Community Development Dist	Municipal Back Pack	KIS1818 - Strike Pellets 10lbs/acre		10/24/2025	10/24/2025	9.67	acr	1,3,5,18,21,23
						9.67		
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		10/02/2025	10/02/2025	10.14	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		10/02/2025	10/02/2025	17.20	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		10/09/2025	10/09/2025	15.60	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		10/10/2025	10/10/2025	10.40	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		10/16/2025	10/16/2025	14.20	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		10/17/2025	10/17/2025	10.60	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		10/23/2025	10/23/2025	17.90	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		10/24/2025	10/24/2025	10.80	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		10/30/2025	10/30/2025	12.00	mi	
S07800 - Poinciana Community Development Dist	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		10/30/2025	10/30/2025	16.10	mi	
						134.94		

Date of Request	Resident	Address	Contact Given	Pond	Request
2/9/2024	Steve Mizel	117 Torino Ln.		B1	NO SPRAYING AROUND HOME WHATSOEVER
10/20/2025	Rose Kerr	389 Sorrento Rd.		E3	Spray as close to home as possible
10/20/2025	Ed Davidson	124 Amalfi Lane		E3	Spray as close to home as possible
10/24/2025	Susan Stephan	385 Sorrento Road		E3	Spray as close to home as possible
10/27/2025	Deidre Richardson	116 Amalfi Lane		PE3	Spray as close to home as possible
10/27/2025	Rose Kerr	389 Sorrento Road		E3	(Following Up) Spray as close to home as possible
11/10/2025	Linda Lelli	221 Sorrento Rd		E3	Spray as close to home as possible

SECTION 3

Date	Resident	Address	Contact Given	Pond	Complaint	Assigned To	Resolution	Date Resolved
10/6/2025	Joy Aronson	151 Terra Vista Ln		Multiple	Sent photos of ponds; requesting clean up	Joel	Request specific ponds for review.	10/07/2025
10/7/2025	Doug Martin	3756 Via Rizzoli Ct		P1B	Overgrown weeds, edge grasses; requesting maintenance and clean up	Joel	Left voicemail, communicating review of the area has been scheduled.	10/07/25
10/8/2025	Stan Brzoska	4042 Via Toledo Ct		P5	Requesting follow up; weeds still overgrown	Joel	Left voicemail, communicating review of the area has been scheduled.	10/09/2025
10/8/2025	Loretta Capalbo			N/A	Requesting information on missing plate cover near Bella Viana Tunnel	Joel	Communicated that area is the HOA's responsibility.	10/09/2025
10/8/2025	Doug Martin	3756 Via Rizzoli Ct		P1B	Follow up; clarifying that home is located NE of the pond	Joel	Communicated review of the area has been scheduled.	10/09/25
10/10/2025	Petrina Hubner	1069 Umbria Dr.			Weeds in flower beds at the end of Umbria Drive	Joel	Requested landscaing vendor to address landscaping beds.	10/13/25
10/13/2025	Tom Kettwig	656 Portofino Dr.		PD2	Requesting update on pond maintenance	Joel	Provided update that the pond was treated with follow up review scheduled for the following week.	10/13/25
10/15/2025	Stan Brzoska	4042 Via Toledo Ct		P5	Requesting follow up and treatment of overgrown weeds/trees	Joel	Communicated to the resident that the area will be reviewed.	10/16/25
10/15/2025	Stanley Reinhold	3639 Via Monte Napoleone Dr.		C4	Midge activity; requesting information on treatment plan	Joel	Treatment has been scheduled with the midge maintenance vendor.	10/16/25
10/15/2025	Leyong Bao	652 San Augusto Dr.		P15	Mosquito/midge? activity		Treatment has been scheduled with the midge maintenance vendor.	10/16/25
10/15/2025	Jerilynne Jankowski	1037 Umbria Dr.		Tract OS-1	Weeds/grasses in tract overgrown, worried about wildlife/snake activity	Joel/Vendor	Reassured resident that the tract is on recurring schedule with CDD landscaping vendor.	10/16/25
10/15/2025	Harry Fuller	1377 Lombardi Ct.		P8	Requesting maintenance of pond	Joel	Treatment has been scheduled with the aquatics vendor.	10/16/25
10/20/2025	Rose Kerr	389 Sorrento Rd.		E3	Midge outbreak; sharp increase in activity	Joel	Address was sent to midge maintenance vendor for closer spraying.	10/20/25
10/20/2025	Eli Ramos	1021 Umbria Dr		Tract OS-1	Weeds/grasses in tract overgrown	Vendor	By the time call was returned, Florawlawn had already mowed the tract.	10/20/25
10/20/2025	Ed Davidson	124 Amalfi Ln		E3	Severe midge outbreak; requesting spraying as close to his home as possible	Joel	Address was sent to midge maintenance vendor for closer spraying.	10/20/25
10/20/2025	Carlos Aboy	1070 Umbria Dr		P8	Pond condition unsatisfactory; weeds/edge grasses are high	Joel	Reviewed the area and schedule treatment with the aquatics vendor.	10/20/25
10/20/2025	Barb Reinhold	3639 Via Monte Napoleone Dr.		C4	Severe midge outbreak; requesting spraying of adulticide	Joel	Additional treatment has been scheduled with the midge maintenance vendor.	10/20/25
10/21/2025	Alyce Paycher	633 Davinci Pass		N/A	Asking about responsibility of drains; indicating a clogged drain	Joel	Reviewed the inlet she was referring to with no evidence of clogging.	10/23/25
10/21/2025	Dean Murphy	581 Grand Canal Dr.		PA1213	Midge swarm; requesting permission to plant Cypress trees	Joel	Treatment has been scheduled with the midge maintenance vendor.	10/23/25
10/21/2025	Suki Sayasith	3644 Via Monte Napoleone Dr.		C3	Midge swarm	Joel	Treatment has been scheduled with the midge maintenance vendor.	10/23/25
10/22/2025	Crisetta Hatwood	620 Shorehaven Dr		P-D8	Debris, algae, plants in pond; requesting maintenance	Joel	Treatment has been scheduled with the aquatics vendor with follow up reviews scheduled.	10/23/25
10/23/2025	Carmela Furia	94 Meridian Ave		N/A	General concern about pond conditions, requesting maintenance	Joel	Requested specific ponds she was referencing.	10/23/25
10/24/2025	Susan Stephan	385 Sorrento Road		PE3	Requesting fogging as close to her home as possible	Joel	Address was sent to midge maintenance vendor for closer spraying.	10/27/25
10/24/2025	Deidre Richardson	116 Amalfi Lane			Requesting fogging as close to her home as possible	Joel	Address was sent to midge maintenance vendor for closer spraying.	10/27/25
10/27/2025	Rose Kerr	389 Sorrento Rd.		E3	Requesting confirmation of being placed on list for fogging as close to her home as possible	Joel	Address was sent to midge maintenance vendor for closer spraying.	10/27/25
10/27/2025	Saeida Hall	626 Vineyard Way		PC20	Ponds look like swamp; requesting maintenance on behalf of neighborhood	Joel	Area was reviewed and progressing with follow up treatments scheduled.	10/27/25
10/27/2025	Patricia Barnett	3372 Fallbrook Dr.		P7	Insects in pond, requesting treatment	Joel	Treatment has been requested with midge maintenance vendor.	10/27/25
10/30/2025	Doug Martin	3756 Via Rizzoli Ct		P1B	Follow up	Joel	HOA communicated that they will address the area for initial clean up.	10/30/25
11/3/2025	Jerilynne Jankowski	1037 Umbria Dr.		Tract OS-1	Requesting update	Joel	Landscaping vendor addressed the overhanging vegetation on the tract.	11/03/25
11/3/2025	Bruce Maytubby	138 Olympus Way		P9	Weeds in pond	Joel	Treatment has been scheduled with the aquatics vendor.	11/03/25
11/5/2025	Sheila Lequia	981 Glendora Rd S			Requesting removal of cypress trees	Joel	Area has been reviewed and subject for discussion at the November BOS meeting.	11/06/25
11/3/2025	Stan Brzoska	4042 Via Toledo Ct		P5	Requesting update on trimming of trees/bushes behind home	Joel	Communicated to resident that the area has been reviewed and request has been sent to board for consideration.	11/06/25
11/5/2025	Stan Brzoska	4042 Via Toledo Ct		P5	Requesting update	Joel	Communicated to resident that this will be discussed at BOS meeting; Board action needed	11/06/25
11/6/2025	Marjorie Morand	417 Grand Canal Dr.		PA911	Pond bank eroding; requesting update	Joel	Communicated to resident that pond has been monitored for a year, and signs of erosion are apparent. Littoral plantings to be discussed at BOS meeting; Board action needed	11/06/25
11/8/2025	Regenia Thomas	413 Grand Canal Dr.		PA911	Requesting update on review of encroachment	Joel	No encroachment, tract intact. Littoral plantings to be discussed at BOS meeting; Board action needed	11/10/25
11/10/2025	Linda Lelli	221 Sorrento Rd		PE3	Midge outbreak; requesting to be added to list for close spraying	Joel	Communicated that address has been sent to Clarke for closer spraying.	11/10/25