

*Poinciana West
Community Development District*

Agenda Package

March 21, 2018

AGENDA

Poinciana West

Community Development District

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Phone: 407-841-5524 – Fax: 407-839-1526

March 14, 2018

**Board of Supervisors
Poinciana West Community
Development District**

Dear Board Members:

The Board of Supervisors of Poinciana West Community Development District will meet **Wednesday, March 21, 2018 at 11:30 AM at the Starlight Ballroom, 384 Village Drive, Poinciana, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Pledge of Allegiance
3. Public Comment Period
4. Approval of Minutes of the January 17, 2018 Board of Supervisors Meeting, December 13, 2017 Joint Board of Supervisors Meeting and Acceptance of Minutes of the January 17, 2018 Audit Committee Meeting
5. Ratification of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2017
6. Consideration of Engineering Services Agreement with GAI Consultants, Inc.
7. Staff Reports
 - A. Attorney
 - i. Litigation Update
 - B. Engineer
 - i. Presentation of Annual Stormwater Management System Inspection
 - C. District Manager
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - D. Field Manager
 - i. Field Manager's Report
 - ii. Priority Stormwater System Repairs
 - iii. Customer Complaint Log
 - iv. American Ecosystems Aquatic Treatment Report
 - v. Clarke Environmental Midge Treatment Report
8. Supervisor's Requests
9. Audience Comments
10. Other Business
11. Next Meeting Date – April 18, 2018
12. Adjournment

The second order of business is the reciting of the Pledge of Allegiance.

The third order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The fourth order of business is the approval of minutes from the January 17, 2018 Board of Supervisors meeting, December 13, 2017 Joint Board of Supervisors meeting and acceptance of the minutes from the January 17, 2018 Audit Committee meeting. All three sets of minutes are enclosed for your review.

The fifth order of business is the ratification of agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for the Fiscal Year 2017. A copy of the agreement is enclosed for your review.

The sixth order of business consideration of the engineering services agreement with GAI Consultants, Inc. A copy of the agreement is enclosed for your review.

The seventh order of business is Staff Reports. Section A is the Attorney's Report and an update on the litigation will be discussed under Sub-Section 1. Section B is the Engineer's Report. Sub-Section 1 includes the annual inspection report for your review. Section C is the District Manager's Report. Sub-Section 1 includes the check register for approval and Sub-Section 2 includes the balance sheet and income statement for your review. Section D is the Field Manager's Report. Sub-Section 1 includes the report that will provide details of field issues going on in the community. Sub-Section 2 is the discussion of the priority stormwater system repairs. This is an open discussion item. Sub-Section 3 includes the customer complaint log for review. Sub-Sections 4 and 5 are included in the Field Manager's Report.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. Flint', is written over a faint, light blue rectangular stamp.

George S. Flint
District Manager

CC: Michael Eckert, District Counsel
Kathleen Leo, District Engineer
Brian Smith, Field Manager
Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING
POINCIANA WEST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Poinciana West Community Development District was held on Wednesday, January 17, 2018 at 12:45 p.m. in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Charles W. Case	Chairman
Leonard Vento	Vice Chairman
Bill Brown	Assistant Secretary
Sidney Rosenberg	Assistant Secretary
Shirley Bzdewka	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Eckert	District Counsel
Michael Dell'Isola	District Engineer
Brian Smith	Field Manager
Russ Simmons	Inframark

The following is a summary of the discussions and actions taken at the January 17, 2018 Poinciana West Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

On MOTION by Mr. Brown, seconded by Mr. Vento, with all in favor, the regular meeting was opened.

Board Members introduced themselves and a quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited at the Audit Committee Meeting.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS**Approval of December 13, 2017 Meeting Minutes**

Mr. Case presented the minutes of the December 13, 2017 meeting. There were no corrections.

On MOTION by Mr. Vento, seconded by Mr. Brown, with all in favor, the Minutes of the December 13, 2017 Meeting, were approved.

FIFTH ORDER OF BUSINESS**Consideration of Engineering RFQ Submissions**

Mr. Flint recalled that previously, the Board authorized staff to issue a request for qualifications for District Engineering services, under the Consultant's Competitive Negotiations Act (CCNA). The selection of services must be based on qualifications, not price. An advertisement was placed, and as a result, GAI Consultants, Inc. and Hanson, Walter & Associates submitted proposals. The selection criteria that the Board approved were included in the agenda package, along with the engineering proposals. The Poinciana CDD deferred action to next month to review the submittals.

Mr. Vento preferred GAI, due to the representation and experience of Ms. Leo. GAI received a score of 100 points Hanson received 95 points; however, due to neither firm being a Certified Minority Business, the totals were adjusted to GAI receiving 95 votes and Hanson 90 votes. The Board agreed.

On MOTION by Mr. Brown, seconded by Ms. Bzdewka, with all in favor, the ranking of the District Engineering Services contract to was approved, and staff authorized to negotiate an agreement with GAI Consultants, Inc.

SIXTH ORDER OF BUSINESS**Consideration of Audit Committee Recommendation**

Mr. Eckert requested that the Board direct staff to negotiate a contract with the number one ranked firm, or the second ranked firm, if negotiations with the number one ranked firm failed.

On MOTION by Mr. Vento, seconded by Mr. Rosenberg, with all in favor, the Audit Committee ranking was approved and staff was authorized to negotiate an agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for the Fiscal Year 2017.

SEVENTH ORDER OF BUSINESS

Consideration of Addendum to GMS-CF, LLC District Management Agreement for Website Management and Dissemination Agent Services

Mr. Eckert stated that, at the last meeting, the Board approved an addendum for Dissemination Agent and website services, which were not yet authorized in the Management Contract. Dissemination Agent services is \$5,000 and \$1,500 for website services, annually. A District website was required by the State.

On MOTION by Mr. Brown, seconded by Mr. Rosenberg, with all in favor, the Addendum to the GMS-CF, LLC District Management Agreement for Website Management and Dissemination Agent Services, was approved.

EIGHTH ORDER OF BUSINESS

District Manager's Report

A. Presentation of Financial Statements

Mr. Flint presented the financial statements prepared by Inframark through December 31, 2017.

Mr. Vento asked why there was a net and gross amount for non-ad Valorem special assessments. Mr. Flint explained that the net amount was what was received from the County. To get the gross amount, collection costs were added. To date, 91% was collected. Mr. Case noted many expenditures over 25% of budget.

Mr. Vento recalled that the budget was adjusted for legal advertising, due to the number of additional meetings. Mr. Flint agreed that \$2,000 was not sufficient and would provide a Variance Report. Mr. Eckert noted that the District was not planning to meet in February and suggested that the Board may not have all scheduled meetings this year.

Ms. Bzdewka recalled a resident asking if Floralawn or the CDD were paying for the replacement of broker sprinkler heads. Mr. Simmons confirmed that Floralawn did not charge the District for replacement heads.

On MOTION by Ms. Bzdewka, seconded by Mr. Vento, with all in favor, the December 31, 2017 Financial Statements, were approved.

Mr. Case asked about the transition. Mr. Flint and Mr. Eckert communicated with Mr. Koncar several times, via phone and emails. Mr. Eckert prepared a transition list and remaining items included the quarterly Disclosure Report tax filings and proration of the final bills. According to Inframark, the records will be available on January 25, the last day of their contract. Mr. Case recalled that Mr. Koncar promised a smooth transition, and understood that Inframark was not providing requested items by GMS in a timely fashion. Mr. Flint acknowledged that he planned to complete the transition sooner, but Inframark was holding up the process.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i. Litigation Update

Mr. Eckert reported that the Supreme Court appeal was scheduled for oral arguments on April 4th; therefore, the earliest time to issue bonds would be in the fall.

B. Engineer

Mr. Dell'Isola reported that the annual pond inspections were ongoing and the final report would be completed in two weeks. A resident approached him regarding a pond on 848 Pacific Ridge Road that was supposed to be a dry pond, but was not draining. It would be included as part of the inspection.

Mr. Case asked about the aerator. Mr. Dell'Isola stated that the electrical cost to bring electric to the air compressor was three times the amount of the expectation, with the exception of ponds that abut roadways. Mr. Case asked about the timing. Mr. Case stated that the timing was yet to be determined, as the Poinciana CDD budget must be increased by \$6,000 or \$7,000. Mr. Flint would place this item on the next agenda.

Mr. Vento suggested that the Board discuss pond turnover and ask Avatar to have power to the pond before turning it over. Mr. Dell'Isola anticipated challenges, because there was no technical code requirement for the ponds to have midge controls. Mr. Brown suggested setting a condition of accepting the ponds, unless they were at a level of satisfaction. Mr. Eckert advised that this must be negotiated, even though there was a current agreement to accept the ponds when they function for their intended purpose. Mr. Eckert would meet with the developer and District Engineer to discuss.

C. Field Manager

There being nothing further, the next item followed.

TENTH ORDER OF BUSINESS

Supervisor's Request

Mr. Case recalled an amended agreement with Floralawn about mowing the canal banks with a mulching mower to keep cuttings away from the pond. He received pictures from a resident of grass cuttings in their lanai and plant beds after Floralawn mowed the lake bank. Mr. Dell'Isola would review the scope and ask Mr. Smith and Mr. Simmons to talk to Floralawn.

Mr. Case received an email from Mr. Donovan Brown, a resident, about a dry pond, which he forwarded to Mr. Koncar on December 12th. Mr. Dell'Isola indicated that it was a 95% dry pond that went 60 feet into another structure. During the rainy season, it would not be completely dry. Mr. Case voiced concern about the pond becoming a breeding ground for mosquitos.

Mr. Case indicated that Mr. Gene Birch, Vice President of the Fishing Club, reminded the Board about the mitered end sections. Mr. Dell'Isola stated that, according to the Fishing Group, a specific mitered end section was flagged four years ago, but they could not be addressed because of the approaching wet season. All ponds would be re-inspected and the mitered end sections would be addressed. Mr. Dell'Isola provided a picture showing erosion behind the mitered end sections, due to raising and lowering of the pond. Broken mitered end sections from last year were not replaced, due to a request for additional information. The new annual inspection would address all of these issues.

Ms. Bzdewka asked if there was a scheduled time for mosquito spraying. Mr. Dell'Isola indicated that general mosquito spraying was performed by the County.

Mr. Case asked if the engineering firm followed up on recommendations from the last annual inspection. Mr. Dell'Isola stated that the report was provided to the District Manager, but there was no follow up inspection by the Engineer. Mr. Flint noted that bids would be obtained for any repairs identified in the report and the District Engineer would inspect the repairs after they were completed.

ELEVENTH ORDER OF BUSINESS**Audience Comments**

There being nothing further, the next item followed.

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Brown, seconded by Ms. Bzdewka, with all in favor, the meeting was adjourned at 1:20 p.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
POINCIANA WEST
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Poinciana West Community Development District was held on Wednesday, January 17, 2018 at 12:25 p.m. in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present were:

Charles W. Case
Leonard Vento
Bill Brown
Sidney Rosenberg
Shirley Bzdewka
George Flint
Michael Eckert
Michael Dell'Isola
Brian Smith
Russ Simmons

Chairman

The following is a summary of the discussions and actions taken at the January 17, 2018 Poinciana West Community Development District's Audit Committee Meeting.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Case called the meeting to order at 12:25 p.m. Board Members introduced themselves and a quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

Mr. Case requested a moment of silence on behalf of Richard Kellogg who passed away.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Approval of January 3, 2018 Meeting Minutes

Mr. Case presented the minutes of the January 3, 2018 meeting. There were no corrections.

On MOTION by Mr. Brown, seconded by Ms. Bzdewka, with all in favor, the Minutes of the January 3, 2018 Meeting, were approved.

FIFTH ORDER OF BUSINESS

Consideration of Audit RFP Submissions

Mr. Case stated that the Board received four responses to the District's request for proposals for auditing services.

At Mr. Eckert's request, Mr. Flint explained the RFP process and the companies that submitted proposals. The Audit Committee previously approved the selection criteria and the RFP that was advertised and sent to firms that perform 95% of audits. Proposals were received from Berger, Toombs, Elam, Gaines & Frank, Carr, Riggs & Ingram, Grau & Associates and McDirmit Davis & Company. All firms provided three-year pricing.

Mr. Case believed that all candidates were highly qualified and equally balanced for "*ability to perform*", "*ability of personnel*", "*experience*" and "*understanding scope of work*"; however, "*ability to furnish required services*" and "*price points*" differed. He proposed 100 points for Berger, Toombs, Elam, Gaines & Frank, 96 points for McDirmit Davis & Company, 95 points for Grau & Associates and 91 points for Carr, Riggs & Ingram. For price point, Berger, Toombs, Elam, Gaines & Frank was the most reasonable, which Mr. Case was concerned about, along with in-house training. The Board agreed with Mr. Case's ranking. Discussion ensued. Mr. Eckert and Mr. Flint worked with all four firms and felt that the price range was typical.

After further discussion, Mr. Flint announced that Berger, Toombs, Elam, Gaines & Frank received 100 points and was ranked number one, McDirmit Davis & Company received 97 points and was ranked number two, Grau & Associates received 95 points was ranked number three and Carr, Riggs & Ingram received 93 points and was ranked number four.

On MOTION by Mr. Vento, seconded by Ms. Bzdewka, with all in favor, Berger, Toombs, Elam, Gaines & Frank was ranked as the number one firm to provide auditing services, McDirmit Davis & Company number two, Grau & Associates number three and Carr, Riggs & Ingram number four.

SIXTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Brown, seconded by Ms. Bzdewka, with all in favor the Audit Committee meeting was adjourned at 12:45 p.m.

MINUTES OF THE JOINT MEETING
OF THE POINCIANA & POINCIANA WEST
COMMUNITY DEVELOPMENT DISTRICTS

The regular meeting of the Board of Supervisors of the Poinciana Community Development District and Poinciana West Community Development District was held Wednesday, December 13, 2017 at 1:00 p.m. at the Starlite Ballroom, located at 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum of the Poinciana CDD Board were:

Robert Zimbardi
LeRue "Skip" Stellfox
Lita Epstein
David Lane

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary

Present and constituting a quorum of the Poinciana West CDD Board were:

Charles Case, III
Shirley Bzdewka
Sidney Rosenberg

Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Bob Koncar
Michael Eckert
Michael Dell'Isola
Kevin Plenzler
Numerous Residents

General Manager, Severn Trent Services
District Counsel
District Engineer
Fishkind & Associates, Inc.

The following is a summary of the discussions and actions taken at the December 13, 2017 Joint Meetings of the Poinciana CDD and the Poinciana West CDD Board of Supervisors.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

A. Poinciana CDD

Mr. Zimbardi called the meeting to order and called the roll. A quorum was established.

B. Poinciana West CDD

Mr. Case called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS Audience Comments

- Brenda Taylor voiced objection to the special assessments.
- Beverly Gise commented on amenities.
- Hank Barren commented on AV Homes buy-down.
- Monic Master commented on bond issue.
- Dr. V commented on CDDs and increases in assessments.

**FOURTH ORDER OF BUSINESS Approval of Minutes of November 15,
2017 Joint Board Meeting**

A. Poinciana CDD

Mr. Zimbardi stated each Board member received a copy of the Minutes of the November 15, 2017 Joint Board Meeting, and requested any additions, corrections or deletions.

There not being any,

On MOTION by Mr. Stellfox seconded by Ms. Epstein with all in favor, the Minutes of the November 15, 2017 Board Meeting were approved.

B. Poinciana West CDD

Mr. Case stated each Board member received a copy of the Minutes of the November 15, 2017 Joint Board Meeting, and requested any additions, corrections or deletions.

On MOTION by Ms. Bzdewka seconded by Mr. Rosenberg with all in favor, the Minutes of the November 15, 2017 Board Meeting were approved.

**FIFTH ORDER OF BUSINESS Consideration of District Engineering
RFQ Responses**

This item was deferred to the January meeting.

SIXTH ORDER OF BUSINESS

Discussion of Status of Bond Validations

Mr. Eckert provided an update on the bond validation.

SEVENTH ORDER OF BUSINESS

Public Hearing Relative to Imposition of Debt Service Assessments

Mr. Eckert asked Bob Koncar to confirm, to which Mr. Koncar did confirm, that the notices of the public hearing were published and notices mailed as required by Chapters 170, 190 and 197.

Poinciana CDD

On MOTION by Mr. Stellfox seconded by Ms. Epstein with all in favor, the public hearing relative to imposition of debt service assessments was opened.

Poinciana West CDD

On MOTION by Ms. Bzdewka seconded by Mr. Rosenberg with all in favor, the public hearing relative to imposition of debt service assessments was opened.

A. Presentation of New Engineer's Report

Mr. Eckert commented the only change he is aware of from the last meeting is that there was a question in terms of the performing arts real estate being included in the report which has been corrected to include the performing arts center parcel in all references.

Mr. Dell'Isola confirmed Mr. Eckert's comment and additionally commented the only change was the exhibit and date of the report to coincide with today.

The residential unit count and the number of golf courses was addressed.

Mr. Dell'Isola noted the number of residential units is tied to the sale of assets number.

Mr. Eckert commented that the number of residential units should match the number that is in the assessment methodology which is the 5,595.

Mr. Eckert commented that the Board can approve subject to adjusting the phasing to properly reflect the correct number of units to 5,595, but phasing has no bearing on the total amount of assessments per unit.

Discussion ensued to confirm inclusion of the performing arts center.

There being no additional questions from the Poinciana CDD Board or the Poinciana West CDD Board;

Mr. Eckert asked, Mr. Dell'Isola based on your professional experience are the cost estimates in your Engineer Report reasonable and proper?

Mr. Dell'Isola responded yes they are.

Mr. Eckert asked and are you aware of any reasons to believe that the amenity project cannot be carried out by the District?

Mr. Dell'Isola responded no I am not aware of any.

B. Presentation of New Assessment Methodology

Mr. Eckert stated there have been no changes since the agenda has gone out and asked Mr. Kevin Plenzler of Fishkind & Associates to present the new assessment methodology.

Mr. Plenzler of Fishkind & Associates presented the new assessment methodology associated with the recreational facilities acquisition.

The following was noted:

- There have been no changes to this document as previously provided to you; Table 1 outlines the recreational facilities cost, Table 3 shows estimated amount of debt associated with recreational facilities acquisition totaling \$95,520,000, Table 4 has 5,595 units within Poinciana/Poinciana West subject to assessments, to which per unit assessment would not exceed \$17,072.39 in principal and \$1018.18 annually.
- Fishkind has analyzed the bond debt service assessments contained in the Master Assessment Report and find the assessments to be reasonably allocated.
- They found that a special benefit is received by the Districts' properties and owners associated with the recreational facilities acquisition.

Mr. Eckert commented instead of referencing *Solivita Grande* it can be referred to as *the other proposed community that is adjacent to this District but located in Osceola County primarily*, if the Board so agrees.

Mr. Iorio, of AV Homes, commented the term was used for some of the first phases so hence from this point on we are calling it *Solivita North*. It is on the north part of Cypress Parkway. Board members agreed with this term.

Mr. Eckert commented change of term to Solivita North will be incorporated.

The costs in Table 3 were discussed.

Question regarding bond issue, Table 3, to explain line items to which Mr. Plenzler explained the various standard transactional costs associated with bond issue.

Mr. Eckert explained the Net OID and the underwriter's discount, which is essentially the underwriter's fee, that it's an estimate and not final but including the assumption would be best until it is finalized; we will not know whether this fee would be there until we actually enter the bond market.

Mr. Eckert additionally explained that capitalized interest is a maximum estimate placed in order to accommodate for the time between when bonds are issued and when we actually start to collect assessment revenue; we want to provide for a period of time where we do not have to make payments until we start to collect assessment revenue.

Mr. Eckert additionally explained that cost of issuance includes a bond counsel fee, some of bond financing team agreement including litigation cost and things like that, DTC fees, trustee fees, district counsel fees, certification fees, at least half of which is due diligence cost to get to bond transaction.

Mr. Plenzler additionally explained that Net OID is the underwriter's "worst case scenario" estimate price to take the bonds to market, which may be less than as it appears now, but it will not go higher than the estimate. Mr. Eckert explained that debt service reserve is money that the bond holders lend to the District, which is put into a fund that meets obligations that cannot be met, which only the trustee can access and disburse; anything left over in the reserve would act as a credit towards and offset what people would have to pay in the last debt service assessment (which would be 30 years down the road); a standard requirement for any bond issuance.

Mr. Eckert asked, Mr. Plenzler in your professional opinion do the lands subject to the amenity assessments receive special benefits from the amenity improvement plan?

Mr. Plenzler responded yes.

Mr. Eckert stated I am going to ask you a series of questions here dealing with the types of benefits and ask after each one if you can signify by saying yes which means in your opinion that you agree that the benefits to the assessed property include the statement that I have made.

Mr. Eckert asked is it your opinion that some of the special benefits include ownership and control of the existing facilities and the programing of the same by the residents which results in increase use and enjoyment of the benefitted property?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include additional recreational facilities in the amount of an estimated \$11.2 million the scope of which is to be determined by residents which results in increased use and enjoyment of the benefitted properties?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include the reduced need for personal recreational facilities and equipment which results in an increased use and enjoyment of benefitted properties?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include reduced cost of ownership of the amenity facilities due to the District's exemption from state sales tax, some local property taxes and sovereign immunity limits on liability which results in lower costs of operation of facilities and a decrease O&M assessment lien on the benefitted property?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include low cost tax exempt financing available to the Districts which is not available to the club which results in lower capital costs and a decreased debt assessment lien on the benefitted properties?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include the elimination of club fees as a lien on the land within Solivita?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include a payoff of replaced club fees in 30 years compared to paying of club fees in perpetuity under the club plan which reduces the overall capital debt lien imposed on the benefitted properties?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include the fact that the CDD debt assessments are not subject to future increases as are current club fees which reduces the overall capital debt lien imposed on the benefitted properties?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include the ability to refinance CDD debt assessments in the future resulting in potential additional savings to residents which reduces the overall capital debt lien imposed on the benefitted properties?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include the developer's payment of CDD debt and O&M assessments on its lands which fees it is currently not required to pay under the club plan which reduces the need to asset benefitted properties to fund those amounts?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include limitation of Solivita North passes to non-residents which is currently not limited by the club plan and which results in number one, increase use and enjoyment of benefitted properties; and two, reduces the amount of O&M assessments to be levied on benefitted properties by limiting overcrowding, overuse etc.?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include the fact that the amenity facilities will not be subject to foreclosure as they are now, being that they are privately owned and subject to mortgage, which ensures continuous operation of the facilities which protects property values within the community?

Mr. Plenzler responded yes.

Mr. Eckert asked do special benefits include eventual resident ownership and operation of the sales and administration building which ensures the manner in which this facility will be utilized protecting property values within the community from a non-conforming use of the facility?

Mr. Plenzler responded yes.

Mr. Eckert asked do the special benefits include establishment of a capital reserve fund without materially increasing amounts paid where no fund has currently been established which results in a reduced O&M assessment lien on the benefitted properties to fund the same?

Mr. Plenzler responded yes.

Mr. Eckert asked in your professional opinion will the special benefits the lands will receive be equal to or in excess of the amenity assessments thereon when allocated as set forth in the methodology?

Mr. Plenzler responded yes.

Mr. Eckert asked in your professional opinion are the amenity assessments reasonably apportioned among the lands subject to assessments?

Mr. Plenzler responded yes.

Mr. Eckert asked in your professional opinion is it reasonable, proper, and just to assess the cost of the amenity improvement plan against the lands in the District in accordance with your methodology which results in the amenity assessments set forth in the final assessment roll?

Mr. Plenzler responded yes.

Mr. Eckert asked and finally is it your opinion that it is in the best interest of the District and its residents that the amenity assessments be paid and collected in accordance with the methodology in the Districts' assessment resolutions?

Mr. Plenzler responded yes.

Mr. Eckert stated thank you very much Mr. Plenzler.

There being no comments or questions from the Board, the next item followed.

C. Solicitation of Public Comments

Mr. Eckert invited public comments, limited to 3 minutes per person to comment, at which point the following comments were received from the public on the public hearing for the Poinciana CDD as well as the Poinciana West CDD.

Mr. Norm Gondel commented that benefit provided by assessment should be derived from the services provided by the assessment and that the benefits articulated today are benefits derived from the acquisition of the recreational amenities and are uncertain to determine what, if any, benefits would be derived thereafter from the services to be provided by the additional recreational requisition. He further stated that the Board should be advised to ask these questions and without it the vote would be uninformed.

Dr. Martin Kessler commented that he does not believe the amenity improvement plan can be valued.

Mr. Harry Zolad commented his concerns over the volatility of the bond market and its impact on how quickly and efficiently the acquisition should be handled; he requested that

questions towards Mr. Plenzler and the figures related to the reserves used for a 17 year old building be in writing somewhere for resident review.

Mr. Tom Paul commented confusion over the bond issue amount and the cost of the bond which exceed the bond issue, to which Mr. Eckert stated he can clarify these after the public hearing portion.

Mr. Jim Sachek commented that there are various perceptions of “value” generally and value as to the amenity center and that varying degrees of value does not necessarily mean any specific one is arbitrary and capricious.

Mr. Tom Sledasky commented his concern over evaluation of appraisal resulting in the prices that they see and wanted to know how would a third party buyer value these amenity center.

Mr. Pat Musto commented his concern over residents of new development using the existing amenities.

A Resident commented his concern over “hidden” fees, to which it was addressed that confusion is partly relieved by the different format.

Mr. Eckert encouraged all to check out the Q&A published on the District’s website that can address some of these questions.

A Resident wanted to know the status on the due diligence on all the properties to which it was answered that the inspection period was still open.

Mr. Terry Guay commented that club fees collected thus far seems to have been collected as pure profit, commented on his concern over current trends in bond market to raise interest rates and the resulting increase cost to the homeowners, and commented that all those benefitting from the new amenity center should share the cost of the new facility.

Dr. Kessler commented there is no law stating Board Member should sit like mannequins to which Mr. Eckert said the Board has been advised not to engage in conversations with those who litigate against them.

A Resident commented that absent the resident’s opposition, this sale would not have gone through as of this moment.

Mr. Curtis T. asked what is the point of having people sit in the audience if people’s questions are not being answered.

Mr. Mike Stafford commented that he does not like Mr. Eckert telling the Board to not answer any questions and strongly stated it is a total farce.

Mr. Malcolm A. commented that it is unclear why the residents are paying for things that in his view should have been picked up by the Developer.

Ms. Janet Hamlet commented that the Board represent the residents and wished the Board happy holidays.

Mr. Tony Iorio with AV Homes explained the history of community and the acquisition of recreation amenities and thanked the Board for their representation of the community.

Mr. Mike S. commented that in his judgment, the value of debt should equal to the current amount of money it takes to run the facilities.

Mr. Richard M. commented that growing community has growing needs but that in his recollection only one Board member ever answered any questions.

No further public comment was offered.

Poinciana CDD

On MOTION by Mr. Zimbardi seconded by Mr. Stellfox with all in favor, the public comment period of the public hearing relative to imposition of debt service assessments was closed.

Poinciana West CDD

On MOTION by Ms. Bzdewka seconded by Mr. Rosenberg with all in favor, the public comment period of the public hearing relative to imposition of debt service assessments was closed.

D. Consideration of Resolutions Imposing Debt Service Special Assessments

Mr. Eckert noted the following before consideration of Resolution:

AV Homes is liable to pay for debt assessments which will pay for the new facilities, so they are sharing in the cost.

In his opinion when you finalize assessments at a certain interest rate, the interest rate risk passes to the developer; so this District is not taking on interest rate risk above and beyond what is included in your assessment methodology.

The aspect of special benefit and whether or not this project provides a special benefit was heard by Judge McDonald and resolved in favor of the District and the judge did not overturn the valuation issue.

Discussion ensued with regard to the presented Resolutions.

Mr. Eckert described the Assessment Resolutions:

Section 1 sets forth the Board's authority to adopt the assessment resolution.

Section 2 makes certain findings based on the steps taken to date as well as the evidence presented at today's hearing.

Specifically, makes the finding that it is necessary to the public health, safety and welfare and in the best interests of the Districts that:

the Districts provide for the Amenity Improvement Plan;

the cost of the Amenity Improvement Plan be assessed against the lands benefitted by such improvements; and

the District issue bonds to finance the cost of the Amenity Improvement Plan.

Also, finds that the acquisition, construction and reconstruction of the Amenity Improvement Plan, and the sale and issuance of the Amenity Bonds, serves a proper, essential and valid public purpose and is in the best interests of the Districts, the landowners and residents.

Section 3 authorizes the acquisition, construction and reconstruction of Amenity Improvement Plan as set forth in the Engineer's Report.

Section 4 sets forth the estimated cost of the Amenity Improvement Plan.

Section 5 equalizes, approves, confirms and levies the Amenity Assessments.

Section 6 provides the process for finalizing the Amenity Assessments at the time of completion of the Amenity Improvement Plan.

Section 7 provides for the payment and collection of the Amenity Assessments.

Section 8 provides for the application of True-Up Payments for Poinciana CDD in the event the Developer develops less units than is presently planned (i.e. 3,945 total units).

Note that Poinciana West CDD has recently platted Phase 7F with the required number of units (i.e. 1,650 total units), so its resolution does not include a provision related to True-Up payments.

Section 9 (8 for PWCDD) provides that certain property owned by HOAs, POAs and government entities are exempt from the Amenity Assessments in accordance with Florida law.

Section 10 (9 for PWCDD) provides for the recording of an assessment notice in the public records of Polk County.

Remaining Sections are administrative in nature.

Mr. Eckert asked does anyone from the Poinciana CDD Board or the Poinciana West CDD Board want to make an adjustment to the assessments as you sit as an equalization Board?

Mr. Eckert explained in response to a Board member question that the Resolution becomes effective upon adoption but it does not certify for collection, meaning if the sale of amenities does not go through, then no assessments will be collected and another resolution would be prepared to nullify this resolution.

Mr. Eckert explained in response to a Board member question that Resolution is necessary now to have the assessments validated to ensure potential bondholders that the District has secured a revenue stream.

Mr. Eckert explained in response to a Board member question that the Board will have the judge's ruling on whether the club revenue income stream is legal prior to the closing of sale. In his view, a court opinion will be the best to support the legality of income stream.

Mr. Eckert explained in response to a Board member question that if the Florida Supreme Court decides against the District the course of action will be somewhat determined by what the Court may direct the District to do.

Mr. Eckert explained that the valuation issue was put in front of Judge McDonald and Judge McDonald approved the valuation method as a proper method of valuation.

There was concurrence from the Poinciana CDD Board members and the Poinciana West Board members that no one wanted to make an adjustment to the assessments as they sit on the Equalization Board.

i. Poinciana CDD

On MOTION by Mr. Lane seconded by Mr. Stellfox with Mr. Zimbardi, Mr. Stellfox, and Mr. Lane in favor and Ms. Epstein opposed, Resolution 2018-07, A Resolution Authorizing District Projects for the Acquisition, Construction and/or Reconstruction of Certain Amenities and Related Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by such Projects to pay the Cost Thereof; Providing for the Payment and the Collection of such Special Assessments by the Methods Provided for by Chapters 170, 190

and 197, Florida Statutes; Confirming the Districts Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies and Other Exempt Entities; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date was adopted.

ii. Poinciana West CDD

On MOTION by Ms. Bzdewka seconded by Mr. Rosenberg with all in favor, Resolution 2018-05, A Resolution Authorizing District Projects for the Acquisition, Construction and/or Reconstruction of Certain Amenities and Related Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by such Projects to pay the Cost Thereof; Providing for the Payment and the Collection of such Special Assessments by the Methods Provided for by Chapters 170, 190 and 197, Florida Statutes; Confirming the Districts Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies and Other Exempt Entities; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date was adopted.

EIGHTH ORDER OF BUSINESS

Supervisor Comment

- Mr. Case noted that all questions regarding the assessments have been previously addressed and information is available on the website.

NINTH ORDER OF BUSINESS

Audience Comments

- Residents commented on the assessments.

TENTH ORDER OF BUSINESS

Adjournment

A. Poinciana CDD

There being no further business,

On MOTION by Ms. Epstein seconded by Mr. Stellfox with all in favor, the meeting was adjourned at approximately 2:45 p.m.

B. Poinciana West CDD

There being no further business

On MOTION by Mr. Rosenberg seconded by Ms. Bzdewka with all in favor, the meeting was adjourned at approximately 2:45 p.m.

Poinciana CDD

Secretary/Assistant Secretary

Chairman/Vice Chairman

Poinciana West

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

January 19, 2018

Poinciana West Community Development District
c/o GMS, LLC
Stacie Vanderbilt, District Manager
135 W. Central Blvd., Suite 320
Orlando, FL 32801

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Poinciana West Community Development District, which comprise governmental activities, each major fund and the budgetary comparison for the General Fund as of and for the year ended September 30, 2017 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2017 and thereafter if mutually agreed by Poinciana West Community Development District and Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Poinciana West Community Development District
January 19, 2018
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Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to Poinciana West Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Poinciana West Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund
3. Capital Projects Fund

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The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control of financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit, we will request certain written confirmation concerning representations made to us in connection with the audit including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Poinciana West Community Development District
January 19, 2018
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Management is responsible for identifying and ensuring that Poinciana West Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

The Board is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Poinciana West Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Poinciana West Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Poinciana West Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Poinciana West Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Poinciana West Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Poinciana West Community Development District's Records and Assistance

If circumstances arise relating to the condition of the Poinciana West Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Poinciana West Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

Poinciana West Community Development District
January 19, 2018
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Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Fees, Costs and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2017 will not exceed \$3,590 unless the scope of the engagement is changed, the assistance which Poinciana West Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

In the event we are requested or authorized by Poinciana West Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Poinciana West Community Development District, Poinciana West Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Reporting

We will issue a written report upon completion of our audit of Poinciana West Community Development District's financial statements no later than June 30, 2016. Our report will be addressed to the Board of Poinciana West Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PC

Poinciana West Community Development District
January 19, 2018
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In addition to our report on Poinciana West Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements.
- Management letter pursuant to Chapter 10.550, Rules of the Auditor General.
- Attestation Report – compliance with Section 218.415, Florida Statutes.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Poinciana West Creeks Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

R J H

District Manager

Approved by BOS on 1/17/18



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

System Review Report

To the Directors

November 2, 2016

Berger, Toombs, Elam, Gaines & Frank, CPAs PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards and audits of employee benefit plans*.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.


Baggett, Reutimann & Associates, CPAs, PA

(BERGER_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERER, TOOMBS,
ELAM, GAINES AND FRANK AND POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT
(DATED JANUARY 19, 2018)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-CF, LLC
135 WEST CENTRAL BLVD., SUITE 320
ORLANDO, FL 32801
TELEPHONE: 407-841-5524
EMAIL: GFLINT@GMSCFL.COM**

Auditor: J.W. Gaines

District: POINCIANA WEST CDD

By: 

By: 

Title: Director

Title: District Manager

Date: February 21, 2018

Date: 2/6/18

*Approved by BOS
on 1/12/18*

SECTION VI

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of March, 2018, by and between:

Poinciana West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"); and

GAI Consultants, Inc., a corporation, providing professional engineering services with a mailing address of 618 E. South Street, Suite 700, Orlando, Florida 32801 ("Engineer" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the "Act") as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, finance, constructing, reconstructing, acquiring, and/or maintaining certain public improvements and services within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (the "Board") ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services including, but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to

the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Representations. The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.

- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization

Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

Article 6. Term of Agreement. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 8. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 9. Ownership of Documents.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 10. Accounting Records. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 12. Estimate of Cost. Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 16. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

Article 17. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records

of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under this Agreement.

Article 18. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the 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.

UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Article 19. Public Records. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is George S. Flint.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407)841-5524, GFLINT@GMSCFL.COM, 135 WEST CENTRAL BLVD., SUITE 320, ORLANDO, FLORIDA 32801.

Article 20. Notices. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Poinciana West Community Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Engineer: GAI Consultants, Inc.
618 E. South Street, Suite 700
Orlando, Florida 32801
Attn: Kathleen Leo

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Article 21. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 22. Controlling Law. The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Polk County, Florida.

Article 23. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 7 herein.

Article 24. Conflicts of Interest. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

Article 25. Subcontractors. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

Article 26. Independent Contractor. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

Article 27. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 28. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties and formally approved by the Board

Article 29. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Article 30. Agreement. This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

Article 31. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

GAI CONSULTANTS, INC.

Witness

Print Name: _____

By:

Its: _____

SCHEDULE "A"

2017 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Urban Designers, and Landscape Architects. The use of "Engineer" in the titles in the Hourly Rate Schedule applies to professional engineers and geologists.

Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Lebor Classification	Invoice Rate
CSG Expert Witness	\$350.00
CSG Senior Director / Principal	\$250.00
CSG Senior Director	\$205.00
CSG Director	\$185.00
CSG Senior Manager / Assistant Director	\$185.00
CSG Manager	\$160.00
CSG Assistant Manager	\$135.00
CSG Senior Project Professional	\$125.00
CSG Project Professional	\$105.00
CSG Senior Professional	\$85.00
CSG Professional	\$85.00
CSG Senior Technician	\$85.00
CSG Technician 2	\$75.00
CSG Technician 1	\$65.00
CSG Lead CAD Operator	\$85.00
Senior Engineering Director	\$315.00
Engineering Director/Dr. Director/Director	\$285.00
Senior Engineering Manager	\$230.00
Engineering Manager	\$185.00
Senior Project Manager	\$175.00
Senior Lead Project Engineer	\$170.00
Project Manager	\$165.00
Senior Project Engineer, CB Project Administrator	\$150.00
Senior Project Designer, Senior Project Technician Specialist	\$135.00
Project Engineer	\$125.00
Senior Lead Designer	\$115.00
Senior Engineer Intern	\$105.00
Lead Designer	\$100.00
Senior CAD Operator	\$85.00
Senior Project Coordinator	\$80.00
Senior Project Controls Associate	\$80.00
Engineer Intern	\$75.00
CAD Operator	\$70.00
Administrative Assistant	\$35.00
Environmental Director	\$170.00
Senior Environmental Specialist	\$140.00
Environmental Project Specialist	\$80.00

March __, 2018

Poinciana West Community Development District
Polk County, Florida

Subject: **Work Authorization Number 1**
Poinciana West Community Development District

Dear Chairman, Board of Supervisors:

GAI Consultants, Inc., ("Engineer"), is pleased to submit this work authorization to provide engineering services for the Poinciana West Community Development District (the "District"). We will provide these services pursuant to our current agreement dated _____, 2018 ("Engineering Agreement") as follows:

I. Scope of Work. Perform those services as necessary pursuant to the Engineering Agreement including attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors. Prepare an Engineer's Report to support the District's bond issuances and attendance at meetings and bond validation proceedings regarding the District's issuance of bonds.

II. Fees. The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Poinciana West
Community Development District

By: _____

Date: _____

SECTION VII

B



To:	George S. Flint, District Manager, Governmental Management Services		
From:	Raul A. Rivera	Email:	Raul.Rivera@atkinsglobal.com
Phone:	813-281-7346	Date:	February 8, 2017
Ref:	Annual Inspection Report	cc:	Michael D. Dell'Isola, Jr.
Subject:	Poinciana West Community Development District (PWCCDD)		

Atkins has completed our annual review and prepared the following inspection report of the facilities located in the Solivita development which are owned and maintained by the Poinciana West Community Development District. Most of the facilities owned by the District have been found to be in generally good condition, maintained, and good working order. Several systems were noted to either have maintenance and/ or design issues and should be addressed.

Numerous Mitered end sections (MES) were observed with soil washed out from underneath the MES. The MES may be stabilized by the following methods:

1. Place flowable fill material under and around the existing MES. The flowable fill should be placed in a dry condition. New sod should be placed as appropriate for the individual condition and normal water level.
2. Remove the existing MES, cut pipe back to slope, and install a new MES on the pipe against the existing slope. New sod should be placed as appropriate for the individual condition and normal water level.

Pond 1: The pond appeared to be well-maintained and operated as designed. The flood control structure was not accessible at the time of the inspection and the skimmer surrounding the structure appeared to be in excellent condition. The grate on top of the control structure appears to have a broken section and should be replaced. The bleed down device could not be located; therefore, its condition was not evaluated. A small pond was observed on the southwest side of Indian Wells Ave that appears to be the spreader swale for the Pond discharge. It was also observed to be in good condition.



Control Structure (2016)



Overall View (2016)



Spreader Swale (2016)



Control Structure (2018)



Overall (2018)



Spreader swale adjacent to wetland (2018)

Pond 2: At the time of the inspection, the pond appeared to be well-maintained. The water level in the pond appeared below normal levels. Minor shoreline erosion was noticed and should be monitored. Some MES were observed in need of stabilization. The control structure and the skimmer surrounding the structure appeared to be in good condition. The control structure drains to a spreader swale located on the west side of Monterey Street. It appears to be in good condition. The overflow weir and fiberglass skimmer draining to a small wetland on the east side of the pond were observed to be in working condition, however, the skimmer seemed unsteady and should be repaired and stabilized. The overflow trapezoidal weir and spreader swale were noticed to be in good condition. Overall, the system appeared to be functioning as designed with no offsite impacts.



Weir and Skimmer (2016)



Spreader Swale (2016)



Overflow Weir (2016)



Control Structure and skimmer (2018)



Control Structure Grate (2018)



Control Structure Spreader swale (2018)



Inflow pipe #1 (2018)



Inflow pipe #2 end section with shoreline erosion (2018)



Inflow pipe #3 end section with shoreline erosion (2018)



Overflow weir and skimmer (2018)

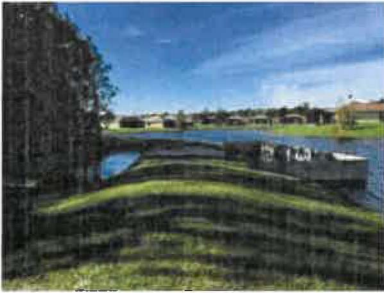


Overflow weir and spreader swale (2018)



Spreader swale (2018)

Pond 3: The pond appeared to be well-maintained. The pond's water level appeared to be normal with no signs of shoreline erosion. The sides of the skimmers were observed to have minor damages, but offsite impacts were not detected. The skimmer should be repaired to original design. The orifice was not inspected as it could not be located.



Overflow Weir, skimmer and spreader swale (2016)



Overview (2016)



Overview (2018)



Overflow weir, skimmer and spreader swale (2018)



Minor damage to skimmer (2018)



Weir and skimmer (2018)



Overflow weir (2018)



Spreader swale (2018)

Pond 4: At the time of inspection, the system appeared to be functioning as designed. The control structure and skimmer are in excellent condition. The overflow weir, skimmer and spreader swale were also observed to be in good condition. No offsite impacts or erosions were detected at the time of inspection.



Control Structure (2016)



Overflow Weir and skimmer (2016)



Control Structure (2018)



Control Structure and skimmer (2018)



Overall view (2018)



Overflow weir, skimmer and spreader swale (2018)



Skimmer (2018)



Over flow weir and spreader swale (2018)

Pond 4A: In general, the system was observed to be maintained and functioning as designed. No offsite impacts were detected at the time of inspection, but the area in and around the overflow weir was observed to be affected by overgrowth and should be cleared. The orifice was observed to be in good condition. A bubble-up inflow structure was observed to be in good condition. Grass should be cleared around the bubble-up structure for better flow.



Spreader Swale with overgrowth (2016)



Control Structure (2016)



Overview (2016)



Overflow weir, skimmer and orifice (2018)



Overflow weir (2018)



Overflow weir and spreader swale (2018)



Pipe from orifice outflow into spreader swale (2018)



Bubble-up structure (2018)



Overview (2018)

Pond 5: At the time of the inspection, the system appeared to be functioning as designed. The pond's water level appeared to be below normal with minor signs of shoreline erosion that should be addressed with backfill and planting, particularly around the control orifice. The overflow weir and skimmer were noticed to be functioning as designed, however, one side of the skimmer needs to be repaired. Also, the orifice is missing a stand pipe. The spreader swale appeared to be in good condition. Inflow pipes were not inspected as they were not located.



Overall (2016)



Overflow weir and Skimmer (2016)



Orifice (2016)



Overall (2018)



Overflow weir, skimmer and orifice (2018)



Orifice (2018)



Damaged Skimmer (2018)



Overflow weir (2018)



Spreader swale (2018)

Pond 6: The system appeared to be well-maintained and functioning as designed. No offsite impacts and erosions were noted at the time of inspection. No outlet structure was found during inspection. The water level appeared to be slightly below normal with minor shoreline erosion. Some algae growth was noticed.



Overview (2016)



Overview (2018)



Algae growth (2018)

Pond 7: The systems appeared to be well-maintained and functioning as designed. No offsite impacts and erosions were noted at the time of inspection. The water level appeared to be below normal and signs of shoreline erosion were noticed. Algae growth was also noticed in the pond.



Overview (2016)



Overview (2018)



Shoreline (2018)



Shoreline (2018)



Signs of erosion and algae growth (2018)



Signs of algae growth (2018)

Pond 8: At the time of the inspection, the system appeared to be well-maintained with no sign of nuisance vegetation. Two overflow weir structures (broad crested weirs) were observed within the perimeter of the pond. The fiberglass skimmers, in general, seemed to be working as designed. Minor damages observed on both skimmers during the previous inspection have been repaired. No offsite impacts were identified.



East overflow weir and skimmer (2016)



Overview (2016)



West overflow weir and skimmer (2016)



East overflow weir and skimmer (2018)



East overflow and spreader swale (2018)



East spreader swale (2018)



West overflow weir and skimmer (2018)



West overflow weir (2018)



West spreader swale (2018)

Pond 9: The system appeared to be well-maintained and functioning as designed at the time of inspection. No outflow structure was observed. The pond's water level appeared to be below normal with signs of minor shoreline erosion. Algae growth was noticed in the pond.



Overview (2016)



Overview (2018)



Algae growth (2018)

Pond 10: At the time of inspection, the system appeared to be functioning as designed. Two overflow structures exist on the pond. The skimmer seemed to be in good condition with some minor damages at the corners closest to the pond bank, likely from mower damage. The outlet orifice pipe located in the south west corner of the pond was observed damaged, likely clogged, and non-functioning. A second additional pipe was observed just north of the orifice pipe. It is recommended the original orifice pipe be repaired and returned to a functioning condition matching the original. The orifice pipe condition was identified in the prior annual report. The ponds water level appeared to be below normal. Minor signs of erosion were noticed along the shoreline and should be monitored.



Overview (2016)



Overview and overflow weir (2016)



West overflow weir and Skimmer (2016)



Shoreline (2016)



East overflow weir and Skimmer (2016)



Additional Pipe (2016)



East overflow weir and skimmer (2018)



East spreader swale (2018)



Shoreline erosion (2018)



Inflow pipe (2018)



West overflow weir and skimmer (2018)



Spreader swale (2018)

Pond 11: The system appeared to be functioning as designed, at the time of inspection. The orifice appeared to be operating as designed. Continued regular maintenance to avoid blockage. The fiberglass skimmer was observed to be damaged should be repaired back to original design. No offsite impacts or erosion problems were observed. Algae growth was noticed in the pond.



Orifice (2016)



Overflow Weir and skimmer (2016)



Spreader Swale (2016)



Orifice (2018)



Orifice entrance showing algae growth (2018)



Overflow weir and skimmer (2018)



Spreader swale (2018)



Damaged skimmer (2018)



Damaged skimmer (2018)

Pond 12: The system appeared to be well-maintained and functioning as designed. No outflow structure was observed. The water level appeared below normal. Algae growth was noticed in the pond.



Overview (2016)

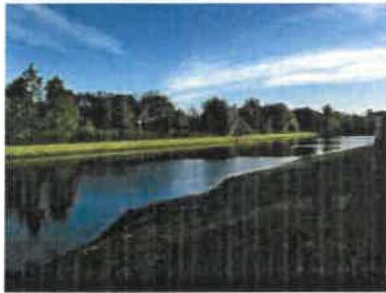


Shoreline (2018)



Overview (2018)

Pond 13: The pond, at the time of inspection, appeared to be well-maintained and operated as designed. A flood control structure (broad crested weir) was observed to be in good condition. The spreader swale between the pond and the receiving wetland seemed to be functioning as designed. The fiberglass skimmer has damage along the bank that should be repaired. The water level in the pond appears to be at normal levels.



Overview (2016)



Spreader swale (2016)



Overflow weir and skimmer (2016)



Overview (2018)



Overflow weir and skimmer (2018)



Overflow weir and spreader swale (2018)



Missing part on skimmer (2018)



Damaged corner of skimmer (2018)



Orifice under water (2018)

Pond 15: At the time of the inspection, the pond appeared to be well-maintained and operated properly. No flood control structure was located within the pond perimeter; and all inflow pipes appeared to be submerged. The pond appears to be part of an interconnected system with Pond 16.



Overview (2016)



Overview (2016)



Inflow pipe (2016)



Overview (2018)



Shoreline (2018)



Overview (2018)

Pond 16: The pond appeared, at the time of inspection to be operating as designed. No offsite impacts were observed, and the overflow weir seemed to be in good condition. There were relatively minor damages to the sides of the skimmer, likely from mowing equipment. This was identified in the previous annual inspection report. Portions of the skimmer were removed rather than repaired. The skimmer should be repaired to the original design, including proper length up the slope. The spreader swale for the overflow weir is heavily covered with vegetation. The MES should be stabilized. There is also a box control structure with internal weir at the south end of the pond. Vegetation inside the structure should be removed. The fence at the edge of the overflow weir could create an obstruction and needs to be confirmed if it has been installed per approved construction plans.



Overflow Weir (2016)



Skimmer (2016)



Inflow pipe end section (2016)



Box structure on south end of the pond (2018)



Inflow pipe end section with signs of shoreline erosion (2018)



Missing section of skimmer (2018)



Overflow weir (2018)



Missing section of skimmer (2018)



Fence, overflow weir edge and spreader swale (2018)

Pond 16A: At the time of the inspection, the facility appeared to be functioning as designed. The vegetation in and around the facility should be trimmed and monitored. This pond is the outfall for Pond 16's control structure.



Overview (2016)



Overview (2018)



Overview (2018)

Pond 17: The system appeared to be well-maintained and functioning as designed. No outflow structure was observed. The water level in the pond appeared to be below normal water levels. Early signs of shoreline erosion can be sign all along the pond that should be monitored. Also, algae growth has been noticed in the pond.



Overview (2016)



Shoreline (2018)



Shoreline, algae growth and exposed inflow pipe (2018)

Pond 18: The system appeared to be functioning as designed at the time of inspection. The water level in the pond appears to be slightly below normal levels. The overflow weir and skimmer appear to be functioning as designed, however, the skimmer sides require repair. As noted in the prior annual report, the fence in the overflow weir could create an obstruction and needs to be confirmed if specified in the approved construction plans. Regular maintenance will be required to ensure no flow obstructions. The orifice needs a stand pipe; verify to construction plans.



Overview (2016)



Overflow weir and skimmer (2016)



Spreader swale (2016)



Overview (2018)



Fence across overflow weir (2018)



Spreader swale (2018)



Overflow weir and skimmer (2018)



Damaged corner of skimmer (2018)



Orifice (2018)

Pond 20: The system appeared to be functioning as designed at the time of inspection. No sign of erosion or nuisance vegetation were identified within the pond or spreader swale. The water level in the pond appears to be at normal levels. The overflow weir seemed in good condition with minor siltation at the bottom. One end of the skimmer appears to be missing and the other end has sustained some damage. This needs to be addressed by replacing the missing piece and repairing the other. No offsite impacts were observed.



Overview (2016)



Overflow weir and spreader swale (2016)



Overflow weir and skimmer (2016)



Overview (2018)



Shoreline and Overflow weir (2018)



Overflow weir, skimmer and spreader swale (2018)



Overflow weir and damage ends of skimmer (2018)



Overflow weir and skimmer (2018)



Spreader swale (2018)

Pond 21: The system appeared to be well-maintained and functioning as designed. No outflow structure was observed. It appears the pond is part of an interconnected system. The water level appears to be near normal levels with minor signs of shoreline erosion. Algae growth was noticed in the pond.



Overview (2016)



Overview (2018)

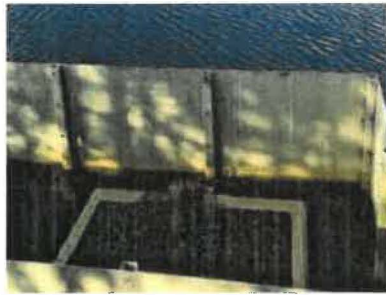


Shoreline (2018)

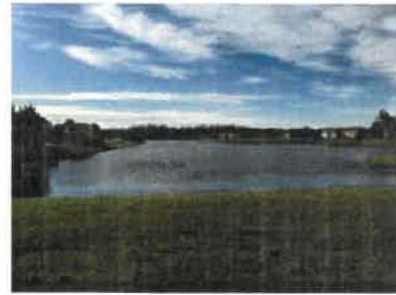
Pond 22: The system appeared to be functioning as designed. The water level in the pond appears to be slightly below normal levels with minor signs of shoreline erosion that should be monitored. No nuisance vegetation in and around the system was noticed. The control structure and skimmer were observed to be in good condition. Trash and debris were observed on the grate of the control structure and should be removed.



Control Structure (2016)



Control Structure Grate and skimmer (2016)



Overview (2016)



Shoreline and Control Structure (2018)



Control Structure Grates and skimmer (2018)



Overview (2018)

Pond P-1/ P-2: This is a dry pond. The pond bottom was observed to be damp. The overflow weir appeared to be in good condition. The inflow structures were observed to be functioning as designed. Overgrown vegetation was observed at the outflow of the weir and should be removed to not impede flows.



Overflow weir and skimmer (2016)



Orifice (2016)



Inflow (2016)



Overview (2018)



Orifice (2018)



Overflow weir, skimmer and spreader swale (2018)

Pond P-3: This is a dry pond. In general, the system was observed to be maintained and functioning as designed. The pond bottom was very soggy as can be seen by the tire tracks left by the mowers. The pond should be inspected after a few rain events to observe the draw down time of ponding water in the pond. Should the draw down not occur within the original design time, further investigation and evaluation may be required to determine the cause of any observed excessive ponding. Overgrown vegetation was observed in the middle of the pond that needs to be removed, to not impede flows. The overflow weir and skimmer appeared to be in good condition. Overgrown vegetation was observed at the outflow of the weir and should be removed to not impede flows. The orifice should be maintained to ensure positive drainage. The area around an inflow structure is surrounded by overgrown grass and needs to be cleared to not impede flows towards the outfall.



Overview (2016)



Overview (2016)



Orifice (2016)



Skimmer (2016)



Spreader swale (2016)



Overview (2018)



Overview (2018)



Overflow weir and skimmer (2018)



Overflow weir and outfall (2018)



Orifice (2018)



Inflow structure (2018)

Pond P-4: This is a dry pond. In general, the system was observed to be maintained and functioning as designed. The pond bottom was very soggy as can be seen by the tire tracks left by the mowers. The pond should be inspected after a few rain events to observe the draw down time of ponding water in the pond. Should the draw down not occur within the original design time, further investigation and evaluation may be required to determine the cause of any observed excessive ponding. No offsite impacts were detected at the time of inspection. Overgrown grass should be removed from the area around the inflow structures to not impede flows. Overgrown vegetation was observed at the outflow of the weir and should be removed to not impede flows.



Overview (2016)



Overview (2016)



Skimmer (2016)



Orifice (2016)



Inflow (2016)



Spreader swale (2016)



Overview and inflow structure #1 (2018)



Inflow structure #1 (2018)



Overview with overflow weir (2018)



Overflow weir and skimmer (2018)



Orifice and skimmer (2018)



Overflow weir (2018)



Overflow weir outfall (2018)



Overview (2018)



Inflow structure (2018)

Pond P-5: This is a dry pond. In general, the system was observed to be somewhat maintained and functioning as designed. No offsite impacts were detected at the time of inspection. Owners of the properties that are along the eastern side of the pond indicated that the bottom of the pond stays soggy and wet most of the time. The pond should be inspected after a few rain events to observe the draw down time of ponding water in the pond. Should the draw down not occur within the original design time, further investigation and evaluation may be required to determine the cause of any observed excessive ponding. The area around the inflow structure needs to be cleared from grass to not impede flows towards the outfall. The overflow weir and skimmer are in good condition; however, the outfall is overgrown with vegetation and needs to be cleared. The orifice appears to be in good condition, but the outfall needs to be cleared.



Spreader Swale (2016)



Overflow weir and skimmer (2016)



Overview (2016)



Overview (2018)



Overview (2018)



Overflow weir, skimmer and orifice (2018)



Overflow weir and skimmer (2018)



Overflow weir outfall (2018)



Orifice (2018)



Spreader swale and orifice outfall (2018)



Orifice outfall (2018)



Inflow structure (2018)

Pond P-6: This is a dry pond. At the time of the inspection, the pond bottom was soggy and wet. Nuisance vegetation has taken over part of the pond bottom. One property owner indicated that the bottom of the pond stays soggy and wet most of the time and that landscaping crews have difficulty clearing the overgrowth. The owner also indicated that they removed some of the overgrown vegetation located directly behind their property. The pond should be inspected after a few rain events to observe the draw down time of ponding water in the pond. Should the draw down not occur within the original design time, further investigation and evaluation may be required to determine the cause of any observed excessive ponding. The overflow weir, skimmer and orifice appear to be functioning as designed. The area around the inflow structure needs to be cleared from overgrown grass to not impede the flow towards the outfall. The spreader swale appears to be in good condition. The damaged manhole noted in the previous annual inspection report has been repaired



Overflow weir and skimmer (2016)



Spreader Swale (2016)



Damaged Manhole (2016)



Overview showing overgrown vegetation (2018)



Overflow weir, skimmer, spreader swale and outflow pipe (2018)



Orifice (2018)



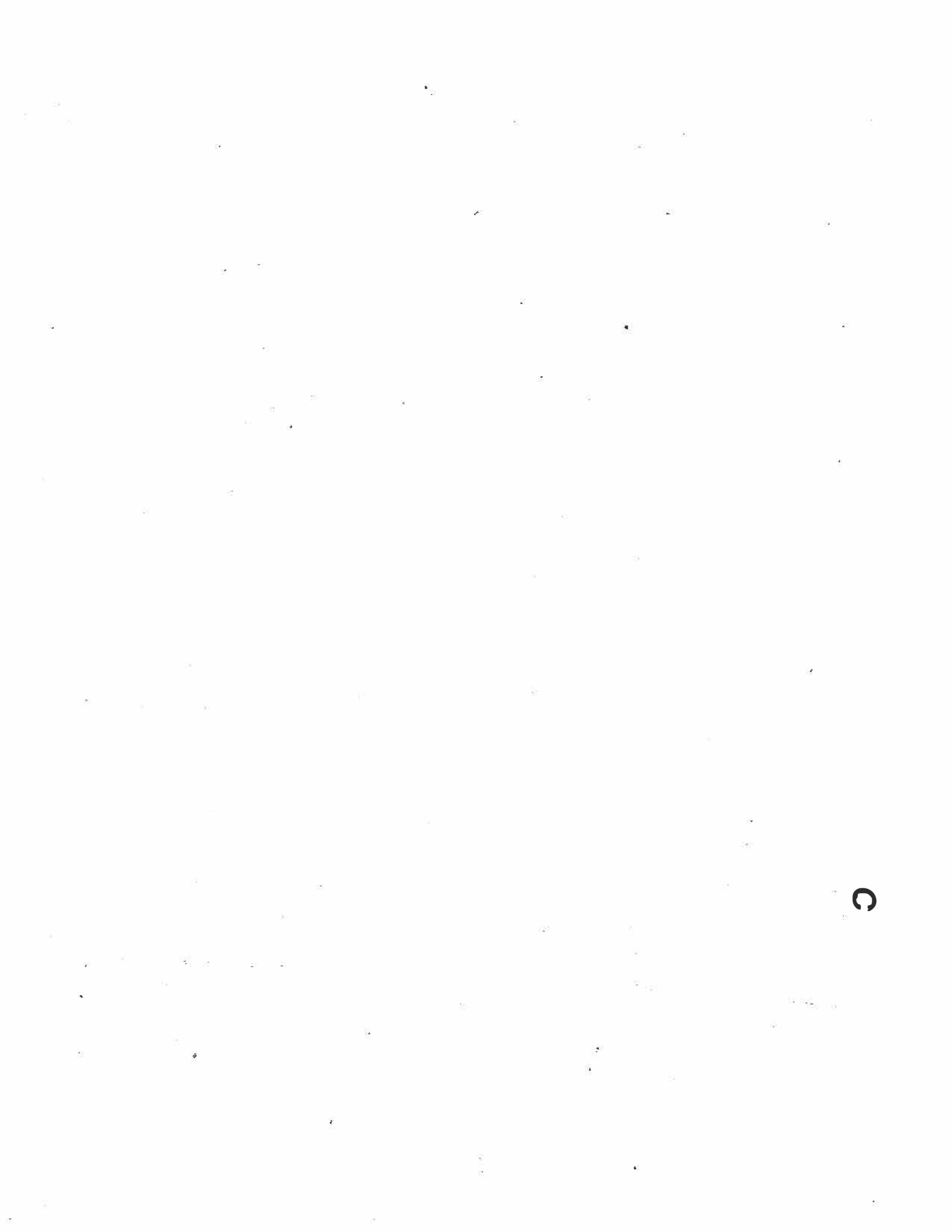
Overflow weir and spreader swale (2018)



Inflow structure (2018)



Repaired manhole (2018)



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Poinciana West Community Development District

Summary of Check Register

December 22, 2017 to February 28, 2018

Fund	Date	Check No.'s		Amount
General Fund	12/22/17	1357	\$	89.85
	1/4/18	1362-1364	\$	8,272.37
	1/11/18	1365	\$	101.15
	1/19/18	1366-1367	\$	8,583.19
	1/25/18	1368	\$	134.49
	2/22/18	1400-1408	\$	26,287.21
	2/24/18	1409	\$	1,009,859.75
			\$	1,053,328.01
Payroll	<u>January 2018</u>			
	Leonard Vento	1358	\$	134.70
	Charles Case III	1359	\$	184.70
	Sidney Rosenberg	1360	\$	184.70
	William Brown	1361	\$	184.70
			\$	688.80
	<u>January 2018</u>			
	Charles Case III	50001	\$	184.70
	Leonard Vento	50002	\$	134.70
	Shirley Bzdewka	50003	\$	184.70
	Sidney Rosenberg	50004	\$	184.70
	William Brown	50005	\$	184.70
			\$	873.50
			\$	1,054,890.31

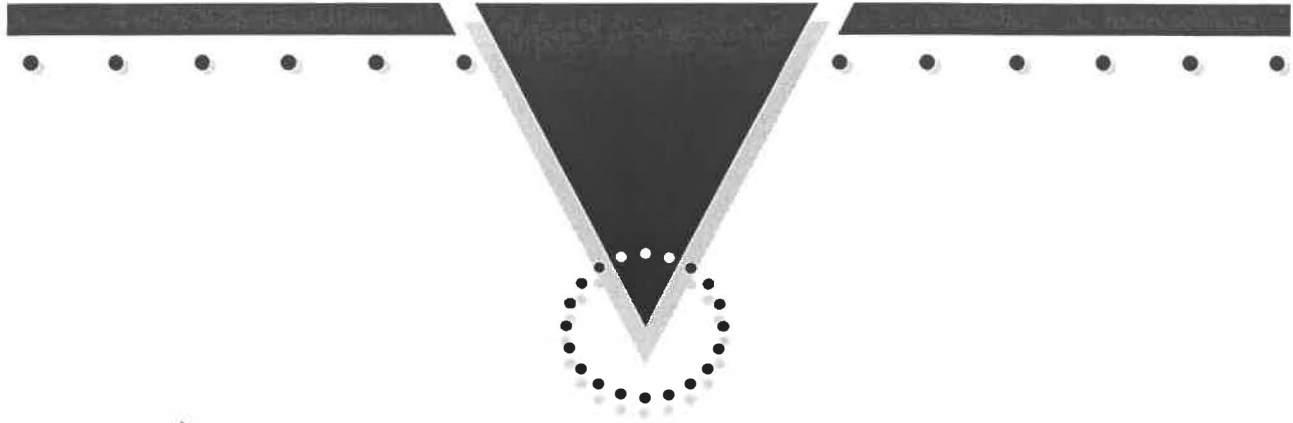
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/22/17	00008	12/12/17 6-021-35	201712 310-51300-42000	DELIVERY 12/6/17	P	89.85	
				FEDEX			89.85 001357
1/04/18	00004	1/01/18 1801298	201801 320-53800-47000	WATER MANAGEMENT SERV JAN	P	2,702.46	
				AMERICAN ECOSYSTEMS, INC.			2,702.46 001362
1/04/18	00003	12/04/17 1871724	201711 310-51300-31100	ENGINEERING SERV NOV17	P	878.75	
				ATKINS NORTH AMERICA, INC.			878.75 001363
1/04/18	00007	1/01/18 2291	201801 320-53800-46200	LAWN MAINTENANCE JAN18	P	4,691.16	
				FLORALAWN 2, LLC			4,691.16 001364
1/11/18	00008	12/26/17 6-037-92	201712 310-51300-42000	DELIVERY 12/14/17	P	11.60	
		1/02/18 6-045-03	201712 310-51300-42000	DELIVERY 12/22/17	P	89.55	
				FEDEX			101.15 001365
1/19/18	00009	1/12/18 26810	201712 310-51300-34000	MANAGEMENT FEES DEC17	P	4,210.42	
		1/12/18 26810	201712 320-53800-12000	FIELD MANAGEMENT DEC17	P	364.25	
		1/12/18 26810	201712 310-51300-51000	OFFICE SUPPLIES DEC17	P	38.50	
		1/12/18 26810	201712 310-51300-42500	COPIES DEC17	P	1,461.35	
		1/12/18 26810	201712 310-51300-42000	POSTAGE DEC17	P	3.43	
		1/12/18 26810	201712 310-51300-42000	MAILING NOTICE 11/8/17	P	1,531.07	
				INFRAMARK, LLC			7,609.02 001366
1/19/18	00010	11/08/17 L060G018	201711 310-51300-48000	NOTICE OF MEETING 111517	P	262.50	
		12/26/17 L060G01A	201712 310-51300-48000	NOT. AUDIT COMMITTEE MTG	P	318.50	
		1/04/18 L060G01A	201801 310-51300-48000	RFP FOR AUDITING SERVICES	P	393.17	
				THE LEDGER			974.17 001367
1/25/18	00008	1/16/18 6-058-34	201801 310-51300-42000	DELIVERY 01/11/18	P	134.49	
				FEDEX			134.49 001368

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
2/22/18	00003	1/23/18 1874842	201712 310-51300-31100 ENGINEERING SERVS DEC17	ATKINS NORTH AMERICA, INC.	*	931.23	931.23 001400
2/22/18	00004	6/01/17 1706291	201706 320-53800-47000 WATER MANAGEMENT SERV JUN		*	2,702.46	
		2/01/18 1802286	201802 320-53800-47000 WATER MANAGEMENT SERV FEB	AMERICAN ECOSYSTEMS, INC.	*	2,702.46	5,404.92 001401
2/22/18	00005	1/03/18 6365061	201801 320-53800-47100 MOSQUITO MGMT SERV JAN18		*	1,833.33	
		1/04/18 6365072	201802 320-53800-47100 MOSQUITO MGMT SERV FEB18	CLARKE ENVIRONMENTAL MOSQUITO	*	1,833.33	3,666.66 001402
2/22/18	00007	2/01/18 2391	201802 320-53800-46200 LAWN MAINTENANCE FEB18	FLORALAWN 2, LLC	*	4,691.16	4,691.16 001403
2/22/18	00008	1/23/18 6-064-64	201801 310-51300-42000 DELIVERY 01/12/18	FEDEX	*	165.92	165.92 001404
2/22/18	00001	1/02/18 1	201801 310-51300-34000 MANAGEMENT FEES JAN18		*	739.73	
		1/02/18 1	201801 310-51300-35200 WEBSITE ADMIN JAN18		*	24.66	
		1/02/18 1	201801 310-51300-31300 DISSEMINATION FEE JAN18		*	82.19	
		1/05/18 2	201801 320-53800-12000 FIELD MANAGEMENT JAN18		*	164.38	
		2/01/18 3	201802 310-51300-34000 MANAGEMENT FEE FEB18		*	3,750.00	
		2/01/18 3	201802 310-51300-35200 INFORMATION TECH FEB18		*	125.00	
		2/01/18 3	201802 310-51300-31300 DISSEMINATION FEE FEB18		*	416.67	
		2/01/18 3	201802 310-51300-51000 OFFICE SUPPLIES		*	.21	
		2/01/18 3	201802 310-51300-42000 POSTAGE		*	3.29	
		2/01/18 3	201802 310-51300-42500 COPIES		*	19.20	
		2/01/18 4	201802 320-53800-12000 FIELD MANAGEMENT FEB18	GOVERNMENTAL MANAGEMENT SERVICES-CF	*	833.33	6,158.66 001405

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/22/18	00002	1/25/18 98222	201712 310-51300-31500	GEN.COUNSEL/MTHLY MTG DEC	*	4,659.65	
							4,659.65 001406
HOPPING GREEN & SAMS							
2/22/18	00010	1/09/18 L060G0IB	201801 310-51300-48000	NOT.OF MEETING 01/17/18	*	351.17	
							351.17 001407
THE LEDGER							
2/22/18	00010	2/12/18 L060G0IC	201802 310-51300-48000	NOT.OF MEETING 02/21/18	*	257.84	
							257.84 001408
THE LEDGER							
2/24/18	00013	2/23/18 02232018	201802 300-20700-10000	FY18 DS ASSESS OCT-FEB18	*	1,009,859.75	
							1,009,859.75 001409
POINCIANA WEST CDD C/O USBANK							
TOTAL FOR BANK A						1,053,328.01	
TOTAL FOR REGISTER						1,053,328.01	

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Poinciana West

Community Development District

Unaudited Financial Reporting

February 28, 2018



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2	<u>General Fund Income Statement</u>
3	<u>Debt Service Income Statement</u>
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Poinciana West
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
February 28, 2018

	General Fund	Debt Service Fund	Totals 2018
<u>ASSETS:</u>			
<u>CASH</u>			
OPERATING ACCOUNT - SUNTRUST	\$277,080	---	\$277,080
MONEY MARKET ACCOUNT	\$483,566	---	\$483,566
<u>INVESTMENTS</u>			
SERIES 2017			
RESERVE R1	---	\$393,100	\$393,100
RESERVE R2	---	\$122,063	\$122,063
REVENUE	---	\$1,009,906	\$1,009,906
TOTAL ASSETS	\$760,645	\$1,525,068	\$2,285,714
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$18,920	---	\$18,920
<u>FUND EQUITY:</u>			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE 2017	---	\$1,525,068	\$1,525,068
OPERATING RESERVE	\$65,156	---	\$65,156
UNASSIGNED	\$676,570	---	\$676,570
TOTAL LIABILITIES & FUND EQUITY	\$760,645	\$1,525,068	\$2,285,714

Poinciana West

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending February 28, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX COLLECTOR	\$297,492	\$283,359	\$283,359	\$0
INTEREST	\$3,000	\$1,250	\$3,860	\$2,610
TOTAL REVENUES	\$300,492	\$284,609	\$287,219	\$2,610
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISOR FEES	\$6,000	\$2,500	\$6,000	(\$3,500)
FICA EXPENSE	\$459	\$191	\$459	(\$268)
ENGINEERING	\$20,000	\$8,333	\$2,887	\$5,446
ATTORNEY	\$50,000	\$20,833	\$20,466	\$368
ARBITRAGE	\$600	\$0	\$0	\$0
DISSEMINATION	\$5,000	\$5,000	\$5,499	(\$499)
ANNUAL AUDIT	\$4,023	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0
ASSESSMENT COLLECTION COST	\$6,198	\$0	\$0	\$0
MANAGEMENT FEES	\$50,525	\$21,052	\$17,121	\$3,931
INFORMATION TECHNOLOGY	\$0	\$0	\$150	(\$150)
POSTAGE	\$1,000	\$417	\$2,507	(\$2,091)
PRINTING & BINDING	\$1,500	\$625	\$1,769	(\$1,144)
INSURANCE	\$10,883	\$10,883	\$10,074	\$809
LEGAL ADVERTISING	\$2,000	\$833	\$6,921	(\$6,088)
OTHER CURRENT CHARGES	\$636	\$265	\$237	\$28
OFFICE SUPPLIES	\$200	\$83	\$127	(\$43)
PROPERTY APPRAISER	\$6,198	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$200	(\$25)
<u>FIELD:</u>				
FIELD MANAGEMENT	\$4,371	\$1,821	\$2,090	(\$269)
LANDSCAPE MAINTENANCE	\$56,294	\$23,456	\$23,456	\$0
AQUATIC CONTROL MAINTENANCE	\$32,430	\$13,513	\$13,512	\$0
AQUATIC MIDGE MANAGEMENT	\$22,000	\$9,167	\$9,167	\$0
R&M PLANT REPLACEMENT	\$10,000	\$4,167	\$0	\$4,167
CONTINGENCY	\$10,000	\$4,167	\$0	\$4,167
TOTAL EXPENDITURES	\$300,492	\$127,481	\$122,642	\$4,839
EXCESS REVENUES (EXPENDITURES)	\$0		\$164,577	
FUND BALANCE - BEGINNING	\$0		\$511,993	
FUND BALANCE - ENDING	\$0		\$676,570	

Poinciana West

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2017

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending February 28, 2018

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
ASSESSMENTS - TAX COLLECTOR	\$1,073,042	\$1,021,412	\$1,021,412	\$0
INTEREST	\$100	\$42	\$529	\$488
TOTAL REVENUES	\$1,073,142	\$1,021,454	\$1,021,942	\$488

EXPENDITURES:

ADMINISTRATIVE

PROPERTY APPRAISER	\$22,355	\$0	\$0	\$0
TRUSTEE FEES	\$5,500	\$0	\$0	
ASSESSMENT COLLECTION COSTS	\$22,355	\$0	\$0	\$0

SERIES 2017 R-1

INTEREST - 11/1	\$198,166	\$198,166	\$198,166	\$0
PRINCIPAL - 05/1	\$385,000	\$0	\$0	\$0
INTEREST - 05/1	\$198,166	\$0	\$0	\$0

SERIES 2017 R-2

INTEREST - 11/1	\$77,981	\$77,981	\$77,981	\$0
PRINCIPAL - 05/1	\$80,000	\$0	\$0	\$0
INTEREST - 05/1	\$77,981	\$0	\$0	\$0

TOTAL EXPENDITURES	\$1,067,504	\$276,147	\$276,147	\$0
EXCESS REVENUES (EXPENDITURES)	\$5,638		\$745,795	
FUND BALANCE - BEGINNING	\$974,881		\$779,273	
FUND BALANCE - ENDING	\$980,519		\$1,525,068	

**Poinciana West
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX COLLECTOR	\$1	\$21,681	\$242,668	\$13,816	\$5,193	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$283,359
INTEREST	\$364	\$366	\$874	\$1,442	\$814	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,860
TOTAL REVENUES	\$365	\$22,048	\$243,542	\$15,258	\$6,006	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$287,219
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$2,000	\$800	\$1,400	\$800	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000
FICA EXPENSE	\$153	\$61	\$107	\$61	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$459
ENGINEERING	\$930	\$879	\$931	\$0	\$148	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,887
ATTORNEY	\$3,659	\$5,008	\$4,939	\$6,861	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,466
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$0	\$5,000	\$0	\$82	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,499
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT COLLECTION COST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$4,210	\$4,210	\$4,210	\$740	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,121
INFORMATION TECHNOLOGY	\$0	\$0	\$0	\$25	\$125	\$0	\$0	\$0	\$125	\$0	\$0	\$0	\$150
POSTAGE	\$126	\$98	\$1,979	\$300	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,507
PRINTING & BINDING	\$146	\$143	\$1,461	\$0	\$19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,769
INSURANCE	\$10,074	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,074
LEGAL ADVERTISING	\$267	\$5,334	\$319	\$744	\$258	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,921
OTHER CURRENT CHARGES	\$44	\$49	\$49	\$47	\$47	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$237
OFFICE SUPPLIES	\$0	\$88	\$39	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$127
PROPERTY APPRAISER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
FIELD:													
FIELD MANAGEMENT	\$364	\$364	\$364	\$164	\$833	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,090
LANDSCAPE MAINTENANCE	\$4,691	\$4,691	\$4,691	\$4,691	\$4,691	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,456
AQUATIC CONTROL MAINTENANCE	\$2,702	\$2,702	\$2,702	\$2,702	\$2,702	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,512
AQUATIC MIDGE MANAGEMENT	\$1,833	\$1,833	\$1,833	\$1,833	\$1,833	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,167
R&M PLANT REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$31,401	\$31,261	\$25,025	\$19,051	\$15,904	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,642
EXCESS REVENUES/(EXPENDITURES)	(\$31,036)	(\$9,213)	\$218,517	(\$3,793)	(\$9,898)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$164,577

SPECIAL ASSESSMENTS FY2018 RECEIPTS

GROSS ASSESSMENTS	\$	309,888.00
CERTIFIED NET ASSESSMENTS	\$	291,294.72
		100%

DEBT SERVICE

GROSS ASSESSMENTS	\$	1,117,752.24
CERTIFIED NET ASSESSMENTS	\$	1,050,687.11
		100%

		GROSS ASSESSMENTS		COMMISSIONS	INTEREST	NET ASSESSMENTS	DEBT SERVICE
DATE	CHECK NO.	RECEIVED	DISCOUNTS	PAID	INCOME	RECEIVED	FUND
10/27/17	ACH	\$ -	\$ -	\$ -	\$ 4.53	\$ 4.53	\$ 4.53
11/15/17	ACH	\$ 8,925.54	\$ 356.98	\$ 171.37	\$ -	\$ 8,397.19	\$ 8,397.19
11/17/17	ACH	\$ 58,359.30	\$ 2,334.12	\$ 1,120.50	\$ -	\$ 54,904.68	\$ 54,904.68
11/22/17	ACH	\$ 14,935.63	\$ 750.17	\$ 283.71	\$ -	\$ 13,901.75	\$ 13,901.75
12/6/17	ACH	\$ 109,166.22	\$ 4,366.14	\$ 2,096.00	\$ -	\$ 102,704.08	\$ 102,704.08
12/13/17	ACH	\$ 189,667.42	\$ 7,584.14	\$ 3,641.67	\$ -	\$ 178,441.61	\$ 178,441.61
12/20/17	ACH	\$ 631,825.18	\$ 25,269.19	\$ 12,131.12	\$ -	\$ 594,424.87	\$ 594,424.87
1/16/18	ACH	\$ 51,492.66	\$ 1,563.82	\$ 998.58	\$ -	\$ 48,930.26	\$ 48,930.26
1/31/18	ACH	\$ -	\$ -	\$ -	\$ 594.49	\$ 594.49	\$ 594.49
2/15/18	ACH	\$ 19,910.82	\$ 411.91	\$ 389.98	\$ -	\$ 19,108.93	\$ 19,108.93
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COLLECTED		\$ 1,084,282.77	\$ 42,636.47	\$ 20,832.93	\$ 599.02	\$ 1,021,412.39	\$ 1,021,412.39
PERCENTAGE COLLECTED							97%

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Poinciana West Community Development District



March 14, 2018

Brian Smith - Field Services Manager

GMS

Poinciana West
Community Development District

Field Management Report

March 14, 2018

To: George Flint
District Manager
From: Brian Smith
Field Services Manager

RE: Poinciana CDD – March 14,2018

The following is a summary of items related to the field operations and management of the Poinciana West Community Development District.

Pending Items

Dry Pond Maintenance



- ✚ Improvements to the maintenance of the dry ponds.
- ✚ Cleaning Unsightly brush and debris from dry ponds.



Pending Items

Pond Aquatic Maintenance

- 🌿 Spraying and management of aquatic weeds.
- 🌿 Contractor performing well.



Storm Structure Maintenance

- 🌿 Repair and maintenance of storm structures and storm systems.



Pending Items

Pond Bank Maintenance

- ✚ Create and mulch tree rings on all Poinciana West CDD pond banks.
- ✚ This work will be completed over the next 6 months as budget permits.



Pond bank Landscape Maintenance



- ✚ Mowing and maintenance of all pond banks.
- ✚ Contractor performing well.

Contractor Reports

AMERICAN ECOSYSTEMS AQUATIC MANAGEMENT REPORT

Claudio Dantas – Field Manager, American Ecosystems Inc.

March 2018

All ponds were treated for shoreline grasses/vegetation as needed with a custom grass mix targeted for specific species present at time of treatment.

All application rates and procedures are followed per the Product Labels/MSDS when Aquatic Herbicides are applied.

Additional specifics on individual ponds below:

POND #1- Treatment for Hydrilla, Algae.

POND #2- Treatment for Filamentous Algae continues.

POND #3- Treatment for Filamentous Algae continues.

POND #4- Treatment for Filamentous Algae continues.

POND #4A- No additional treatment required.

POND #5- Treatment for Hydrilla, Algae.

POND #6- Treatment for Filamentous Algae.

POND #7- Treatment for Hydrilla, Algae.

POND #8- Treatment for Filamentous Algae.

POND #9- Treatment for Hydrilla, Algae.

POND #10- Treatment for Filamentous Algae.

POND #11- Treatment for Filamentous Algae & Hydrilla.

POND #12- Treatment for Filamentous Algae & Hydrilla.

POND #13- Treatment for Filamentous Algae, Hydrilla.

POND #15- Treatment for Filamentous Algae.

POND #16- Treatment for Filamentous Algae.

POND #16A- No additional vegetation present.

POND #17- Treatment for Filamentous Algae.

POND #18- Treatment for Filamentous Algae.

POND #20- Treatment for Filamentous Algae.

POND #21- Treatment for Filamentous Algae.

POND #22- Treatment for Filamentous Algae.

POND #23- Treatment for Filamentous Algae.

POND #24- No additional vegetation present.

POND #P1- Overflow area dry only sprayed for invasive/exotic grasses.

POND #P2- Overflow area dry only sprayed for invasive/exotic grasses.

POND #P3- Overflow area dry only sprayed for invasive/exotic grasses.

POND #P4- Overflow area dry only sprayed for invasive/exotic grasses.

POND #P5- Overflow area dry only sprayed for invasive/exotic grasses.

POND #P6- Overflow area dry only sprayed for invasive/exotic grasses.

ADDITIONAL NOTES:

The month of March so far has brought a mix of warm and cold temperatures, were are able to stay on top of Algae blooms and invasive growth avoiding any further spread. Treatment will continue on weekly basis as needed.

Contractor Reports



Poinciana West Community Development District
Monthly Midge Treatment Report
February 1, 2018- February 28, 2018

Night Truck Spray

- 0 Miles were sprayed

ATV ULV Spray

- 3.7 Miles were sprayed

Backpack Pellet Larvicide

- 0 Acres were treated

Boat Larvicide Treatments

- 13.35 Acres were treated

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-451-4047, or by email at brsmith@gmscf.com. Thank you.

Respectfully,

Brian Smith

Customer Complaint Log Poinciana West CDD

Date	Resident	Address	Phone #	Complaint	Assigned To	Resolution	Date Resolved
2/7/18	Jerry Tiedt	668 San Joaquin Rd	319-610-5006	Dry Pond Unsightly	Brian Smith	Responded to homeowner - Pending	2/7/18
3/7/18	Elizabeth Weiss	443 Indian Wells	863-427-9672	Vine growing on surface of pond #1	Brian Smith	Called and left message, contractor to visit site	3/8/18
3/9/18	Alan Bynum	848 Pacific Ridge Rd	703-738-2806	Dry Pond	Brian Smith	Met with homeowner, looking for resolution	3/14/18
3/12/18	Marian Frisch	615 Villa Park Road	863-258-6286	Midge control	Brian Smith	Contractor sprayed, returned call	3/13/18
3/12/18	Drew Makovec	109 Crystal Cove	407-517-4697	Midge control pond #8	Brian Smith	Contractor sprayed, returned call	3/13/18

*This item is included in the Field
Manager's Report*

*This item is included in the Field
Manager's Report*