

*Poinciana West
Community Development District*

Agenda Package

July 17, 2019

AGENDA

Poinciana West

Community Development District

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

July 10, 2019

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

Dear Board Members:

The Board of Supervisors of Poinciana West Community Development District will meet **Wednesday, July 17, 2019 at 9:30 AM at Mosaics, 388 Village Drive, Poinciana, Florida.** **PLEASE NOTE THE LOCATION OF THE MEETING.** Following is the advance agenda for the meeting:

1. Roll Call
2. Pledge of Allegiance
3. Public Comment Period on Agenda Items
4. Organizational Matters
 - A. Discussion of Process to Fill Seat #3 Board Vacancy
5. Approval of Minutes of the March 19, 2019 and May 7, 2019 Meetings
6. Consideration of Resolution 2019-06 Amending the Location of the Fiscal Year 2020 Budget Hearing
7. Public Hearing
 - A. Consideration of Resolution 2019-07 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2019-08 Imposing Special Assessments and Certifying an Assessment Roll
8. Ratification of Agreement with All Terrain Tractor Service, Inc. for Stormwater System Repair Services
9. Ratification of Agreement with Lake & Wetland Management Orlando, Inc. for Stormwater System Erosion Repair Services
10. Discussion of Landscape Maintenance Agreement with Floralawn, Inc.
11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Approval of Fiscal Year 2020 Meeting Schedule
 - iv. Presentation of Arbitrage Rebate Calculation Report
 - D. Field Manager
 - i. Field Manager's Report
 - ii. Customer Complaint Log
12. Supervisor's Requests
13. General Audience Comments
14. Other Business
15. Next Meeting Date - August 21, 2019

16. 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 Organizational Matters. Section A is the discussion of the process to fill the Seat #3 Board vacancy. This is an open discussion item.

The fifth order of business is the approval of minutes of the March 19, 2019 and May 7, 2019 meetings. The minutes are enclosed for your review.

The sixth order of business is the consideration of Resolution 2019-06 amending the location of the Fiscal Year 2020 budget hearing. A copy of the resolution is enclosed for your review.

The seventh order of business opens the public hearing to adopt the Fiscal Year 2020 budget and assessments. Section A is the consideration of Resolution 2019-07 adopting the Fiscal Year 2020 budget and relating to the annual appropriations. A copy of the Resolution and proposed budget are enclosed for your review. Section B is the consideration of Resolution 2019-08 imposing special assessments and certifying an assessment roll. A copy of the Resolution is enclosed for your review and the assessment roll will be available at the meeting for review.

The eighth order of business is the ratification of agreement with All Terrain Tractor Service, Inc. for stormwater system repair services. A copy of the agreement is enclosed for your review.

The ninth order of business is the ratification of agreement with Lake & Wetland Management Orlando, Inc. for stormwater system erosion repair services. A copy of the agreement is enclosed for your review.

The tenth order of business is discussion of the landscape maintenance agreement with Floralawn, Inc. A copy of the current agreement is enclosed for your review.

The eleventh order of business is Staff Reports. 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. Sub-Section 3 is the approval of the Fiscal Year 2020 meeting schedule. A sample meeting notice is enclosed for your review. Sub-Section 4 is the presentation of the arbitrage rebate calculation report. A copy of the report for the Series 2017-1 & 2017-2 bonds is enclosed for your review. Section D is the Field Manager's Report. The report containing the monthly treatment reports is enclosed for your review. The proposals from All Terrain and Floralawn are also enclosed for your review. Sub-Section 2 includes the customer complaint log for review.

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. S. Flint", with a stylized flourish at the end.

George S. Flint
District Manager

CC: Michael Eckert, District Counsel
Kathleen Leo, District Engineer
Alan Scheerer, Field Manager
Clayton Smith, Assistant 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 Tuesday, March 19, 2019 at 9:30 a.m. at Mosaics, 388 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Charles W. Case	Chairman
Leonard Vento	Vice Chairman
Shirley Bzdweka	Assistant Secretary
Peggy Gregory	Assistant Secretary
Roy LaRue	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Eckert	District Counsel
Kathy Leo	District Engineer
Clayton Smith	Field Manager
Pete Deglomine	Clarke Environmental
Amy Solis	Clarke Environmental
Residents	

The following is a summary of the discussions and actions taken at the March 19, 2019 Poinciana West Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Case called the meeting to order and all Board Members introduced themselves. A quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment Period on Agenda Items

There being none, the next item followed.

FOURTH ORDER OF BUSINESS**Approval of Minutes of the January 16, 2019 Meeting**

Mr. Eckert provided changes, which would be incorporated, noting that the minutes reflected the nature of the conversations and were not a verbatim transcript.

On MOTION by Ms. Bzdweka seconded by Mr. Vento with all in favor the minutes of the January 16, 2019 meeting were approved, as amended.

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

Mr. Eckert reported the settlement offer for the ongoing litigation approved at the last meeting, was made through Jan Carpenter's office. There was no response from the attorney, although the initial reaction was not favorable. He was preparing the response and anticipated filing within the next 30 days. The legislature was in session and proposed legislation impacting CDDs would include:

1. Changes to the audit process, necessitating a rule amendment.
2. Providing that certain information related to contracts is not confidential or exempt from public records requirements and deleting a provision exempting trade secrets held by local government agencies from public records requirements.

Mr. Case asked if the District had trade secrets. Mr. Eckert explained that a vendor may be required to disclose what they provided to the District was a trade secret. Ms. Gregory suggested the District require a vendor with trade secrets sign a disclosure or waiver.

3. Filing the Financial Disclosure Form electronically with the Ethics Commission rather than the County Supervisor of Elections.
4. A requirement of two-thirds vote from the Board (four Board members) to issue bonds.

Mr. Eckert and his firm were monitoring the legislation and indicated that any changes to the Rules would occur during the summer after the bills were signed by the Governor.

Mr. Case questioned the following:

- If there was legislation to require a property evaluation, would it significantly change the approach of the bond validation. *Mr. Eckert stated it depends on the language.*

- Streamlining the process for a newly established District to amend their boundaries. *Mr. Eckert explained when a District was newly established, the areas to bring into the District later would be identified, but it did not affect the PWCDD.*
- How far the District was from concluding the litigation. *Mr. Eckert estimated 90 days to file the response and according to Ms. Carpenter, it was questionable whether Taylor Morrison would agree to fund any costs incurred after they terminated the Funding Agreement, but assumed they would want an agreement when the final payment was made, releasing them from any further obligations. Mr. Flint would see Ms. Carpenter at the Poinciana meeting tomorrow and would ask her to update the Board via email.*

B. Engineer

Ms. Leo reported since the last meeting, GMS staff reviewed the pond status repairs and Mr. Smith would update the Board under his report. She would be working with Mr. Smith in the next month to create a punchlist as repairs were ongoing.

Ms. Gregory noted overgrown weeds, grass and 4-foot trees were growing out of the pond off of the 14th hole on the Cypress golf course. Mr. Case asked if the pond belonged to Hampton Golf or the Poinciana CDD. Mr. Smith reported it was Pond E-18 and only the southern end of the pond was owned by the Poinciana CDD. Mr. Case directed Mr. Smith to forward this to the Poinciana CDD Board.

C. District Manager

i. Approval of Check Register

Mr. Flint presented the Check Register from January 7, 2019 through March 11, 2019 totaling \$108,707.53. The detail was behind the Check Register. He stated there were a couple of transfers to the Debt Service Fund.

Ms. Gregory questioned the following:

- Why there were \$4,600 in charges for Floralawn 2, LLC and whether the District had a contract with Floralawn 2. *Mr. Flint confirmed it was the Floralawn contract for mowing the CDD common areas such as around the ponds.*

- Who the District was tutoring for \$2,500 through NewAgeTutors, LLC. *Mr. Flint indicated the Board entered into a contract with VGlobalTech to update the District's website to comply with the American with Disabilities Act (ADA) and would research the legal relationship between NewAgeTutors and VGlobalTech.*
- Questioned the November statement for Hopping, Green & Sams, which was \$7,700 and a charge on the December statement for \$342.05 for a general counsel monthly meeting. *Mr. Eckert explained it was for a general counsel monthly meeting matter. Mr. Flint would provide an itemized bill to Ms. Gregory and include future itemized bills in the agenda package.*
- Why Polk County Circuit Courts charged a recording fee. *Mr. Eckert explained it had to do with releasing the assessments.*
- Why checks were not processed electronically. *Mr. Flint explained checks were cut in-house, as opposed to an Electronic Funds Transfer which is more expensive than a paper check.*
- If legislative updates provided by Hopping, Green & Sams in the newsletter was through a subscription. *Mr. Eckert stated the District paid Hopping, Green & Sams to monitor the legislation and provide updates to the Board. The cost and time associated with monitoring legislation was spread across all the Districts. Ms. Gregory did not want to be charged if nothing affected the CDD. Mr. Case pointed out monitoring legislation was a large part of the Hopping, Green & Sams contract.*

Ms. Bzdweka moved to approve the Check Register for January 7, 2019 through March 11, 2019 and Mr. Vento seconded the motion.

Mr. LaRue and Ms. Gregory dissented due to not receiving the details of the legal invoices. Mr. Case felt there was adequate detail.

On VOICE VOTE with Mr. Case, Ms. Bzdweka and Mr. Vento in favor and Mr. LaRue and Ms. Gregory dissenting, the Check Register for January 7, 2019 through March 11, 2019 was approved (Motion Passed 3-2).

ii. Balance Sheet and Income Statement

Mr. Flint presented the Unaudited Financial Statements through February 28, 2019, indicating that \$281,000 of the \$291,000 in assessments were collected. Residents had until March 31st to pay their assessments and any tax bills that were not paid would go to a tax certificate sale in June. Administrative expenses, actuals versus prorated were under so the District was in good shape.

Mr. Vento asked on Page 2, whether \$2,500 for Information Technology was due to the ADA issues. Mr. Flint replied affirmatively. He added that at the end of the year, staff may provide a budget amendment if total expenses exceeded the budget. In the meantime, the Board would approve the Proposed Budget in May and set the date, place and time of the public hearing, which was typically in August. The Board would have June and July to discuss the budget. Mr. Case believed the District was on target with the budget.

On MOTION by Mr. Vento seconded by Ms. Bzdewka with all in favor the Unaudited Financial Statements through February 28, 2019 were approved.

D. Field Manager

i. Field Manager's Report

Mr. Smith presented the Field Manager's Report, which was included in the agenda package.

Mr. Case questioned the definition of "*as needed*," with respect to the dry ponds and who would make the determination that it was needed. Mr. Smith explained the criteria was for low maintenance as the owner wanted it to look like a grassy field with no tall weeds and nothing surrounding storm structures. They will continue monitoring it. Mr. LaRue asked if Mr. Smith was preparing criteria on what was needed. Mr. Smith indicated that he and Floralawn would coordinate on monitoring and determining reasonable criteria. Mr. Case was satisfied as long as Floralawn could get a machine into the area to keep it maintained and thanked Mr. Smith for working with Floralawn. Mr. LaRue requested standard operating procedures and requirements for maintaining the dry ponds. Ms. Gregory suggested including an explanation to residents in *The Reflections* newsletter. Mr. Case suggested including this information on the CDD website.

Mr. Smith distributed a stormwater repair checklist, noting the majority of items were completed; however, some items could not be completed because of an extremely wet winter. Some items would be handled by Floralawn over the next couple of weeks. Skimmer repairs

were ongoing throughout the community. He will purchase the skimmer material, have it cut down and placed onsite or in storage instead of having a contractor pre-make the material and bring it onsite.

Mr. Case requested the District Manager review Floralawn's contract to see if trimming was included. Mr. Smith stated the contract was not explicit. Mr. Flint noted many easement areas were not next to where Floralawn was mowing and the District Engineer performed an annual inspection to identify issues. Since GMS was taking over field management services, going forward GMS would be responsible on an as needed basis with Floralawn's assistance. Ms. Gregory asked if any exceptions were made for "*as needed*," and in the event it was needed, who would do it and how much would it cost. Mr. Flint replied when the Floralawn contract was being renewed, it could be addressed.

Mr. Smith presented the treatment reports from Clarke. Ms. Gregory raised concerns again regarding Pond E-18. Mr. Deglomine acknowledged the area looked neglected but indicated it was the responsibility of the HOA. Staff indicated that this area is in the Poinciana CDD and they would reach out to the HOA and the golf course to determine maintenance responsibilities.

ii. Customer Complaint Log

Mr. Smith presented the Customer Complaint Log. Mr. LaRue stated he received a call from the resident at 586 Villa Park Road around February 27th and when he went to the house, there were a swarm of midges around the soffits and around the front door. Mr. LaRue indicated that he also spoke with the resident and the resident indicated that they have been dealing with this issue for five years. Mr. Smith stated that the pond behind that address was not currently in the contract for midge treatment but could be added by the Board. Mr. Case questioned what other ponds were in the contract. Mr. Flint replied Ponds 5, 8 and 9. Mr. Eckert stated the Board historically only treats ponds where there are ongoing complaints and indicated that it would be cost prohibitive, based on the current budget, to treat all of the CDD ponds for midges. Mr. Deglomine stated he did not recall someone from Villa Park Road calling on a regular basis for five years. Mr. Case agreed with Mr. LaRue that it was time to review all ponds. Mr. Flint stated he would bring a proposal to the next meeting.

Mr. LaRue stated he looked at the pond and wanted to understand why some ponds were fine and others were not. He gave Clarke a failing grade on midge control. Ms. Gregory stated she and Mr. LaRue received the phone calls because they were told no one listened to previous calls and asked if the bulk of the midges were only on Ponds 5, 8 and 9. Ms. Gregory suggested asking University of Florida and Polk County to evaluate the ponds to determine why midges were in specific areas and ways to eradicate them. Mr. Case asked Mr. Deglomine to explain what prior steps the District had taken regarding communications with the University of Florida and Polk County. Mr. Deglomine explained that Polk County performed a study and basically concluded that Clarke was doing everything they could.

Ms. Solis of Clarke explained the following:

- Clarke arranged for Dr. Ali of the University of Florida to survey all of the ponds in Poinciana. There were more problems with the ponds in the Poinciana CDD than Poinciana West, which was newer and had better water quality.
- Water quality issues were addressed before and the CDD considered nutrient reduction with chemicals to lower the phosphorus in the ponds.
- Midges thrive on nasty water. There were water studies and the result was algae in the ponds. Algae and midges are the number one indicator of water quality. These were not meant to be healthy ponds. They were retention ponds, absorbing all of the stormwater runoff. The ponds were being treated with Abate®, which had temephos as the active ingredient, the larvicide used for the lakes.
- Polk County performed an analysis two years ago based on resident complaints and reported this was the most that any community was doing to try to combat midges, which were a Florida problem because of deep phosphorus lakes.
- Water quality treatments weren't always meant to be 100% effective and eradication of the midges was impossible.

As an engineer, Mr. LaRue, concluded out of 22 ponds, three were being treated for midges and 15 ponds did not have midges. He suggested looking at the 15 ponds to understand why they were healthy. Mr. LaRue asked if some ponds were used for irrigation and if Pond 6 was stagnant. Ms. Solis confirmed none of the ponds were used for irrigation. Mr. Case recalled reclaimed water was being used for irrigation.

- The ponds were considered for using a holistic approach, such as adding a littoral zone; however, it was costly to plant around the perimeter of all ponds.
- The reclaimed water that was used for irrigation had nutrients that contributed to the problem with the midges. Retention ponds were not designed to treat the water before it discharged to the wetlands. Retrofitting the ponds to treat the water would be costly.

Mr. Case recalled the Poinciana CDD purchasing two aerators and stocking two ponds with fish on a trial basis. One pond in the PWCDD was also stocked with fish. Mr. Deglomine stated there were several options to eradicate midges, including larviciding, ultra-violet larviciding, fish and aeration. Ms. Gregory asked if DEET was being used. Mr. Deglomine stated the midges were not biting and noted the products they use were specifically for midge control. Ms. Gregory wanted to communicate to residents what results, trials and tests they were doing. Mr. Deglomine offered to provide reports. Mr. LaRue wanted to understand why the algae was not being controlled enough so the Board could understand what was going on and how to control it. Mr. Case suggested changing the mix of chemicals in the fogger to a stronger component as the current mixture was ineffective. Mr. LaRue requested the information before the next meeting and a quote for Pond 6 off of Villa Park Road.

Mr. LaRue questioned the response time for a complaint, as Rochelle Quinn called on February 27th, but no one treated the pond until March 14th, which was well over two weeks. Mr. Deglomine explained algae treatment was every two weeks, but they responded to complaints as soon as possible or five days at the most. If the pond was not under contract, it was not considered a priority. Mr. Eckert stated Clarke's contract was generally based on an acreage amount and suggested the Board approve a treatment or two until the May meeting, if there was money in the budget. Mr. Flint confirmed there were adequate funds in the budget.

On MOTION by Mr. LaRue seconded by Mr. Vento with all in favor adding Pond 6 to the midge treatment program was approved.

SIXTH ORDER OF BUSINESS

Supervisor's Requests

Mr. LaRue asked if the ponds were treated for algae. Mr. Deglomine confirmed all ponds were treated for aquatic invasive vegetation every two weeks. Mr. LaRue asked how soon they expected the algae to die after it was treated. Mr. Deglomine indicated it died quickly. Ms. Solis

stated if it was bubbling, it was recently treated, but after it was treated, it could come back because of heat and water temperatures. At Mr. LaRue's request, Mr. Flint stated he would forward Clarke's contract for the Board's information.

SEVENTH ORDER OF BUSINESS**General Audience Comments**

Susan Godlewski, Irvine Ranch Road, recalled algae and midge problems in Pond 20 three years ago. When she complained it was treated; however, there was occasional midge growth on the clean ponds and times when midges swarmed around houses on the pond, but not houses across the street. It was a seasonal issue. Ms. Gregory pointed out with midges there was an influx of spiders.

EIGHTH ORDER OF BUSINESS**Other Business**

Mr. Eckert confirmed VGlobalTech was the registered business name for NewAgeTutors, LLC.

NINTH ORDER OF BUSINESS**Next Meeting Date – April 17, 2019**

Mr. Case suggested meeting every two months, unless there was pressing business, with the next meeting occurring on May 15th. After further discussion, the May meeting was scheduled for May 7, 2019 at 9:30 a.m.

Mr. Deglomine mentioned that Ms. Solis was taking another position with Reedy Creek Mosquito Control. Ms. Solis appreciated working with the Board and the management company. Mr. Case stated he was sorry to see her leave and wished her luck in her future endeavors.

TENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Vento seconded by Mr. LaRue with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

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 Tuesday, May 7, 2019 at 9:30 a.m. at Mosaics, 388 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Charles W. Case	Chairman
Leonard Vento	Vice Chairman
Shirley Bzdweka	Assistant Secretary
Peggy Gregory	Assistant Secretary
Roy LaRue	Assistant Secretary

Also present were:

George Flint	District Manager
Sarah Sandy	District Counsel
Kathy Leo	District Engineer
Clayton Smith	Field Manager
Pete Deglomine	Clarke Environmental
Robert Zimbardi	Poinciana CDD Board Member
Residents	

The following is a summary of the discussions and actions taken at the May 7, 2019 Poinciana West Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Case called the meeting to order and all Board Members introduced themselves. A quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment Period on Agenda Items

There being none, the next item followed.

FOURTH ORDER OF BUSINESS**Approval of Minutes of the March 19, 2019 Meeting**

Mr. LaRue requested revised minutes, due to the misinterpretation of Board Members voices and content errors and suggested videotaping at each meeting or having a court reporter. Mr. LaRue stated on Page 6, the paragraph at the bottom did not make sense. The sentence at the top of Page 7 that says, "The resident was dealing with this issue for five years and Mr. Case asked why," was Mr. LaRue. On Page 8, the aerator and the two ponds stocked with fish were in the Poinciana CDD.

Ms. Sandy provided comments from Mr. Eckert. On Page 2, under the Fifth Order of Business, in the first paragraph, "favorable" should be "not favorable," in the following paragraph, there should be a period after "trade secret" and the second to last sentence should say, "Mr. Eckert and his firm were monitoring the legislation and any changes to the rules." On Page 3, the second bullet should say, "affected the Poinciana West CDD." On Page 7, the Clarke representative. recalled someone from Villa Park Road calling on a regular basis and on the top of Page 9, Mr. Eckert stated, "Clarke's contract was generally based."

Ms. Gregory suggested Supervisors identify themselves, clarify between the Poinciana CDD and the Poinciana West CDD and hiring a court reporter to provide verbatim minutes. Mr. Case acknowledged he was not recognizing individuals that were speaking per Robert's Rules of Order. Mr. Flint stated the Board had the option for verbatim minutes. Mr. Case noted summary minutes did not expose the CDD to legal issues versus verbatim minutes, which could be subpoenaed, was not willing to spend money for a court reporter and agreed with Mr. LaRue on having more clarity.

Mr. LaRue proposed videotaping all meetings so residents had a chance to see the full accurate meeting at a small expense. Ms. Gregory suggested utilizing Channel 732. Ms. Sandy noted ADA compliance issues and having closed captioning when meetings were videotaped. After Mr. Flint stated that it was not a District channel, Ms. Sandy pointed out that ADA regulations may not apply to that channel. She indicated that even if the CDD was not videotaping meetings, if the District's website linked to a video on another website, the link was subject to the ADA requirements. Ms. Gregory suggested a livestream on Channel 732. Mr. Vento stated the District did not have the capability of livestreaming and felt the minutes should reflect the actions taken, not individual discussions. Mr. Case requested tabling the March

minutes, authorizing Mr. Flint get an evaluation of what it would cost for a court reporter versus videotaping for the next meeting and provide revised March minutes at the next meeting.

On MOTION by Mr. LaRue seconded by Mr. Vento with all in favor tabling the approval of the minutes of the March 19, 2019 meeting until the next meeting was approved.

FIFTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2018 Draft Audit Report

Mr. Flint stated the District was required to have an independent audit performed and the Board chose Berger, Toombs, Elam, Gaines and Frank through the competitive selection process. It was a clean audit with no prior or current year findings or recommendations as the District complied with the criteria provided by the Auditor General of the State of Florida.

Ms. Sandy referred to a comment on Page 28, stating the reserve accounts were funded in amounts equal to 50% of the maximum debt service for the Series 2017-1 and Series 2017-2 bonds and requested the Board accept the audit subject to this comment. Mr. Flint noted the comment was already incorporated. Mr. Case pointed out the change in net position was positive and the final determination by the auditor said the Poinciana West CDD complied in all material respects so the District was in complete compliance. Mr. LaRue asked if the final version would have the actual date. Mr. Flint stated it was a draft in case the Board had any questions. The date would be inserted the draft stamp removed once the Board accepted it.

Mr. Vento asked if the District should have an investment policy as the auditor stated on Page 25. Mr. Flint confirmed the District had a basic investment policy as part of the Florida Statutes, limiting the types of investments, but the District had the option of adopting a formal investment policy. Mr. Flint would have the auditor clarify this. Mr. Vento questioned the statement by the auditor on Page 30 where they did not identify any deficiencies in internal control considered to be material weaknesses, but material weaknesses may exist that have not been identified. Mr. Flint stated it was a disclaimer. The auditor tested it and did not find anything, but it was possible there was something they have not found. Mr. LaRue asked Mr. Flint to provide a spreadsheet on the capital assets. Mr. Flint stated there was a three-ring binder full of details on what was acquired when the District issued bonds in 2007 and certain assets the District acquired from Avatar. The auditor tracked the District Engineer's estimate of what the District acquired and the depreciation. It was not an active capital asset list.

On MOTION by Ms. Bzdweka seconded by Mr. LaRue with all in favor accepting the Fiscal Year 2018 draft Audit Report and authorizing transmittal to the State of Florida, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2019-05 Approving the Proposed Fiscal Year 2020 Budget and Setting a Public Hearing

Mr. Flint stated the District was required by June 15th of each year to approve the Proposed Budget and set the date, place and time of the public hearing for final consideration. Exhibit A was the Proposed Budget and the suggested date of the public hearing was August 21, 2019, at 9:30 a.m., in the Starlight Ballroom. The budget was not a binding document and changes could be made up to and at the public hearing; however, if the Board wanted to increase the per unit assessment, there were additional noticing requirements. The budget was in draft form and assumed the following:

- \$73,591 in Carry Forward.
- Decrease in Administrative Costs from \$175,000 to \$174,000.
- Field Services remaining the same.
- Landscape Maintenance and Lake Maintenance increasing slightly due to the conveyance of two ponds to the District by the developer.

Mr. LaRue questioned the location of the ponds. Mr. Smith referred to Ponds 19A and 19B in the northeast corner. Mr. Case pointed out no additional assessments for the upcoming year and questioned the revenue from the additional homes. Mr. Flint explained the parcel was on the tax roll and whether or not there was a home on the lot, the assessments were paid and the District was collecting for it. There was no difference in an assessment for an undeveloped lot and developed lot.

Ms. Gregory questioned the following:

- Why Attorney's Fees could not be reduced from \$50,000 since we are now meeting every other month? Mr. Flint projected \$40,000 for the current year, but the Board had the discretion to reduce it.
- Why there was a 30% increase in legal advertising, since there were less meetings? Mr. Flint explained they were looking at the actuals for the current year and the projected amount for last year. This year there were public hearings for the amenity acquisition.

- Why Office Supplies increased another 30%? Mr. Flint responded it depends on copy charges and bank fees, which were trending higher than what was budgeted, previously, based on the budget adopted prior to GMS becoming manager.
- Why has Aquatic Midge Management gone done? Mr. Flint stated the contractual obligation was \$22,000 and it was reduced from \$32,000 to \$30,000. It was an allowance for additional midge issues.

On MOTION by Ms. Bzdweka seconded by Mr. Vento with all in favor Resolution 2019-05 Approving the Proposed Fiscal Year 2020 Budget and Setting the Public Hearing for August 21, 2019 at 9:30 a.m. in the Starlight Ballroom, 384 Village Drive, Poinciana, Florida 34759, was adopted.

SEVENTH ORDER OF BUSINESS

Discussion of Defendant's Proposed Settlement on Motion in Tax Costs

Ms. Sandy reported the District received a settlement offer of \$15,967.85 on the Motion to Tax Costs. In return, the residents would sign a release for the remaining balance, which the Defendants could attempt to recover solely from the Poinciana CDD. The Poinciana CDD received a similar offer and counteroffered \$12,000. The offer was good for 30 days from April 15th, which was May 15th. Attorney fees were estimated between \$7,500 and \$10,000 and the current amount spent was \$8,400. Discussion ensued and the Board addressed the following:

- Ms. Gregory assumed that once the costs from court reporters and depositions was added to the legal fees that it would be almost the exact same amount as the proposed settlement.
- Ms. Gregory stated she had received an email prepared by Mike Eckert stating upon consultation with the Chairman, the firm agreed to a not-to-exceed amount of \$10,000 in hourly fees to defend this matter. Ms. Gregory requested a formal agreement in writing. Ms. Sandy stated she would speak to Mr. Eckert.
- Mr. LaRue felt that the District received bad legal advice, wanted accountability and proposed a cap on legal expenses of \$10,000 and if the other party received a judgment higher than \$2,000, the Poinciana West CDD attorneys should pay the difference. Ms. Sandy indicated her firm provided a legal opinion following the current law, but could not guarantee a judge's decision and would not provide the Poinciana West CDD with a guarantee for amounts awarded by a judge.

- Ms. Gregory voiced concern about the District being charged \$325 per hour for 12 hours for research and 10.6 hours to prepare an opposition to the motion on cost recovery from an associate versus Mr. Eckert who received \$310 per hour.
- Mr. Case suggested budgeting more money for Attorney fees in case the District was responsible for paying \$15,000 or more. He is opposed to paying the money requested in the settlement. If Board Members did not like the advice of District Counsel, they should seek the advice of other District Counsel, but other firms were more expensive.
- Mr. Case asked if it was a problem if any Board Members were involved with or supported the opposing attorney for the case against the CDD. Ms. Sandy wanted to review the ethical code before rendering an opinion as this was a specific situation.
- Mr. LaRue questioned what would be accomplished if the Court requires us to pay the settlement of \$15,000 and also pay the attorneys \$10,000, when the District could have spent less than \$16,000. It was not a good use of public funds and suggested placing a cap on the payment.
- Mr. Vento noted the following options:
 1. The District paying \$15,967
 2. Negotiating or making a counter offer
 3. Not paying anything and relying on the judge's decision
- Mr. Case recalled the Board agreed to pay \$2,000 to settle, but they never responded. Ms. Gregory asked why Ms. Carpenter submitted an offer of \$12,000 on behalf of Poinciana CDD, if it was not a good idea. Mr. Case stated the decision was made by the Poinciana CDD Board at a closed session and he was not privy to their discussions. Mr. Vento wondered why there was an offer to settle out of court for \$15,967.85 versus \$54,000 if the residents felt they truly believe they were owed the money.

On MOTION by Mr. LaRue seconded by Ms. Gregory with Mr. LaRue and Ms. Gregory in favor and Mr. Case, Ms. Bzdweka and Mr. Vento dissenting, offering \$5,000 to settle on the motion to tax costs was not approved. (Motion Failed 2-3)

Mr. Case was against spending resident's money on anything the District was not required to do and estimated they would only have to spend another \$1,500. Ms. Sandy asked whether the Board wanted to accept the settlement offer.

On MOTION by Ms. Bzdweka seconded by Mr. Vento with Mr. Case, Ms. Bzdweka and Mr. Vento in favor and Mr. LaRue and Ms. Gregory dissenting, rejecting the offer of \$15,967.85 to settle on the motion to tax costs was approved. (Motion Passed 3-2)

Mr. LaRue MOVED to limit legal fees to \$10,000. The motion died for lack of a second.

Mr. Case recalled attorney fees were capped at \$10,000 by the attorney. Mr. LaRue requested this in writing. Ms. Gregory asked if any amounts were outstanding from the amenity acquisition as the District paid Hopping, Green & Sams over \$1.2 million in legal fees. Mr. Flint stated the only outstanding issues pertained to the Taylor Morrison funding agreement.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Sandy asked if the Board wanted to renew the Floralawn and VGlobalTech, which expire on October 31st and on August 21, 2019 respectively.

Ms. Gregory asked if there was any additional work on the website from VGlobalTech. Mr. Flint stated their proposal had an initial set up in the first year and an ongoing maintenance component. The Board only approved the initial set up fee; however, there may be some future costs because there is going to be an ongoing obligation to continue auditing these websites to ensure they were ADA compliant. Mr. Case asked who would continue to update the website. Mr. Flint stated it was being done in-house. Mr. Vento requested the current contract with Floralawn. Mr. Flint stated he would include in the next agenda package.

Ms. Sandy reported the legislative session ended this past week and the Rules of Procedure would be updated in August in accordance with any statutory changes as the last update was in 2013. The Board must go through the rulemaking process to adopt the rules.

B. Engineer

Ms. Leo provided the pond map for Poinciana and Poinciana West, which was posted on Poincianawestcdd.org. Mr. LaRue asked if there was further information on the naming of the ponds. Ms. Leo drafted the exhibit, but stopped to handle other pressing matters. Mr. LaRue noted for example, no one knew where Pond 10 was, but they would know if it was identified as the pond on Solivita Boulevard and Vestrella Drive.

C. District Manager

i. Approval of Check Register

Mr. Flint presented a revised Check Register from March 11, 2019 through April 30, 2019 in the amount of \$78,471.33, which included Check #1548 for Hopping, Green & Sams, which was held pending resolution to the Taylor Morrison funding issue. There were additional checks from Hopping, Green & Sams that would not be released until there was resolution by Taylor Morrison.

On MOTION by Ms. Bzdweka seconded by Mr. Vento with all in favor the Check Register for March 11, 2019 through April 30, 2019 was approved.

ii. Balance Sheet and Income Statement

Mr. Flint presented the Unaudited Financial Statements through March 31, 2019, indicating that the District was almost 100% collected on Operations and Maintenance (O&M) assessments. Actual expenses were \$40,000 under the prorated expenses for the General Fund.

On MOTION by Ms. Bzdweka seconded by Mr. Vento with all in favor the Financial Statements through March 31, 2019 were approved.

iii. Presentation of Number of Registered Voters – 2,343

Mr. Flint reported that the District was required each year to publicly announce the number of registered voters as of April 15. According to the Polk County Supervisor of Elections, there were 2,343 registered voters. No action was required by the Board.

D. Field Manager

i. Field Manager's Report

Mr. Smith presented the Field Manager's Report, which was included in the agenda package. He advised Floralawn did some brush clearing on Ponds 1, 2 and 4A at no cost to the District. He would obtain a quote for future brush clearings. Mr. LaRue requested at the last meeting, a standard operating procedure and requirements for maintaining the dry ponds. Mr. Smith was still working on it since they now had the costs Floralawn would be charging, which he would explain to residents in *The Reflections* newsletter.

- **Proposal from All Terrain Tractor Service, Inc. for Various Stormwater Pond Repairs**

Mr. Smith presented a proposal from All Terrain Tractor Service, Inc. (All Terrain) to provide the labor and equipment to complete the January items in the Engineer's Report in the amount of \$23,324. It includes backfilling two mitered end sections (MES) in Pond 16 and other incidentals. That is the best course of action as draining the entire pond and backfilling with dirt and sod, would be more labor intensive. They would use rip rap to fill the ground at the current level.

Ms. Gregory questioned why a company like All Terrain would charge \$23,324 and why the proposal was from January. Mr. Flint indicated the Field Manager's Report was dated January 16th. Ms. Gregory felt that the proposal was basic and wanted to see a general proposal with photos, scope of work, intent and timeframes with start and finish dates. Mr. LaRue requested competitive bids. Mr. Flint clarified the proposal was dated March 26th and was referencing Ms. Leo's report of January 16, 2018, which had pictures. Ms. Leo confirmed the report was completed by Atkins in 2018. Ms. Gregory asked if anything changed since then. Mr. Flint explained all stormwater structures in the District were inspected and there was an annual report with pictures identifying issues that needed to be identified. The repairs were prioritized and the only ones remaining were in the All Terrain proposal. All Terrain was a small site contractor and it was hard to find contractors to handle small repairs as most were doing land development work. Mr. Smith had other contractors come out, but they did not bid on the work. One contractor bid some items, but Mr. Smith did not trust them to provide quality work versus All Terrain, which understood the project. Mr. LaRue requested Mr. Smith include the background of companies submitting proposals.

Ms. Leo advised it was the right time to complete these projects, due to current water levels and suggested the Board approve a not-to-exceed amount and authorize Mr. Smith to

negotiate with All Terrain or work with another qualified contractor. Waiting until August to complete the job, would be more of a challenge due to higher water levels. Mr. LaRue pointed out this item was discussed for a year and a half and all of a sudden it was an emergency. Ms. Leo stated they were working on the to-do list and were hoping to time this with the Poinciana CDD for economies of scale. Mr. Case requested a recommendation from Ms. Leo. Ms. Leo recommended the Board approve a not-to-exceed amount and allow Mr. Smith to spend more energy on it. Discussion ensued.

On MOTION by Ms. Bzdewka seconded by Mr. Vento with Mr. Case, Ms. Bzdewka and Vento in favor and Mr. LaRue and Ms. Gregory dissenting, the the stormwater repairs identified in the All Terrain Tractor Service, Inc. proposal were approved in an amount not-to-exceed \$23,324, subject to the Field Manager obtaining additional quotes and authority to the Chair to select a final proposal was approved. (Motion Approved 3-2)

Mr. Case requested staff diligence in looking at other contractors quickly. Mr. Flint asked what Board Member would be authorized to make the final decision. Mr. Case volunteered. Ms. Bzdewka thanked Mr. Smith for doing a good job to address the items. Mr. Vento asked if Pond 16 was completed. Mr. Smith clarified some items were dealt with, such as removing vegetation from the control structure. Ms. Bzdewka reported empty mulch bags at the edges of the pond. If it happened again, Mr. Smith would speak to Clarke and Floralawn.

- **Proposal from Floralawn to Perform Line Trimming of Dry Ponds**

Mr. Smith presented a proposal from Floralawn to trim the dry ponds as needed at the request of the Board and concerns from homeowners. Discussion ensued and the Board addressed the following:

- Ms. Gregory asked if Floralawn was removing what was actually in the lake. Mr. Smith replied their contractual duties were to bush hog and there was an additional charge to weed whack by foot. She asked if Floralawn was charging \$350 for Ponds 3, 4, 5 and 6 only. Mr. Smith understood it was \$350 per occurrence for ALL ponds. Ms. Gregory questioned who would determine if the ponds needed to be trimmed. Mr. Smith stated he and Floralawn would decide.

- Mr. Case noted the proposal was a result of their conversation in the field, including coming up with a methodology to keep it under control. Mr. Smith stated this was the final cost to have Floralawn perform the work.
- Mr. LaRue asked if 3, 4, 5 and 6 were actual ponds. Mr. Smith clarified the actual ponds were P3, P4, P5 and P6, which were dry ponds. Mr. LaRue requested the proposal include specific language to include the trimming of all four ponds. Mr. Smith would provide a revised proposal.
- Ms. Gregory asked if this event would be added to the negotiations for the next Floralawn contract. Ms. Sandy could change the scope of services. Mr. Case suggested having an addendum. Ms. Gregory wanted the contract to include trimming “as needed.” Mr. LaRue questioned how often it was needed. Mr. Smith anticipated most of the summer months, at least eight times per year.

On MOTION by Mr. Vento seconded by Ms. Bzdewka with all in favor the proposal for Floralawn to perform line trimming of all dry ponds in the amount of \$350 per occurrence was approved.

ii. Customer Complaint Log

Mr. Smith presented the Customer Complaint Log. There were four complaints all for algae in Pond 21, which was treated. All ponds were treated every two weeks for algae and a courtesy spraying for midges. Mr. Flint noted many wetlands in this area. Mr. Smith would monitor the pond. Mr. LaRue stated Pond 6 was added to the control list; however, there were still midges. Mr. Flint indicated it was getting on the cycle with the larvicide and the larvae. Mr. Vento suggested using bats. Mr. Smith would research it. Mr. Case spoke to Clarke two to three weeks ago and read the reports from the County, State and University, all indicated you will never completely eliminate the midges. Pete Deglomine suggested aeration and fish, which was in Pond E3, their worst pond, which decreased the number of midges and complaints. Discussion ensued.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. LaRue voiced concern the CDD was spending good money after bad on attorney's fees and anticipated spending more than \$15,000. Mr. Case stated the District was following the legal requirements and recommendations and their exposure was minimal.

TENTH ORDER OF BUSINESS**General Audience Comments**

Ms. Susan Godlewski (Irvine Ranch Road) suggested the new Board Members review prior agendas and minutes to familiarize themselves with the District. Mr. Terrance Guay (Bonita Canyon Drive) thanked the Board for their hard work and recommended the information provided to the Board include more detail, the budget and minutes be accurate and the purpose of the settlement was to prevent the District from spending extra money on something that could be settled. Ms. Karen Ewing (San Raphael) thanked the Board for taking a stand to settle for \$2,000. Ms. Patricia Schmid (San Raphael) requested additional proposals for the stormwater pond repairs so a decision could be made. Mr. Smith agreed getting additional bids would be the best course of action. A Resident from Bella Cortina requested the pond be cleaned up. Mr. Smith would look into it. Mr. Maneck Master (San Raphael) served on a Board in New Jersey and their meetings were videotaped and was in favor of spending additional money to meet ADA requirements so residents can be educated. Mr. Case reiterated Mr. Flint would provide cost estimates to the Board.

ELEVENTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS**Next Meeting Date – June 19, 2019**

There was Board consensus to cancel the June 19, 2019 meeting, have the public hearing at the July 17, 2019 meeting, cancel the August meeting and discuss the September meeting date in July.

- **Consideration of Resolution 2019-05 Approving the Proposed Fiscal Year 2020 Budget and Setting a Public Hearing**

On MOTION by Ms. Gregory seconded by Mr. LaRue with all in favor amending the prior motion to adopt Resolution 2019-05 Approving the Proposed Fiscal Year 2020 Budget and Setting the Public Hearing for July 17, 2019 at 9:30 a.m. in the Starlight Ballroom, 384 Village Drive, Poinciana, Florida 34759, was adopted.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Bzdweka seconded by Ms. Gregory with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VI

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2019-05 TO RE-SET THE LOCATION OF THE PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2019/2020; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Poinciana West Community Development District (the "District") was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, on May 7, 2019, at a duly noticed public meeting, the District's Board of Supervisors (the "Board") adopted Resolution 2019-05, approving the proposed budget for fiscal year 2019/2020, and setting a public hearing on the proposed budget for July 17, 2019 at 9:30 a.m., at the Starlite Ballroom, 384 Village Drive, Poinciana, Florida 34759; and

WHEREAS, due to building construction, the District desires to change the location of the public hearing to Mosaics, 388 Village Drive, Poinciana, Florida 34759, and instructs the District Manager to cause a notice of public hearing, with the new location, to be published in a newspaper of general circulation in Polk County, Florida consistent with the requirements of Chapters 190 and 197, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. PUBLIC HEARING LOCATION RE-SET. Resolution 2019-05 is hereby amended to reflect that the public hearing as declared in Resolution 2019-05 is to be:

Date: July 17, 2019
Time: 9:30 a.m.
Location: Mosaics
388 Village Drive
Poinciana, Florida 34759

SECTION 2. RESOLUTION 2019-05 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2019-05 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board of Supervisors of the Poinciana West Community Development District.

PASSED AND ADOPTED this 17th day of July, 2019.

ATTEST:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman,
Board of Supervisors

SECTION VII

SECTION A

RESOLUTION 2019-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (“**Board**”) of the Poinciana West Community Development District (“**District**”) proposed budgets (“**Proposed Budgets**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budgets, the District filed a copy of the Proposed Budgets with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budgets on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared the Proposed Budgets, whereby the budgets shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budgets, copies of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budgets, attached hereto as **Exhibit A**, as amended by the Board, are hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budgets**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budgets may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budgets, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budgets for the Poinciana West Community Development District for the Fiscal Year Ending September 30, 2020.”
- d. The Adopted Budgets shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND - SERIES 2017-1	\$ _____
DEBT SERVICE FUND - SERIES 2017-2	\$ _____
CAPITAL RESERVE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not

increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 17th DAY OF JULY, 2019.

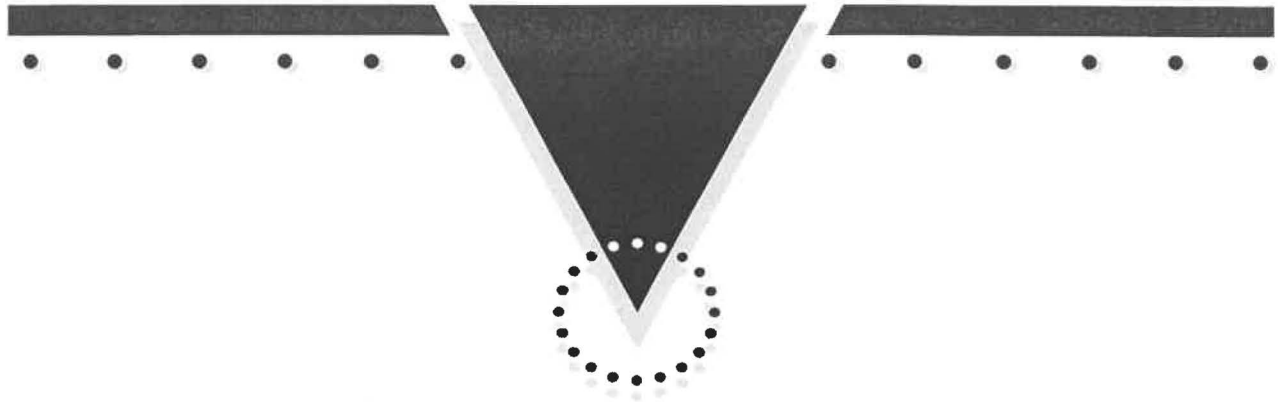
ATTEST:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____



Poinciana West Community Development District

**Proposed Budget
FY 2020**



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Poinciana West
Community Development District

Fiscal Year 2020
General Fund

Description	Adopted Budget FY2019	Actual Thru 6/30/19	Projected Next 3 Months	Total Thru 9/30/19	Proposed Budget FY2020
Revenues					
Special Assessments - Tax Collector	\$291,294	\$292,607	\$0	\$292,607	\$291,294
Interest	\$3,000	\$3,706	\$794	\$4,500	\$500
Carry Forward Surplus	\$76,525	\$11,228	\$0	\$11,228	\$348,853
Total Revenues	\$370,819	\$307,541	\$794	\$308,335	\$640,647
Expenditures					
Administrative					
Supervisors Fees	\$12,000	\$4,000	\$3,000	\$7,000	\$6,000
FICA Expense	\$918	\$306	\$230	\$536	\$459
Engineering	\$20,000	\$4,425	\$2,575	\$7,000	\$15,000
Attorney	\$50,000	\$18,661	\$8,839	\$27,500	\$30,000
Arbitrage	\$450	\$450	\$450	\$900	\$450
Dissemination	\$5,000	\$4,100	\$1,250	\$5,350	\$5,500
Annual Audit	\$3,415	\$0	\$3,415	\$3,415	\$3,415
Trustee Fees	\$7,050	\$7,004	\$0	\$7,004	\$7,050
Assessment Administration	\$5,000	\$5,000	\$0	\$5,000	\$5,000
Management Fees	\$45,000	\$33,750	\$11,250	\$45,000	\$45,000
Information Technology	\$1,500	\$3,625	\$375	\$4,000	\$1,500
Telephone	\$100	\$45	\$55	\$100	\$100
Postage	\$3,000	\$653	\$347	\$1,000	\$1,500
Printing & Binding	\$1,500	\$414	\$336	\$750	\$750
Insurance	\$10,883	\$9,000	\$0	\$9,000	\$10,883
Legal Advertising	\$2,500	\$1,481	\$1,019	\$2,500	\$2,000
Other Current Charges	\$636	\$592	\$183	\$775	\$800
Office Supplies	\$200	\$369	\$56	\$425	\$200
Property Appraiser	\$6,198	\$0	\$3,100	\$3,100	\$3,100
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Administrative Expenses	\$175,525	\$94,049	\$36,480	\$130,529	\$138,882
Operation & Maintenance					
Field Services	\$10,000	\$7,500	\$2,500	\$10,000	\$10,000
Landscape Maintenance	\$56,294	\$42,220	\$14,073	\$56,294	\$58,694
Aquatic Control Maintenance	\$57,000	\$42,750	\$14,250	\$57,000	\$64,479
Aquatic Midge Management	\$32,000	\$17,100	\$5,950	\$23,050	\$30,000
R&M Plant Replacement	\$10,000	\$50	\$2,450	\$2,500	\$3,000
Storm Structure Repairs	\$0	\$0	\$21,462	\$21,462	\$10,000
Contingency	\$10,000	\$1,650	\$3,350	\$5,000	\$10,000
Capital Outlay	\$20,000	\$0	\$2,500	\$2,500	\$0
Transfer Out - Capital Reserve	\$0	\$0	\$0	\$0	\$315,592
Operation & Maintenance Expenses	\$195,294	\$111,270	\$66,535	\$177,806	\$501,765
Total Expenditures	\$370,819	\$205,320	\$103,015	\$308,335	\$640,647
Excess Revenues/(Expenditures)	\$0	\$102,221	(\$102,221)	\$0	\$0

Net Assessment	\$291,294
Collection Cost (6%)	\$18,593
Gross Assessment	\$309,887

Property Type	Platted Units	Gross Per Unit	Gross Total
Single Family	1650	\$186.57	\$307,841
Recreational	11	\$186.57	\$2,052
Total	1661		\$309,893

Poinciana West
Community Development District
GENERAL FUND BUDGET

REVENUES:

Special Assessments – Tax Collector

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

Interest

The District earns interest income on their operating accounts and other investments.

EXPENDITURES:

Administrative:

Supervisors Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount is based on supervisors attending 12 meetings during the fiscal year.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering

The District's engineer, GAI Consultants, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Hopping, Green & Sams, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2017 R1 & R2 Special Assessment Refunding Bonds. The District has contracted with AMTEC for this service.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

Poinciana West
Community Development District
GENERAL FUND BUDGET

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District has contracted with Berger, Toombs, Elam, Gaines & Frank for this service.

Trustee Fees

The District will pay annual trustee fees for the Series 2017 R-1 & R-2 Special Assessment Refunding Bonds that are deposited with a Trustee at USBank.

Assessment Administration

The District has contracted with Governmental Management Services-CF, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

Information Technology

Represents costs related to District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

Postage

The District incurs charges for mailing of agenda packages, overnight deliveries, checks for vendors and other required correspondence.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

The District's general liability and public officials liability insurance coverage is provided by Public Risk Insurance. Public Risk Insurance specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

Poinciana West

Community Development District

GENERAL FUND BUDGET

Other Current Charges

Represents any miscellaneous expenses incurred during the fiscal year such as bank fees, deposit slips, stop payments, etc.

Office Supplies

The District incurs charges for office supplies that need to be purchased during the fiscal year.

Property Appraiser

Represents a fee charged by Polk County Property Appraiser's office for assessment administration services.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Services

Provide onsite field management of contracts for the District such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

The District will maintain the lake bank maintenance that include mowing of no less than once every 7 days during the months of April 1st to October 31st and no less than once every 14 days from November 1st to March 31st. The District has contracted with Floralawn 2, LLC for this service.

Description	Monthly	Annual
Landscape Maintenance	\$4,691	\$56,294
Contingency		\$2,400
Total		\$58,694

Aquatic Control Maintenance

Represents cost for maintenance to the ponds located within the District. Services include, but are not limited to, treatment removal and offsite disposal of nuisance vegetation and algae treatment. The District has contracted with Clarke Aquatic Services, Inc. for these services.

Description	Monthly	Annual
Aquatic Maintenance	\$4,750	\$57,000
Contingency - Pond 19A	\$270	\$3,240
Contingency - Pond 19B	\$353	\$4,239
Total		\$64,479

Poinciana West
Community Development District
GENERAL FUND BUDGET

Aquatic Midge Management

Represents costs for aquatic midge control (blind mosquitoes, weekly ATV aerosol & monthly aerial larva side.)

Description	Monthly	Annual
Aquatic Midge Control	\$1,983	\$23,800
Contingency		\$6,200
Total		\$30,000

R&M – Plant Replacement

Represents estimated cost for the replacement of aquatic plants and tree replacement around the ponds.

Storm Structure Repairs

Represents estimated repair and maintenance cost to the storm structures maintained by the District.

Contingency

Represents any additional field expense that may not have been provided for in the budget.

Capital Outlay

Represents estimated cost for Aeration Systems.

Poinciana West

Community Development District

Fiscal Year 2020 Capital Reserve Fund

Adopted Budget FY2019	Actual Thru 6/30/19	Projected Next 3 Months	Total Thru 9/30/19	Proposed Budget FY2020
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Revenues

Transfer In	\$0	\$0	\$0	\$0	\$315,592
Interest	\$0	\$0	\$0	\$0	\$2,500
Total Revenues	\$0	\$0	\$0	\$0	\$318,092

Expenses

Capital Outlay	\$0	\$0	\$0	\$0	\$10,000
Total Expenditures	\$0	\$0	\$0	\$0	\$10,000
Excess Revenues/(Expenditures)	\$0	\$0	\$0	\$0	\$308,092

Poinciana West

Community Development District

Fiscal Year 2020 Debt Service Fund

Adopted Budget FY2019	Actual Thru 6/30/19	Projected Next 3 Months	Total Thru 9/30/19	Proposed Budget FY2020
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Revenues

Special Assessments - Tax Collector	\$1,050,687	\$1,055,403	\$0	\$1,055,403	\$1,050,687
Interest Income	\$100	\$2,374	\$376	\$2,750	\$1,000
Carry Forward Surplus	\$292,350	\$295,991	\$0	\$295,991	\$282,651

Total Revenues	\$1,343,137	\$1,353,768	\$376	\$1,354,144	\$1,334,338
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Expenses

Administrative					
Property Appraiser	\$22,355	\$0	\$11,200	\$11,200	\$11,200

Series 2017 R-1

Interest - 11/1	\$194,316	\$194,316	\$0	\$194,316	\$190,011
Principal - 5/1	\$395,000	\$395,000	\$0	\$395,000	\$405,000
Interest - 5/1	\$194,316	\$194,316	\$0	\$194,316	\$190,011
Special Call - 5/1	\$0	\$5,000	\$0	\$5,000	\$0

Series 2017 R-2

Interest - 11/1	\$75,831	\$75,831	\$0	\$75,831	\$72,582
Principal - 5/1	\$85,000	\$85,000	\$0	\$85,000	\$90,000
Interest - 5/1	\$75,831	\$75,830	\$0	\$75,830	\$72,582
Special Call - 5/1	\$0	\$35,000	\$0	\$35,000	\$0

Total Expenditures	\$1,042,649	\$1,060,293	\$11,200	\$1,071,493	\$1,031,386
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Excess Revenues/(Expenditures)	\$300,488	\$293,475	(\$10,824)	\$282,651	\$302,952
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Series 2017 R-1	
Interest - 11/1/2020	\$185,151

Series 2017 R-2	
Interest - 11/1/2020	\$70,163

Net Assessment	\$1,050,687
Collection Cost (6%)	\$67,065
Gross Assessment	<u>\$1,117,752</u>

Property Type	Platted Units	Gross Per Unit	Gross Total
Single Family	1617	\$686.58	\$1,110,200
Recreational	11	\$686.58	\$7,552
Total	1628		\$1,117,752

Poinciana West
Community Development District

SERIES 2017 R-1
AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/1/19	\$ 9,945,000.00	\$ -	\$ 190,011.25	\$ 190,011.25
5/1/20	\$ 9,945,000.00	\$ 405,000.00	\$ 190,011.25	\$ -
11/1/20	\$ 9,540,000.00	\$ -	\$ 185,151.25	\$ 780,162.50
5/1/21	\$ 9,540,000.00	\$ 415,000.00	\$ 185,151.25	\$ -
11/1/21	\$ 9,125,000.00	\$ -	\$ 179,548.75	\$ 779,700.00
5/1/22	\$ 9,125,000.00	\$ 425,000.00	\$ 179,548.75	\$ -
11/1/22	\$ 8,700,000.00	\$ -	\$ 173,173.75	\$ 777,722.50
5/1/23	\$ 8,700,000.00	\$ 440,000.00	\$ 173,173.75	\$ -
11/1/23	\$ 8,260,000.00	\$ -	\$ 166,298.75	\$ 779,472.50
5/1/24	\$ 8,260,000.00	\$ 455,000.00	\$ 166,298.75	\$ -
11/1/24	\$ 7,805,000.00	\$ -	\$ 158,905.00	\$ 780,203.75
5/1/25	\$ 7,805,000.00	\$ 470,000.00	\$ 158,905.00	\$ -
11/1/25	\$ 7,335,000.00	\$ -	\$ 150,680.00	\$ 779,585.00
5/1/26	\$ 7,335,000.00	\$ 485,000.00	\$ 150,680.00	\$ -
11/1/26	\$ 6,850,000.00	\$ -	\$ 141,950.00	\$ 777,630.00
5/1/27	\$ 6,850,000.00	\$ 505,000.00	\$ 141,950.00	\$ -
11/1/27	\$ 6,345,000.00	\$ -	\$ 132,607.50	\$ 779,557.50
5/1/28	\$ 6,345,000.00	\$ 525,000.00	\$ 132,607.50	\$ -
11/1/28	\$ 5,820,000.00	\$ -	\$ 122,763.75	\$ 780,371.25
5/1/29	\$ 5,820,000.00	\$ 545,000.00	\$ 122,763.75	\$ -
11/1/29	\$ 5,275,000.00	\$ -	\$ 111,863.75	\$ 779,627.50
5/1/30	\$ 5,275,000.00	\$ 565,000.00	\$ 111,863.75	\$ -
11/1/30	\$ 4,710,000.00	\$ -	\$ 100,210.63	\$ 777,074.38
5/1/31	\$ 4,710,000.00	\$ 590,000.00	\$ 100,210.63	\$ -
11/1/31	\$ 4,120,000.00	\$ -	\$ 88,041.88	\$ 778,252.50
5/1/32	\$ 4,120,000.00	\$ 615,000.00	\$ 88,041.88	\$ -
11/1/32	\$ 3,505,000.00	\$ -	\$ 75,357.50	\$ 778,399.38
5/1/33	\$ 3,505,000.00	\$ 645,000.00	\$ 75,357.50	\$ -
11/1/33	\$ 2,860,000.00	\$ -	\$ 61,490.00	\$ 781,847.50
5/1/34	\$ 2,860,000.00	\$ 670,000.00	\$ 61,490.00	\$ -
11/1/34	\$ 2,190,000.00	\$ -	\$ 47,085.00	\$ 778,575.00
5/1/35	\$ 2,190,000.00	\$ 700,000.00	\$ 47,085.00	\$ -
11/1/35	\$ 1,490,000.00	\$ -	\$ 32,035.00	\$ 779,120.00
5/1/36	\$ 1,490,000.00	\$ 730,000.00	\$ 32,035.00	\$ -
11/1/36	\$ 760,000.00	\$ -	\$ 16,340.00	\$ 778,375.00
5/1/37	\$ 760,000.00	\$ 760,000.00	\$ 16,340.00	\$ 776,340.00
	\$ 9,945,000.00	\$ 4,267,027.50	\$ 14,212,027.50	

Poinciana West

Community Development District

SERIES 2017 R-2 AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/1/19	\$ 2,620,000.00	\$ -	\$ 72,581.88	\$ 72,581.88
5/1/20	\$ 2,620,000.00	\$ 90,000.00	\$ 72,581.88	\$ -
11/1/20	\$ 2,530,000.00	\$ -	\$ 70,163.13	\$ 232,745.00
5/1/21	\$ 2,530,000.00	\$ 95,000.00	\$ 70,163.13	\$ -
11/1/21	\$ 2,435,000.00	\$ -	\$ 67,610.00	\$ 232,773.13
5/1/22	\$ 2,435,000.00	\$ 95,000.00	\$ 67,610.00	\$ -
11/1/22	\$ 2,340,000.00	\$ -	\$ 65,056.88	\$ 227,666.88
5/1/23	\$ 2,340,000.00	\$ 105,000.00	\$ 65,056.88	\$ -
11/1/23	\$ 2,235,000.00	\$ -	\$ 62,235.00	\$ 232,291.88
5/1/24	\$ 2,235,000.00	\$ 110,000.00	\$ 62,235.00	\$ -
11/1/24	\$ 2,125,000.00	\$ -	\$ 59,278.75	\$ 231,513.75
5/1/25	\$ 2,125,000.00	\$ 115,000.00	\$ 59,278.75	\$ -
11/1/25	\$ 2,010,000.00	\$ -	\$ 56,188.13	\$ 230,466.88
5/1/26	\$ 2,010,000.00	\$ 120,000.00	\$ 56,188.13	\$ -
11/1/26	\$ 1,890,000.00	\$ -	\$ 52,963.13	\$ 229,151.25
5/1/27	\$ 1,890,000.00	\$ 130,000.00	\$ 52,963.13	\$ -
11/1/27	\$ 1,760,000.00	\$ -	\$ 49,469.38	\$ 232,432.50
5/1/28	\$ 1,760,000.00	\$ 135,000.00	\$ 49,469.38	\$ -
11/1/28	\$ 1,625,000.00	\$ -	\$ 45,841.25	\$ 230,310.63
5/1/29	\$ 1,625,000.00	\$ 140,000.00	\$ 45,841.25	\$ -
11/1/29	\$ 1,485,000.00	\$ -	\$ 42,078.75	\$ 227,920.00
5/1/30	\$ 1,485,000.00	\$ 150,000.00	\$ 42,078.75	\$ -
11/1/30	\$ 1,335,000.00	\$ -	\$ 38,047.50	\$ 230,126.25
5/1/31	\$ 1,335,000.00	\$ 160,000.00	\$ 38,047.50	\$ -
11/1/31	\$ 1,175,000.00	\$ -	\$ 33,487.50	\$ 231,535.00
5/1/32	\$ 1,175,000.00	\$ 170,000.00	\$ 33,487.50	\$ -
11/1/32	\$ 1,005,000.00	\$ -	\$ 28,642.50	\$ 232,130.00
5/1/33	\$ 1,005,000.00	\$ 180,000.00	\$ 28,642.50	\$ -
11/1/33	\$ 825,000.00	\$ -	\$ 23,512.50	\$ 232,155.00
5/1/34	\$ 825,000.00	\$ 190,000.00	\$ 23,512.50	\$ -
11/1/34	\$ 635,000.00	\$ -	\$ 18,097.50	\$ 231,610.00
5/1/35	\$ 635,000.00	\$ 200,000.00	\$ 18,097.50	\$ -
11/1/35	\$ 435,000.00	\$ -	\$ 12,397.50	\$ 230,495.00
5/1/36	\$ 435,000.00	\$ 210,000.00	\$ 12,397.50	\$ -
11/1/36	\$ 225,000.00	\$ -	\$ 6,412.50	\$ 228,810.00
5/1/37	\$ 225,000.00	\$ 225,000.00	\$ 6,412.50	\$ 231,412.50
		\$ 2,620,000.00	\$ 1,608,127.50	\$ 4,228,127.50

SECTION B

RESOLUTION 2019-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Poinciana West Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Polk County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”), attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2019/2020; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Poinciana West Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit B** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE POINCIANA WEST
COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits A and B**, is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits A and B**. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid

to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 17th DAY OF JULY, 2019.

Witness:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

SECTION VIII

**AGREEMENT BETWEEN THE POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT AND ALL TERRAIN TRACTOR SERVICE, INC.,
FOR STORMWATER SYSTEM REPAIR SERVICES**

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2019, by and between:

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

All Terrain Tractor Service, Inc., a Florida corporation, with a mailing address of 949 Shadick Drive, Orange City, Florida 32763 ("Contractor," together with 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"), by ordinance adopted by Polk County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide stormwater system repair services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide stormwater system repair services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A. Contractor shall provide stormwater system repair services, as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B. Services shall commence *upon execution of this Agreement* and be completed within _____ () calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A. The District shall pay Contractor Sixteen Thousand Four Hundred Sixty-Two Dollars (\$16,462.00) for the Services as identified in **Exhibit A** attached hereto and

incorporated herein by reference. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Services provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Services by the District. Contractor shall replace, or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor 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.

SECTION 6. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its

subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

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

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor 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 or 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 Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, 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.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be

effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this

Agreement.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 19. 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 both Parties.

SECTION 20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 21. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- | | |
|---------------------------------|---|
| A. If to District: | Poinciana West Community Development
District
135 West Central Blvd., 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 Contractor: | All Terrain Tractor Service, Inc.
949 Shadick Drive
Orange City, Florida 32763
Attn: John Masiarczyk |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 23. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is George S. Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor'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 Contractor, the Contractor 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.

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

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 27. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Attest:

POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT

Secretary

Charles Case, Chairman

ALL TERRAIN TRACTOR SERVICE, INC.,
a Florida corporation

Melissa R. Tompkins
(Signature of Witness)
Melissa R Tompkins

By: John Maslarczyk
Print: JOHN MASLARCZYK
Its: Director of Operations

Exhibit A: Services

Exhibit A:

Services

Contractor shall supply the below listed labor, equipment, and materials to make the repairs to the below listed ponds as described in the PWCDD Engineer's Report Summary dated January 16, 2019, and prepared by GMS and the District Engineer's Annual Inspection Report dated February 8, 2017 (both of which are on file with the District Manager).

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
Mobilization	1	LS	\$2,500.00	\$2,500.00
POND 20	1	LS	\$1,025.00	\$1,025.00
POND 3	1	LS	\$1,025.00	\$1,025.00
POND13	1	LS	\$750.00	\$750.00
POND 16 – Skimmer Repair				
	1	LS	\$1,650.00	\$1,650.00
POND 2 - Back fill around 2 MES using Rip Rap and 57 Stone				
57 Stone (recycled)	1	LD	\$716.00	\$716.00
Rip Rap (recycled)	5	LDS	\$550.00	\$2,750.00
Skid Steer	8	HRS	\$95.00	\$760.00
Labor	16	HRS	\$38.50	\$616.00
R&R 6" Concrete Sidewalk	120	SF	\$9.50	\$1,140.00
Bahia Sod	1,600	SF	\$0.55	\$880.00
Skimmer Repair	1	LS	\$2,650.00	\$2,650.00
TOTAL				\$16,462.00

Exclusions: No bond is included in this price; no handling of contaminated, hazardous, or unsuitable materials are included in the Services; no permits are included in the Services; no testing is included in the Services; the relocation or removal of any utilities is not included in the Services; no electrical work is included in the Services.

SECTION IX

**AGREEMENT BETWEEN THE POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT AND LAKE & WETLAND MANAGEMENT-ORLANDO,
INC. FOR STORMWATER SYSTEM EROSION REPAIR SERVICES**

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between:

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

Lake & Wetland Management-Orlando, Inc., a Florida corporation, with a mailing address of 5301 N. Federal Highway, Suite 204, Boca Raton, Florida 33487 (“Contractor,” together with 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”), by ordinance adopted by Polk County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide stormwater system erosion repair services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide stormwater system erosion repair services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A. Contractor shall provide stormwater system repair services, as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B. Services shall commence *upon execution of this Agreement* and be completed within _____ (____) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A. The District shall pay Contractor Five Thousand Dollars (**\$5,000.00**) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by

reference. Fifty percent (50%) of the total compensation shall be due upon both parties' execution of this Agreement as a mobilization deposit. The remaining fifty percent (50%) shall be due upon completion of the Services to the satisfaction of the District, and Contractor shall submit a final invoice to the District. Final payment shall be due within thirty (30) days of the receipt of such invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Services provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Services by the District. Contractor shall replace, or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 5. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor 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.

SECTION 6. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands,

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

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

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor 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 or 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 Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, 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.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately

discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance

of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 19. 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 both Parties.

SECTION 20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 21. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- | | |
|---------------------------------|---|
| A. If to District: | Poinciana West Community
Development District
135 West Central Blvd., 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 Contractor: | Lake & Wetland Management-
Orlando, Inc.
5301 N. Federal Highway, Suite 204 |

Boca Raton, Florida 33487
Attn: Chad Bass

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 23. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is George S. Flint ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor'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 Contractor, the Contractor 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.

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

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 27. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Attest:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Charles Case, Chairman

**LAKE & WETLAND MANAGEMENT-
ORLANDO, INC.**, a Florida corporation

(Signature of Witness)

By: _____
Print: _____
Its: _____

Exhibit A: Services

Exhibit A:

Services

Contractor shall supply the below listed labor, equipment, and materials to make the repairs to Pond 16 as described in the PWCDD Engineer's Report Summary dated January 16, 2019, and prepared by GMS and the District Engineer's Annual Inspection Report dated February 8, 2017 (both of which are on file with the District Manager).

DESCRIPTION:

Contractor represents its patented SOX system for Dredgesox erosion repair is bioengineered, and immediately halts soil erosion and stabilizes shorelines. The SOX system offers these unique attributes;

- Long lasting results that continue to improve over time
- Superior buffering and filtering results in improved waterway and ecosystem
- Exceptional water retention for vigorous growth of new vegetation
- The only erosion control system that literally becomes part of the earth
- Uses locally sourced organic fill
- Attaches directly to intact shore bank NOT to unstable shore bed
- Allows SOX to be re-tensioned whenever necessary
- Subsurface ground stakes virtually eliminate injury liability to humans and animals
- System self-tightens due to its ability to manage incredible weight displacement.
- Dredgesox material has a warranty/guarantee for a ten (10) year period.

Location 1: Dredgesox (6' wide) Erosion Repair/Bank Restoration services for 25'.

Location 2: Dredgesox (12' wide) Erosion Repair/Bank Restoration services for 25'.

Two (2) Mitered Ends:

- Repair approximately 50 linear feet of lake bank at \$100.00 per foot
- Prep areas of debris/trash for Dredgesox
- Fill Dredgesox with organic media dredged from the lake
- Materials consist of the following: Dredgesox, wooden stakes, anchor rope, and will import and coarse sand
- Includes sod installation

Dredgesox Total Cost: \$5,000.00

A staging area for materials and equipment will be required. LWM will access the lake at designated areas and sod these areas to bring the property back to complete restoration. It will be the responsibility of the District to irrigate the new sod/planted area once installed.

Exclusions:

- Contractor is not responsible for any permits that may be required prior to commencement of the Services.

- Contractor is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees or any lines not noted on the as-builts or not located by Sunshine Locating Services (where digging is necessary). Sprinkler heads are to be marked by the landscaper; otherwise Contractor will not be responsible for damage during the course of performing Services. Contractor will repair any exposed sprinkler heads damaged during erosion work in a timely manner.

SECTION X

**AGREEMENT BETWEEN POINCIANA WEST COMMUNITY DEVELOPMENT
DISTRICT AND FLORALAWN INC. REGARDING THE PROVISION OF
LANDSCAPE MAINTENANCE SERVICES**

This Agreement (the "Agreement") is made and entered into this 1st day of November, 2016, by and between:

Poinciana West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (the "District"); and

Floralawn Inc., whose address is 734 S. Combee Road, Lakeland, Florida 33801 (the "Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscape improvements and other public infrastructure; and

WHEREAS, the District desires to retain an independent contractor to provide landscape and irrigation maintenance services within the District; and

WHEREAS, Contractor represents that it is capable of providing such services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials described herein and in **Exhibit A** (the "Services"), attached hereto and incorporated by reference herein, within the District, as depicted in **Exhibit B**, attached hereto and incorporated herein by reference.

B. In the event of extreme severe weather, such as a hurricane and other extreme wind or water events, the Contractor shall provide the additional professional services as

shown in **Exhibit C**, Emergency Preparedness Plan, attached hereto and incorporated herein by reference.

- C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- E. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- F. The Contractor shall report directly to the District's Designee who shall be _____ . Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A** on the property as provided in **Exhibit B**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. The term of this Agreement shall be from November 1, 2016 through October 31, 2019 unless terminated earlier in accordance with the terms of this Agreement.
- B. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Four Thousand Six Hundred and Ninety-One Dollars and Sixteen Cents (\$4,691.16) per month, which amounts includes all tools, labor, materials and items necessary for the completion of the Services by the Contractor.
- C. Services involving the installation of pine straw/mulch and annuals are not included in the monthly total noted in Section 3(B) herein. Such services shall be provided at the written direction of the District pursuant to the rates depicted in **Exhibit A**. If the District should desire additional work or services not provided in **Exhibit A**, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties

shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.

- D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District and in accordance with Florida's Prompt Payment Act. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. CHANGE ORDERS. Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional Services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service is a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event this Agreement is not a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

SECTION 5. COVENANT. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any

patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 6 INSURANCE. Contractor shall, at its own expense, 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	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District, its officers, agents and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental

authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. 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 both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement ("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 Contractor: Floralawn, Inc.

734 South Combee Road
Lakeland, Florida 33801
Attn: _____

B. If to District: Poinciana West Community Development District
210 North University Drive, Suite 702
Coral Springs, Florida 33071
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Michael C. Eckert

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.

SECTION 18. INDEMNIFICATION. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 21. OWNERSHIP OF DOCUMENTS. 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 Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 22. COMPLIANCE WITH PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records

custodian for the District is Gary Moyer ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor'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 Contractor, the Contractor 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 939-4301, GARY.MOYER@THEVILLAGES.COM, AND 395 VILLAGE DRIVE, SUITE C, POINCIANA, FLORIDA 34759.

SECTION 23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

Attest:

POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT


Secretary/Assistant Secretary

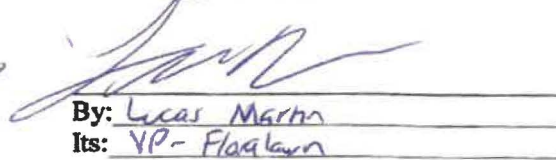

Chairman, Board of Supervisors

Witness:

FLORALAWN INC.


(Signature of Witness)

Melissa Johnson
(Print Name of Witness)


By: Lucas Martin
Its: VP - Floralawn

- Exhibit A: Scope of Services
- Exhibit B: Landscape Map
- Exhibit C: Emergency Preparedness Plan

Exhibit A

Scope of Services

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. MOWING

Uniformity in turf texture and appearance shall be provided. Mowing shall be performed with specified mower types & blades to provide a quality cut. Mowing patterns shall be rotated (where applicable) to minimize scalping and rutting by mower wheels and to minimize soil compaction. Grass cutting height shall be between 3.5 - 4.5 inches for St. Augustine.

Contractor must use alternate methods of mowing areas where the ground is too wet to allow safe and proper mowing. Contractor will notify Property Manager within 24 hours and contractor shall use string trimming or fly mower instead of regular lawn mowers for service.

Between most homes (side yards) in Solivita turf is typically wet year round due to shade and will need to be mowed with a standup mower or push mower to avoid rutting of this area between homes.

- **ST. AUGUSTINE TURF AND IRRIGATED BAHIA TURF**

Mowing of all turf areas no less than once every seven (7) days during the months of April 1st to October 31st.

Mowing of all turf areas no less than once every fourteen (14) days from November 1st to March 31st.

- **NON-IRRIGATED BAHIA TURF**

November thru April	1 mow per month (1 st week of the month)
May & June	2 mows per month (1 st and 3 rd week of the month)
July thru September	4/5 mows per month (every week)
October	2 mows per month (1 st and 3 rd week of the month)

2. EDGING

Defined as the outlining and/ or removing of turf by use of a mechanical edger. Chemical or string edging will be allowed with prior approval of the District in special instances.

Contractor shall neatly edge and trim around all plant beds, curbs, walks, streets, trees, plants and building areas by use of mechanical edgers. The shape and configurations of plant beds shall be maintained as instructed by District.

The edging of all sidewalks, curbs, pathways, and other paved areas will be completed no less than once every seven (7) days during the months of April to October and no less than once every fourteen (14) days from November 1st to March 31st. Edging will be done within 24 hours of the scheduled mowing service.

The edging of all planting beds will be completed every other mowing to avoid over detailing of bed areas. Care shall be taken as not to injure tree trunks or plant materials during the edging operations.

3. DETAILING OF PLANTED AREAS

This service is defined as the trimming, weeding by mechanical or chemical means, pruning, and shaping of all shrubbery, ornamentals, and groundcover, removal of tree suckers as well as the defining of bed lines, tree saucers, and the removal of unwanted vegetation. Weeding would include the weeding of all beds (including cut turf runners), walkways, decks, curbs and concrete joints. Chemical controls may only be used if adjacent desirable plants are guaranteed not to be injured. Contractor shall maintain a valid Florida Pesticide Applicator's License and use chemicals in strict accordance with Federal, State & County directives on environmental control. Chemicals must have EPA approval #'s and labels made available to the District per request. American National Standards Institute (ANSI) regulations are to be observed.

- Pruning services will be performed at minimum one (1) time per month year round.
- Weeding services will be performed at minimum bi-weekly year round.
 - At no time are weeds in excess of one square foot of ground cover in one location or 8" in height acceptable.

4. TREES

Trees in pedestrian walkway areas will have a clearance maintained up to eight (8' – 10') feet in height. Trees along roadways, entrances, and driveways will have a clearance maintained up to ten (10- 12') feet in height.

Palm trees up to (12') feet of clear trunk will be trimmed based on University of Florida's recommendations of 100% browning. All Palms on property will be trimmed at 3 to 9 o'clock. Palm trees up to 12 foot (ct) will be pruned during the routine detail rotation. Fronds removed before such time will be at the request of the District, with the District taking ownership for the health and any long term horticultural decline that may occur. Careful trimming procedures shall be followed to prevent damage to any portion of the tree, especially the crown, shaft & bud areas.

Palm trees over (12') feet clear trunk (ct) will be pruned at least once per year at 3 to 9 o'clock. *This includes all common areas.*

Sucker growth shall be removed monthly according to "trimming" specifications. Sucker growth is defined as the shoots that sprout out around the base and clear trunk area of a tree or crape myrtle trunk.

Crape Myrtles (if applicable) will be pruned one (1) time per year in late winter UNLESS otherwise specified by the District. It is possible that some Crape Myrtles will be allowed to grow into trees. University of Florida's recommendations shall be followed in Crape Myrtle pruning:

- Remove suckers from the bottom of the plant.
- Remove crossed, damaged, or diseased branches. For crossed branches, remove the weaker of the two limbs that are crossing or rubbing.
- Prune the tips of the branches to remove old flowers. If old blooms are removed, a second blooming may occur.
- Remove old flower buds at the beginning of the season, which will encourage new growth activity.
- Thin out small twiggy growth to allow air to better circulate in the canopy.

5. BLOWING

Sidewalks, curbs and other paved surfaces adjacent to turf and/ or other landscaped elements will be kept clean of unwanted debris generated by the Contractor by the use of forced air machinery.

6. MONITORING

All turf, shrubs, ornamentals and groundcovers are to be monitored for pest, disease and nutrient problems with positive findings being reported, in writing. If the problem is a covered item under the provisions of this contract, immediate steps will be taken to rectify the problem. If a treatment is not in effect or not available, contractor will provide an estimate based on time and materials needed for effective treatment.

7. TRASH REMOVAL

Contractor will police the entire site prior to mowing to remove litter. Contractor will remove all debris and/or litter from all areas maintained under this contract during every visit.

8. DEBRIS REMOVAL

Contractor is responsible for the removal of any maintenance-related debris from the property no later than the end of the day where the debris was generated.

9. DEAD WOOD/ MATTER

Dead or otherwise hazardous (broken) tree branches shall be removed promptly if they are within fifteen (15') feet of a hard surface. Dead or otherwise hazardous tree branches that are above the contract specifications should be brought to the attention of the District for pre-

approval and subsequent immediate removal.

All extraneous leaves, weeds, trash, limbs and debris shall be removed from lawn and plant beds.

10. CONTRACTOR'S PERFORMANCE AND APPEARANCE

The landscape maintenance contractor shall perform all work required to fulfill the spirit and intent of the Contract. The workers shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the main stream of the users. In general, the landscape maintenance contractor's presence on the site shall be as inconspicuous as possible.

11. NEGLECT AND VANDALISM

Turf, shrubs, trees or plants that are damaged or killed due to landscape maintenance contractor's operations, negligence or chemicals, shall be replaced immediately at no cost to the District. If plant damage or death is caused by conditions beyond the landscape maintenance contractor's control, replacement shall be at the District's expense.

Sprinklers or structures that are damaged due to the landscape maintenance contractor's operations must be replaced by the landscape maintenance contractor immediately at his expense. Damage caused by others shall be promptly brought to the District's attention.

All water damage resulting from Contractor's negligence shall be corrected at Contractor's expense.

All damage to or thefts of landscaping and irrigation installation not caused or allowed by Contractor shall be corrected by the Contractor at the District's expense upon authorization to proceed.

16. QUALITY

All landscaping materials installed must meet or exceed all state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees) All plants shall be healthy, well branched and densely foliated, with well-developed root systems, free of disease and insect pests. The District reserves the right to reject any plant material(s) that if feels does not meet expectation.

FERTILIZATION AND PEST CONTROL SPECIFICATIONS

GENERAL REQUIREMENTS

1. Technicians will give appropriate notification to persons in the immediate area of impending chemical applications.
2. Application reports giving the date, type of chemical applied, application rates, name of technician and company shall be given to the District's management company.

3. Copies of manufacturer labels and Material Safety Data Sheets shall be provided to the District's management company.
4. All materials will be used as approved for intended use by the regulatory standards.
5. All materials shall be applied per the manufacturer's specifications and guidelines.
6. Lawn and pesticide signs shall be posted at the home or common area after the use of chemicals for safety and compliance.
7. The District Manager and representatives of the District reserve right to be present when chemicals are being mixed and applied.
8. Specifications are performance based and ultimately insect/disease & weed control to the complete satisfaction of the District is the responsibility of the contractor.

TURF CARE SPECIFICATIONS: *St. Augustine Turf*

Contractor shall provide fertilization & insect, disease & broadleaf (primarily but not exclusively) weed control to all areas of St. Augustine turf. The following is a recommended guideline the Contractor should follow:

All fertilizers utilized must contain a nutrient package specifically blended for Florida's unique landscapes and will have a minimum of 50% slow release nitrogen source to ensure extended performance. A complete minor element package shall be included with each application to insure that all of the requirements for a Florida landscape are provided for. The method of application will be dependent upon the landscape layout.

- The lawn treatments should consist of a minimum of **four blanket applications** and **minimum three IPM visits** by a qualified technician or **as specified in the contract**. Premium product will be used to prevent surge growth, but still allow for an attractive, healthy, vigorous lawn.

IPM Defined- Contractor must utilize and employ an Integrated Pest Management Program or IPM program. This program is designed based off of key points of interest suggested by the University of Florida. The key elements are as follows:

1. **Prevention-** Proper planting, maintenance, and sanitation practices.
2. **Cultural-** Employment of good horticultural practice to optimize plant health.
3. **Scouting-** Trained personnel diligently scout property for signs of disease or infestation.
4. **Identification-** The appropriate means are taken to diagnose the cause.
5. **Program Implementation-** Contractor personnel must use the least noxious means of pesticide/bio-rational application to remedy situation. Ultimately, Contractor recommends the best course of action to follow.
6. **Follow up-** Trained personnel follow up on progress of treatment plan and report back to the District.

Contractor must employ methodology consistent with "Florida Green Industries Best Management Practices."

In Polk County with an adopted fertilizer ordinance, the Polk ordinance shall prevail and serve as a guide to nutrient selection and timing. Please check the following Polk County ordinance at http://polk.ifas.ufl.edu/AG_Safety/files/pdf/publications/laws/PolkCoFertilizerMgmtOrdinance.pdf

Turf Weed Control: The control of broadleaf weeds will be included in the Contractors program. Herbicides should be applied only when temperatures are below 90 degrees and wind drift is at a minimum to avoid turf damage.

- Due to the unavailability or restricted use of effective control products, the prevention or control of Crabgrass, Bermuda grass, and select Sedges are not part of this proposal. It is understood that at the expense of the District, any areas of select Crabgrass, Bermuda & select Sedge can be replaced by the Contractor.
- Weed control is to be maintained at no less than 90%.

Turf Insect Control: The appropriate pesticides will be used for lawn damaging insects. Turf will be inspected on a regular basis by a qualified technician or other qualified personnel for any follow up necessary.

- Ant control and other pesticide and/or fungicide applications above and beyond the standard program will be included in this contract.
- Preventative grub control is expected and curative spot control is also expected.

TURF CARE SPECIFICATIONS: *Bahia Turf*

Bahia grass has the ability to withstand extended periods of time without rainfall or irrigation. Most weeds do not possess this ability and thus drought tolerance is the turf's primary means of survival. Irrigation (where applicable) will be eliminated in all Bahia turf areas. If requested by the District, the contractor will provide a price for Bahia fertilization.

WARRANTY

If the turf included in this "turf care program" dies due to damage from biotic agents such as insects or diseases or from abiotic factors such as fuel spills or fertilizer burn, the turf will be replaced at no expense to the District.

SMALL TREE/SHRUB CARE (<10') PROGRAM:

Fertilization: Tree and shrub fertilization frequencies will be performance based, not treatment based. It is expected that the Contractor use a complete fertilizer blend with all necessary minor elements. The blend should be 50% slow release or an equivalent.

- Transplanted trees less than 3 years old will be included in standard program; trees over that age will be fertilized with the lawn application.
- In Polk County with an adopted fertilizer ordinance, the Polk County ordinance shall prevail and serve as a guide to nutrient selection and timing.

Integrated Pest Management: Pesticides will only be used on an as-needed basis and only in the general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either, health or aesthetics. In areas where problems persist, then a preventative approach should be implemented.

- Contractor personnel should be diligent in their scouting of damaging pests and disease. Horticultural pest control and or appropriate recommendations will be made to minimize injury to ornamental plants. This is to be achieved by monitoring the property and a complete service and inspection at minimum every eight (8) weeks.

ORNAMENTAL PALM TREE PROGRAM:

Fertilization: Tree fertilization frequencies shall be performance based, not treatment based. It is expected that the Contractor use a complete fertilizer blend with all necessary minor elements. The blend should be 100% slow release. Contractor will use premium products at the recommended rate to prevent any surge growth, but still allow for an attractive, healthy, vigorous landscape.

- Therapeutic applications of minor elements are to be included to ornamental palms indicating need.
- In Polk County with an adopted fertilizer ordinance, the County ordinance shall prevail and serve as a guide to nutrient selection and timing.

Palm Integrated Pest Management: Pesticides will only be used on an as-needed basis and only in the general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either, health or aesthetics. In areas where problems persist, then a preventative approach should be implemented.

- Contractor personnel should be diligent in their scouting of damaging pests and disease. Horticultural pest control and or appropriate recommendations will be made to minimize injury to ornamental plants. This is to be achieved by monitoring of the property and a complete service and inspection at minimum every eight (8) weeks.
- Bud and root drenching for specific insect/disease problems are not to be included but can be priced separately if needed and completed upon approval from the District.

WARRANTY

If a plant, shrub or tree dies from insect or disease damage while under this tree/ shrub/palm care program, it will be replaced, at no cost to the District, with one of equal value and that is reasonably available and approved by the District.

IRRIGATION MAINTENANCE SPECIFICATIONS

This service is defined as inspection & repair of the irrigation system by the contractor for the community common areas. Any damage caused by contractor activity shall be repaired by the contractor at the contractor's expense.

Minor repairs will be made at the time of inspection or during work order process on a monthly basis. Minor repairs include; spray heads, rotor heads, nozzles, stand pipes, shrub adaptors, valves and lateral lines up to 1.5 inch. Minor repairs are the responsibility of the contractor and are included in the monthly proposed price.

Major irrigation repairs are not included in the proposed price and will be completed on a separate work order upon approval by the District Manager. Major repairs include but are not limited to, main line larger than 1.5 inch, controllers, pumps, backflows and rain sensors.

The contractor **shall** be responsible for any damage to the turf or plants due to either under watering or over watering by the irrigation system. Contractor will **not** be held responsible for failure of main irrigation water supply, water pressure or water restrictions imposed by a statutory or similar authority.

FREQUENCY

Contractor shall perform a complete irrigation maintenance inspection once per month.

IRRIGATION CONTRACTOR RESPONSIBILITIES

The Poinciana West Community Development District irrigation contractor is responsible for the management and maintenance of the irrigation system located on District-owned lands.

The system uses reclaimed water provided by TOHO Water Authority with the exception of the community pool areas located throughout. Contractor is required to maintain communication with TOHO on behalf of the District and Developer.

Contractor is responsible for generating data from daily monitoring, interpret data and generate reports for field dispatch, field repair and adjustments as necessary and maintain documentation. Daily data will be provided by the contractor and made available to the District Manager upon request.

Contractor is responsible for adjustments to watering schedules as needed for weather, new sod, plants, trees or other improvements at the common areas as requested through the District work order system.

Contractor must respond to all District generated work orders within 48 hours for common areas. Contractor is required to activate system for residents, meet with residents on site when necessary and to close work orders through the District Manager.

Contractor will be responsible to activate and inspect all zones for the entire community monthly and make necessary adjustments for proper operation. Each inspection must be documented in writing and provided to the District Manager upon request.

SERVICE SPECIFICATIONS

1. Timing of irrigation operation must adhere to any water restrictions in effect within the property jurisdiction.
2. The following items shall be accomplished each month for common areas:
 - Activate each zone of the system.
 - Visually check and replace as necessary of any damaged or malfunctioning heads in District-owned lands. This should be done weekly by area supervisor or irrigation tech.
 - Clean and/or adjust any heads not functioning properly. The District will be allowed to inspect any heads that he may be charged for.
 - Report any valve or valve box that may be malfunctioning or damaged in any way.
 - Adjust controllers to the watering needs as dictated by environmental conditions.
 - Inspect and adjust rain sensors as needed.
 - Insure that all valves that are marked remain sufficiently marked to allow a person unfamiliar with the system to locate.
 - Provide a monthly written report detailing inspection results by clock and zone.
 - Report recommendations to improve/enhance the irrigation systems effectiveness.
3. Irrigation repairs that become necessary, that are over and above minor repairs as outlined will be done on a time and material basis. All extra repairs are to be estimated & reported to the District and the contractor must obtain approval prior to starting repair work.

The written proposal shall include:

- Hourly rate for irrigation tech
- Necessary materials

Contractor must provide and possess experience in operation of central control irrigation systems.

STORM PREPARATION

In the event of a forecasted weather event, such as but not limited to hurricanes, the District may deem it necessary to suspend all operation of irrigation equipment, pump stations, and to secure controllers to avoid power surges and any catastrophic events such as an uprooted tree that breaks a mainline. These services, should they be requested, would be considered over and above the routine maintenance contract and will be done on a time and material basis.

SPECIAL SERVICES SPECIFICATIONS

MULCH

It is anticipated Poinciana West Community Development District will mulch the entire property once per year. This will include all common areas.

Old mulch in excess of three inches (3") in depth will be removed prior to installation of a new layer of mulch. This step will be at the discretion of the District. If the District deems this step necessary, the Contractor will provide a price to remove the excess mulch prior to installation of new mulch. The pricing for mulch installation are as follows:

<u>Item</u>	<u>Cost per Bale</u>
100 Bales	\$8.00
500 Bales	\$7.50
1,000 Bales	\$7.25
5,000 Bales	\$7.00

COMMUNICATION

As part of this agreement it is expected that the contractor will provide ongoing extensive communication to the District Manager and Residents of the community. Communications include but are not limited to:

- Daily work orders
- Daily updates as needed for "Solivita Live"
- Weekly email blast
- Monthly mow schedule
- Monthly detail schedule
- Monthly newsletter article
- Special project schedules (i.e. mulching, palm & tree pruning)

Exhibit B

Landscape Map



Exhibit C

Emergency Preparedness Plan

Poinciana West Community Development District

EMERGENCY PREPAREDNESS PLAN

For

LANDSCAPE, HARDSCAPE & STREETScape AMENITIES

Located In

POLK COUNTY, FL

Purpose: To provide a comprehensive list of procedures to be followed by the Contractor for preparations related to storm events and other natural emergencies on the District jobsite within the District's boundaries. This plan is to be utilized as the minimal procedures to be followed during preparation for storm events, such as hurricane and other extreme wind or water events. Actual physical situations and weather conditions may affect the execution of this plan. This plan is to be utilized as a guide for the process.

The District will appoint a representative referred to as the Storm Emergency Preparedness Coordinator (SEPC) who will closely monitor the weather conditions during the hurricane season, which runs from June 1st to November 30th every year, and generally monitor the weather for the balance of the year. The SEPC will coordinate with the Contractor to ensure that the minimum requirements of this plan are met. The initial SEPC is _____.

The Contractor may have company-generated emergency/storm work procedures in place, which exceed this plan. These procedures must be coordinated and approved by the SEPC. At a minimum, the Contractor will be required to follow the procedures outlined in this plan. For the safety of all employees, the Contractor's crew shall not be dispatched until the storm has passed, unless authorized by the SEPC. After the storm has passed, the jobsite will be evaluated by the Contractor's Project Superintendent (CPS) and the SEPC for safe working conditions. All employees are not to be allowed to return to work until the site has been deemed safe and sanitary for work by the SEPC and the CPS. No personnel, whether essential or non-essential, shall be allowed to work on the site when maximum sustained winds exceed thirty-nine miles per hour (39 mph). It is contemplated that a regional emergency council/group ("Council") may be established among landowners with the District in the future for the purpose of effectuating Development-wide emergency policies and procedures. In the event the Council designates facilities for the purpose of allowing essential personnel to remain on-site during an emergency, the Contractor agrees to coordinate with the SEPC in determining whether Contractor personnel shall remain onsite during an emergency at such time in the future.

The Contractor is expected to place the District in a priority position and the Contractor shall commit to having labor and equipment on site within twelve (12) hours of the storm passing to begin cleanup and restoration operations.

The Contractor will bring in additional equipment and labor, if needed, with the approval of the SEPC. The Contractor shall submit a Labor and Equipment Rate Schedule annually for review and approval by the SEPC. The Contractor shall submit to the SEPC a rate schedule on or before October 1. All preparedness action items shall be in addition to the scope of services identified in the Agreement and shall be provided by the Contractor at no additional cost.

It is expected that, as a matter of protocol, the Contractor will also monitor the weather for tropical storms, hurricanes, and other weather events that may create emergency conditions throughout the year. The key to

providing the safest environment and protection of the landscape and hardscape assets located within the District is based upon preparations, storm awareness, communication, and response.

PREPARATIONS: Preparations for expected storm events may differ; these are the minimum actions that should be undertaken.

During the storm season, the best practice for the jobsite location is to maintain a supply of emergency supplies in the event of isolation, loss of utility services, road blockage, and loss of fuel supplies. Suggested items to be included in the Emergency Response Box ("Hurricane Box"), or other such emergency storage container, should include, but is not limited to:

- Supply of Drinking water (3 days per employee on site)
- 3 day supply of non-perishable food
- Flashlights and fresh batteries (lights plus backup batteries)
- Nylon rope (polypropylene) (500')
- Spare Ear Plugs
- Tarps (5-10)
- Leather palmed gloves
- Fuel Electrical Generator Hand tools (ax, shovel, rake, etc.)
- First Aid Kit
- Duct tape
- Plastic garbage bags—large yard size
- Rain Suit
- 1 roll of CAUTION tape
- Spare Safety Goggles
- Rubber boots
- Mosquito Repellant
- Asphalt "cold patch"
- Quick set concrete mix
- Spare irrigation pipe and fittings
- Chainsaw(s)
- Leaf blower(s)
- Extension cord (500')
- String of temporary lights
- Rolls of Poly (5)
- Scaffold and boards
- Portable light on wheels
- Spare chainsaw chains
- Chainsaw bar oil

5 Day Action Plan:

Where potential for a hurricane landfall, or other natural emergency, is expected within a five (5) day period, or in the event the area is placed under a "HURRICANE WATCH," the following shall occur:

1. The CPS shall establish communication with the SEPC regarding the presence of the storm/hurricane/emergency and review site specific actions to be undertaken by the Contractor.
2. The CPS shall monitor the storms progress at regular intervals via radio, television, computer/internet, or other means available.
3. The CPS shall communicate conditions and plans with their company's Safety Team or Safety Manager as may be required to review the situation ahead of time.

4. The CPS shall continue to monitor the storm/hurricane/emergency for changes in the storm profile and/or projected course, and communicate these changes to the SEPC.

3 Day Action Plan:

Where potential for a storm/hurricane landfall, or other natural emergency, is expected within a five (5) day period or in the event the area is placed under a "HURRICANE WARNING," preparations shall be made to: secure the jobsite; protect District landscape and hardscape assets; prepare for tie down actions and evacuation. In addition, the following shall occur:

1. The CPS shall establish communication with the SEPC regarding the potential emergency conditions and review site specific protocols required by the SEPC and by the Contractor.
2. The CPS shall notify the Company Safety Manager and/or supervisory personnel of the preparations of the jobsite shutdown and preparation to secure the site.
3. The SEPC will hold meetings with Contractor supervisory personnel and employees to discuss the proposed action plan.
4. Ensure all materials, tools, tool sheds, containers and small equipment are removed from low-lying areas and are protected from rising water and are tied down.
5. Ensure that all motorized equipment is securely parked in an elevated area so it will not be damaged from possible flooding and is tied down. Equipment parking areas will be approved by the SEPC after discussion with the CPS.
6. All Contractor-owned construction trailers, office trailers, tool trailers, sheds, etc., if any, on the Contractor's jobsite shall be tied down securely according to City of Orlando Code. If equipment cannot be secured properly, it shall be removed from the jobsite.
7. Police the jobsite and storage yards to remove, or direct removal of, potential flying objects from the site or secure them with proper tie-downs.
8. Have all temporary port-o-lets pumped out, tied down or removed.
9. Have all trash dumpsters emptied or removed.
10. Top off all equipment with fuel in the event that fuel supply becomes short or service stations are inoperable following the storm/emergency. All equipment and all fuel cans should be filled to capacity.
11. All water containers should be filled with potable water to capacity.
12. All bag fertilizer or chemicals should be placed in the interior of a secure structure or removed from the site.
13. Board up all windows in field office (if applicable), or protect them with storm shutters.
14. Disconnect all field office (if applicable) electrical equipment (computers, copiers, etc.).
15. Take photos of your site prior to the storm/emergency to record site and landscape conditions.
16. Park trucks and other motorized equipment in an open area that will be easy to clear and near a major roadway, if possible, so after-storm access is easier.

17. All uninstalled landscape materials shall be secured in the best possible way considering the anticipated intensity of the upcoming storm event.
18. All ties, guys and other tree or plant material support systems shall be checked, tightened, secured or replaced to protect the landscape asset from the level of storm damage expected.
19. All drains, swales, inlets, outlets or other elements of the drainage system shall be checked to ensure that the stormwater structures and conveyance channels are free flowing.

1 Day Plan: (Hurricane is Eminent)

The CPS shall establish communication with the SEPC regarding the eminence of a storm/hurricane/emergency and review site specific protocols to be utilized by the SEPC and by the CPS. Communication options for post storm shall be established in the event of the loss of cellular or wired communication for the time period immediately following the storm event.

The CPS shall notify the Contractor's Safety Manager and/or supervisory personnel of the preparations at the jobsite and potential for a project site lockdown. Discussion will entail whether and at what time a lockdown shall be mandated or if there is adequate safe and secure shelter from the storm. In the event of an evacuation, the Contractor's employees shall be offered evacuation and encouraged to participate in an evacuation plan. Before any evacuation, the following shall be completed:

1. Remove any scaffolding.
2. Ensure that all small equipment is in the security of storage containers or secure building.
3. All small materials are placed in close proximity to storage containers.
4. All heavy equipment is parked surrounding the yard materials and storage containers to form a perimeter. Final inspection of the jobsite to secure any small items and to prevent flying debris shall be conducted by the SEPC at this point.
5. Ensure first aid kits are fully stocked.
6. Identify debris collection locations.
7. Place flashlight, fresh batteries, first aid kit and/or emergency kit in appropriate company vehicles. In the event of an evacuation, the Contractor's trucks remaining on the jobsite shall be placed in a perimeter with the heavy equipment.
8. Generators shall be placed in a point of easy access for first retrieval.
9. Take photos and/or video of the secured jobsite, if possible.
10. Sandbag the doors of the field office (if applicable), if possible.

After the storm: (Post Hurricane)

1. Once the storm has passed, the jobsite shall be evaluated in partnership with the CPS and the SEPC for its safety. The CPS shall organize available manpower to accomplish specific tasks based upon a prioritization of such tasks provided by the SEPC. All site specific hazards will be noted and corrected within the skills, abilities and training of Contractor's employees. Dangerous conditions for human occupancy may include, but are not limited to, unstable hard structures, presence of open or downed

electrical lines, excessive water build-up/flooding, unsanitary conditions such as the presence of waste, threat of electrical hazards, presence of displaced wildlife, and so forth. The CPS shall communicate this with the SEPC to discuss plans for correction or elimination of unsafe conditions.

2. The SEPC in conjunction with the CPS and the Contractor's supervisory personnel shall evaluate the earliest time for resuming work on the jobsite and shall implement plans to that effect. Assistance with clean-up of non-contracted projects or work areas, using Contractor's heavy equipment, vehicles, and labor, will be negotiated based on the Pre-Approved Labor & Equipment Rate Schedules. It is the intent of the District to continue to provide the safest workplace and the highest level of efficiency in starting work following a storm.
3. The priorities will be:
 1. Ensure that the public is safe and protected from unsafe conditions on the jobsite created by the storm;
 2. Secure personal property;
 3. Proceed to the jobsite with caution;
 4. Ensure that site working conditions are safe;
 5. Clear roadways and other access routes of hazards;
 6. Identify and mark areas where dangerous conditions exist;
 7. Secure damaged buildings;
 8. Repair or make operable any equipment which can be used in the cleanup effort.
 9. Photo-document the site prior to starting cleanup operations.
4. Due to the perishable nature of landscape material, every effort should be made to return the plant material to their original location and position. Contractor shall attempt to return uprooted trees or plants within forty-eight (48) hours.
5. Areas where hardscape, signs or other site amenities have been damaged should be cleared and made passable as quickly as possible.
6. Photo-document the worksite upon return, noting any significant changes, and communicate those changes with the SEPC.
7. Photo-document any and all damage to the landscape and hardscape areas.
8. Assess all repairs and losses within seven (7) days after the storm has passed, with follow-up assessments to occur sixty (60) days and six (6) months thereafter.

**FIRST AMENDMENT TO AGREEMENT BETWEEN POINCIANA WEST
COMMUNITY DEVELOPMENT DISTRICT AND FLORALAWN INC. REGARDING
THE PROVISION OF LANDSCAPE MAINTENANCE SERVICES**

This Amendment (the "Amendment") is made and entered into this 13th day of December, 2017, by and between:

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

Floralawn Inc., whose address is 734 S. Combee Road, Lakeland, Florida 33801 (the "Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscape improvements and other public infrastructure; and

WHEREAS, the District and the Contractor previously entered into that certain *Agreement Regarding the Provision of Landscape Maintenance Services*, dated November 1, 2016 (the "Agreement"); and

WHEREAS, pursuant to Section 11 of the Agreement, amendments to and waivers of the provisions contained therein may be made only by an instrument in writing which is executed by both the District and the Contractor; and

WHEREAS, the Parties desire to revise the scope of services set forth in Exhibit A to the Agreement, and accordingly desire to enter into this Amendment to effectuate the same.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Amendment.

SECTION 2. AMENDMENT OF AGREEMENT. The scope of services set forth in Exhibit A to the Agreement is hereby replaced in its entirety with the attached **Exhibit A**, which is incorporated herein by this reference. Except as set forth herein, all remaining terms and conditions of the Agreement are unchanged and remain in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Amendment shall not affect the validity or enforceability of the remaining

portions of this Amendment or the Agreement, or any part of this Amendment not held to be invalid or unenforceable.

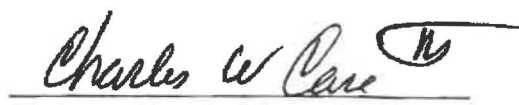
SECTION 4. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Amendment.

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

Attest:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**


Secretary Assistant Secretary


Chairman, Board of Supervisors

Witness:

FLORALAWN INC.

(Signature of Witness)

By: _____
Its: _____

(Print Name of Witness)

Exhibit A: Revised Scope of Services

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Amendment shall not affect the validity or enforceability of the remaining portions of this Amendment or the Agreement, or any part of this Amendment not held to be invalid or unenforceable.

SECTION 4. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Amendment.

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

Attest:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Witness:

FLORALAWN INC.

Roxana Mas.
(Signature of Witness)

Roxana Martinez
(Print Name of Witness)

[Signature]
By: Beno Thompson
Its: Branch Manager

Exhibit A: Revised Scope of Services

Exhibit A

Scope of Services

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. MOWING

Uniformity in turf texture and appearance shall be provided. Mowing shall be performed with specified mower types & blades to provide a quality cut as listed in **Appendix I**. The pond banks shall be mowed in one direction, if possible, to reduce the amount of grass clippings being displaced and/or blown into the ponds; provided, that mowing patterns shall be rotated (where applicable) to minimize scalping and rutting by mower wheels and to minimize soil compaction. Grass cutting height shall be between 3.5 - 4.5 inches for St. Augustine and 3 ½ to 4 inches for Bahia.

Contractor must use alternate methods of mowing areas where the ground is too wet to allow safe and proper mowing. Contractor will notify Property Manager within 24 hours and contractor shall use string trimming or fly mower instead of regular lawn mowers for service.

• ST. AUGUSTINE TURF AND IRRIGATED BAHIA TURF

Mowing of all turf areas no less than once every seven (7) days during the months of April 1st to October 31st.

Mowing of all turf areas no less than once every fourteen (14) days from November 1st to March 31st.

• NON-IRRIGATED BAHIA TURF

November thru April	1 mow per month (1 st week of the month)
May & June	2 mows per month (1 st and 3 rd week of the month)
July thru September	4/5 mows per month (every week)
October	2 mows per month (1 st and 3 rd week of the month)

2. EDGING

Defined as the outlining and/ or removing of turf by use of a mechanical edger. Chemical or string edging will be allowed with prior approval of the District in special instances.

Contractor shall neatly edge and trim around all plant beds, curbs, walks, streets, trees, plants and building areas by use of mechanical edgers. The shape and configurations of plant beds shall be maintained as instructed by District.

The edging of all sidewalks, curbs, pathways, and other paved areas will be completed no less than once every seven (7) days during the months of April to October and no less than once every fourteen (14) days from November 1st to March 31st. Edging will be done within 24 hours of the scheduled mowing service.

The edging of all planting beds will be completed every other mowing to avoid over detailing of bed areas. Care shall be taken as not to injure tree trunks or plant materials during the edging operations.

3. DETAILING OF PLANTED AREAS

This service is defined as the trimming, weeding by mechanical or chemical means, pruning, and shaping of all shrubbery, ornamentals, and groundcover, removal of tree suckers as well as the defining of bed lines, tree saucers, and the removal of unwanted vegetation. Weeding would include the weeding of all beds (including cut turf runners), walkways, decks, curbs and concrete joints. Chemical controls may only be used if adjacent desirable plants are guaranteed not to be injured. Contractor shall maintain a valid Florida Pesticide Applicator's License and use chemicals in strict accordance with Federal, State & County directives on environmental control. Chemicals must have EPA approval #'s and labels made available to the District per request. American National Standards Institute (ANSI) regulations are to be observed.

- Pruning services will be performed at minimum one (1) time per month year round.
- Weeding services will be performed at minimum bi-weekly year round.
 - o At no time are weeds in excess of one square foot of ground cover in one location or 8" in height acceptable.

4. TREES

Trees in pedestrian walkway areas will have a clearance maintained up to eight (8' – 10') feet in height. Trees along roadways, entrances, and driveways will have a clearance maintained up to ten (10- 12') feet in height.

Palm trees up to (12') feet of clear trunk will be trimmed based on University of Florida's recommendations of 100% browning. All Palms on property will be trimmed at 3 to 9 o'clock. Palm trees up to 12 foot (ct) will be pruned during the routine detail rotation. Fronds removed before such time will be at the request of the District, with the District

taking ownership for the health and any long term horticultural decline that may occur. Careful trimming procedures shall be followed to prevent damage to any portion of the tree, especially the crown, shaft & bud areas.

Palm trees over (12') feet clear trunk (ct) will be pruned at least once per year at 3 to 9 o'clock. *This includes all common areas.*

Sucker growth shall be removed monthly according to "trimming" specifications. Sucker growth is defined as the shoots that sprout out around the base and clear trunk area of a tree or crape myrtle trunk.

Crape Myrtles (if applicable) will be pruned one (1) time per year in late winter UNLESS otherwise specified by the District. It is possible that some Crape Myrtles will be allowed to grow into trees. University of Florida's recommendations shall be followed in Crape Myrtle pruning:

- Remove suckers from the bottom of the plant.
- Remove crossed, damaged, or diseased branches. For crossed branches, remove the weaker of the two limbs that are crossing or rubbing.
- Prune the tips of the branches to remove old flowers. If old blooms are removed, a second blooming may occur.
- Remove old flower buds at the beginning of the season, which will encourage new growth activity.
- Thin out small twiggy growth to allow air to better circulate in the canopy.

5. BLOWING

Sidewalks, curbs and other paved surfaces adjacent to turf and/ or other landscaped elements will be kept clean of unwanted debris generated by the Contractor by the use of forced air machinery. The Contractor shall ensure that there are no leaves or grass clipping blowing into the ponds.

6. MONITORING

All turf, shrubs, ornamentals and groundcovers are to be monitored for pest, disease and nutrient problems with positive findings being reported, in writing. If the problem is a covered item under the provisions of this contract, immediate steps will be taken to rectify the problem. If a treatment is not in effect or not available, contractor will provide an estimate based on time and materials needed for effective treatment.

7. TRASH REMOVAL

Contractor will police the entire site prior to mowing to remove litter. Contractor will remove all debris and/or litter from all areas maintained under this contract during every visit.

8. DEBRIS REMOVAL

Contractor is responsible for the removal of any maintenance-related debris from the property no later than the end of the day where the debris was generated.

9. DEAD WOOD/ MATTER

Dead or otherwise hazardous (broken) tree branches shall be removed promptly if they are within fifteen (15') feet of a hard surface. Dead or otherwise hazardous tree branches that are above the contract specifications should be brought to the attention of the District for pre-approval and subsequent immediate removal.

All extraneous leaves, weeds, trash, limbs and debris shall be removed from lawn and plant beds.

10. CONTRACTOR'S PERFORMANCE AND APPEARANCE

The landscape maintenance contractor shall perform all work required to fulfill the spirit and intent of the Contract. The workers shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the main stream of the users. In general, the landscape maintenance contractor's presence on the site shall be as inconspicuous as possible.

11. NEGLECT AND VANDALISM

Turf, shrubs, trees or plants that are damaged or killed due to landscape maintenance contractor's operations, negligence or chemicals, shall be replaced immediately at no cost to the District. If plant damage or death is caused by conditions beyond the landscape maintenance contractor's control, replacement shall be at the District's expense.

Sprinklers or structures that are damaged due to the landscape maintenance contractor's operations must be replaced by the landscape maintenance contractor immediately at his expense. Damage caused by others shall be promptly brought to the District's attention.

All water damage resulting from Contractor's negligence shall be corrected at Contractor's expense.

All damage to or thefts of landscaping and irrigation installation not caused or allowed by Contractor shall be corrected by the Contractor at the District's expense upon authorization to proceed.

16. QUALITY

All landscaping materials installed must meet or exceed all state and/or local codes and/or ordinances of the State of Florida (Florida #1 or Florida Fancy Plants and Trees) All plants shall be healthy, well branched and densely foliated, with well-developed root systems, free of disease and insect pests. The District reserves the right to reject any plant material(s) that if feels does not meet expectation.

FERTILIZATION AND PEST CONTROL SPECIFICATIONS

GENERAL REQUIREMENTS

1. Pond banks shall be fertilized semi-annually. This should only be done by owner's request.
2. Technicians will give appropriate notification to persons in the immediate area of impending chemical applications.
3. Application reports giving the date, type of chemical applied, application rates, name of technician and company shall be given to the District's management company.
4. Copies of manufacturer labels and Material Safety Data Sheets shall be provided to the District's management company.
5. All materials will be used as approved for intended use by the regulatory standards.
6. All materials shall be applied per the manufacturer's specifications and guidelines.
7. Lawn and pesticide signs shall be posted at the home or common area after the use of chemicals for safety and compliance.
8. The District Manager and representatives of the District reserve right to be present when chemicals are being mixed and applied.
9. Specifications are performance based and ultimately insect/disease & weed control to the complete satisfaction of the District is the responsibility of the contractor.

TURF CARE SPECIFICATIONS: *St. Augustine Turf*

Contractor shall provide fertilization & insect, disease & broadleaf (primarily but not exclusively) weed control to all areas of St. Augustine turf. The following is a recommended guideline the Contractor should follow:

All fertilizers utilized must contain a nutrient package specifically blended for Florida's unique landscapes and will have a minimum of 50% slow release nitrogen source to ensure extended performance. A complete minor element package shall be included with each application to insure that all of the requirements for a Florida landscape are provided for. The method of application will be dependent upon the landscape layout.

- The lawn treatments should consist of a minimum of **four blanket applications** and minimum **three IPM** visits by a qualified technician or **as specified in the contract**. Premium product will be used to prevent surge growth, but still allow for an attractive, healthy, vigorous lawn.

IPM Defined- Contractor must utilize and employ an Integrated Pest Management Program or IPM program. This program is designed based off of key points of interest suggested by the University of Florida. The key elements are as follows:

1. **Prevention-** Proper planting, maintenance, and sanitation practices.
2. **Cultural-** Employment of good horticultural practice to optimize plant health.
3. **Scouting-** Trained personnel diligently scout property for signs of disease or infestation.
4. **Identification-** The appropriate means are taken to diagnose the cause.
5. **Program Implementation-** Contractor personnel must use the least noxious means of pesticide/bio-rational application to remedy situation. Ultimately, Contractor recommends the best course of action to follow.
6. **Follow up-** Trained personnel follow up on progress of treatment plan and report back to the District.

Contractor must employ methodology consistent with "Florida Green Industries Best Management Practices."

In Polk County with an adopted fertilizer ordinance, the Polk ordinance shall prevail and serve as a guide to nutrient selection and timing. Please check the following Polk County ordinance at http://polk.ifas.ufl.edu/AG_Safety/files/pdf/publications/laws/PolkCoFertilizerMgmtOrdinance.pdf

Turf Weed Control: The control of broadleaf weeds will be included in the Contractors program. Herbicides should be applied only when temperatures are below 90 degrees and wind drift is at a minimum to avoid turf damage.

- Due to the unavailability or restricted use of effective control products, the prevention or control of Crabgrass, Bermuda grass, and select Sedges are not part of this proposal. It is understood that at the expense of the District, any areas of select Crabgrass, Bermuda & select Sedge can be replaced by the Contractor.

- Weed control is to be maintained at no less than 90%.

Turf Insect Control: The appropriate pesticides will be used for lawn damaging insects. Turf

will be inspected on a regular basis by a qualified technician or other qualified personnel for any follow up necessary.

- Ant control and other pesticide and/or fungicide applications above and beyond the standard program will be included in this contract.
- Preventative grub control is expected and curative spot control is also expected.

TURF CARE SPECIFICATIONS: *Bahia Turf*

Bahia grass has the ability to withstand extended periods of time without rainfall or irrigation. Most weeds do not possess this ability and thus drought tolerance is the turf's primary means of survival. Irrigation (where applicable) will be eliminated in all Bahia turf areas. If requested by the District, the contractor will provide a price for Bahia fertilization.

WARRANTY

If the turf included in this "turf care program" dies due to damage from biotic agents such as insects or diseases or from abiotic factors such as fuel spills or fertilizer burn, the turf will be replaced at no expense to the District.

SMALL TREE/SHRUB CARE (<10') PROGRAM:

Fertilization: Tree and shrub fertilization frequencies will be performance based, not treatment based. It is expected that the Contractor use a complete fertilizer blend with all necessary minor elements. The blend should be 50% slow release or an equivalent.

- Transplanted trees less than 3 years old will be included in standard program; trees over that age will be fertilized with the lawn application.
- In Polk County with an adopted fertilizer ordinance, the Polk County ordinance shall prevail and serve as a guide to nutrient selection and timing.

Integrated Pest Management: Pesticides will only be used on an as-needed basis and only in the general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either, health or aesthetics. In areas where problems persist, then a preventative approach should be implemented.

- Contractor personnel should be diligent in their scouting of damaging pests and disease. Horticultural pest control and or appropriate recommendations will be made to minimize

injury to ornamental plants. This is to be achieved by monitoring the property and a complete service and inspection at minimum every eight (8) weeks.

ORNAMENTAL PALM TREE PROGRAM:

Fertilization: Tree fertilization frequencies shall be performance based, not treatment based. It is expected that the Contractor use a complete fertilizer blend with all necessary minor elements. The blend should be 100% slow release. Contractor will use premium products at the recommended rate to prevent any surge growth, but still allow for an attractive, healthy, vigorous landscape.

- Therapeutic applications of minor elements are to be included to ornamental palms indicating need.
- In Polk County with an adopted fertilizer ordinance, the County ordinance shall prevail and serve as a guide to nutrient selection and timing.

Palm Integrated Pest Management: Pesticides will only be used on an as-needed basis and only in the general areas having the problem. A curative approach shall be implemented for insect and disease management in turf and landscape areas when damaging thresholds have been identified as negatively impacting either, health or aesthetics. In areas where problems persist, then a preventative approach should be implemented.

- Contractor personnel should be diligent in their scouting of damaging pests and disease. Horticultural pest control and or appropriate recommendations will be made to minimize injury to ornamental plants. This is to be achieved by monitoring of the property and a complete service and inspection at minimum every eight (8) weeks.
- Bud and root drenching for specific insect/disease problems are not to be included but can be priced separately if needed and completed upon approval from the District.

WARRANTY

If a plant, shrub or tree dies from insect or disease damage while under this tree/ shrub/palm care program, it will be replaced, at no cost to the District, with one of equal value and that is reasonably available and approved by the District.

IRRIGATION MAINTENANCE SPECIFICATIONS

This service is defined as inspection & repair of the irrigation system by the contractor for the

community common areas. Any damage caused by contractor activity shall be repaired by the contractor at the contractor's expense.

Minor repairs will be made at the time of inspection or during work order process on a monthly basis. Minor repairs include; spray heads, rotor heads, nozzles, stand pipes, shrub adaptors, valves and lateral lines up to 1.5 inch. Minor repairs are the responsibility of the contractor and are included in the monthly proposed price.

Major irrigation repairs are not included in the proposed price and will be completed on a separate work order upon approval by the District Manager. Major repairs include but are not limited to, main line larger than 1.5 inch, controllers, pumps, backflows and rain sensors.

The contractor **shall be** responsible for any damage to the turf or plants due to either under watering or over watering by the irrigation system. Contractor will **not be** held responsible for failure of main irrigation water supply, water pressure or water restrictions imposed by a statutory or similar authority.

FREQUENCY

Contractor shall perform a complete irrigation maintenance inspection once per month.

IRRIGATION CONTRACTOR RESPONSIBILITIES

The District irrigation contractor is responsible for the management and maintenance of the irrigation system located on District-owned lands.

The system uses reclaimed water provided by TOHO Water Authority with the exception of the community pool areas located throughout. Contractor is required to maintain communication with TOHO on behalf of the District and Developer.

Contractor is responsible for generating data from daily monitoring, interpret data and generate reports for field dispatch, field repair and adjustments as necessary and maintain documentation. Daily data will be provided by the contractor and made available to the District Manager upon request.

Contractor is responsible for adjustments to watering schedules as needed for weather, new sod, plants, trees or other improvements at the common areas as requested through the District work order system.

Contractor must respond to all District generated work orders within 48 hours for common areas. Contractor is required to activate system for residents, meet with residents on site when necessary and to close work orders through the District Manager.

Contractor will be responsible to activate and inspect all zones for the entire community monthly and make necessary adjustments for proper operation. Each inspection must be documented in writing and provided to the District Manager upon request.

SERVICE SPECIFICATIONS

1. Timing of irrigation operation must adhere to any water restrictions in effect within the property jurisdiction.
2. The following items shall be accomplished each month for common areas:
 - Activate each zone of the system.
 - Visually check and replace as necessary of any damaged or malfunctioning heads in District-owned lands. This should be done weekly by area supervisor or irrigation tech.
 - Clean and/or adjust any heads not functioning properly. The District will be allowed to inspect any heads that he may be charged for.
 - Report any valve or valve box that may be malfunctioning or damaged in any way.
 - Adjust controllers to the watering needs as dictated by environmental conditions.
 - Inspect and adjust rain sensors as needed.
 - Insure that all valves that are marked remain sufficiently marked to allow a person unfamiliar with the system to locate.
 - Provide a monthly written report detailing inspection results by clock and zone.
 - Report recommendations to improve/enhance the irrigation systems effectiveness.
3. Irrigation repairs that become necessary, that are over and above minor repairs as outlined will be done on a time and material basis. All extra repairs are to be estimated & reported to the District and the contractor must obtain approval prior to starting repair work.

The written proposal shall include:

- Hourly rate for irrigation tech

- Necessary materials

Contractor must provide and possess experience in operation of central control irrigation systems.

STORM PREPARATION

In the event of a forecasted weather event, such as but not limited to hurricanes, the District may deem it necessary to suspend all operation of irrigation equipment, pump stations, and to secure controllers to avoid power surges and any catastrophic events such as an uprooted tree that breaks a mainline. These services, should they be requested, would be considered over and above the routine maintenance contract and will be done on a time and material basis.

SPECIAL SERVICES SPECIFICATIONS

MULCH

It is anticipated that the District will mulch the entire property once per year. This will include all common areas.

Old mulch in excess of three inches (3") in depth will be removed prior to installation of a new layer of mulch. This step will be at the discretion of the District. If the District deems this step necessary, the Contractor will provide a price to remove the excess mulch prior to installation of new mulch. The pricing for mulch installation are as follows:

<u>Item</u>	<u>Cost per Bale</u>
100 Bales	\$8.00
500 Bales	\$7.50
1,000 Bales	\$7.25
5,000 Bales	\$7.00

COMMUNICATION

As part of this agreement it is expected that the contractor will provide ongoing extensive communication to the District Manager and Residents of the community. Communications include but are not limited to:

- Daily work orders
- Daily updates as needed for "Solivita Live"
- Weekly email blast

- **Monthly mow schedule**
- **Monthly detail schedule**
- **Monthly newsletter article**
- **Special project schedules (i.e. mulching, palm & tree pruning)**

Appendix I

Types of Machinery Used at Solivita

Pond Banks:

- Batwing finish mower with rear discharge
- 60 inch pistol grip mower with mulch kit

Flat Areas:

- 70 inch mowing deck mower

SECTION XI

SECTION C

SECTION 1

Poinciana West Community Development District

Summary of Check Register

May 1, 2019 to July 11, 2019

Fund	Date	Check No.'s		Amount
General Fund	5/2/19	1560-1561	\$	4,986.16
	5/9/19	1562-1563	\$	438.67
	5/10/19	1564	\$	5,420.74
	5/24/19	1565-1569	\$	7,121.88
	5/30/19	1570	\$	1,032.50
	6/6/19	1571-1572	\$	5,642.66
	6/12/19	1573	\$	5,241.91
	6/20/19	1574-1575	\$	6,583.33
	6/26/19	1576	\$	33.30
	6/28/19	1577-1578	\$	4,223.50
	7/7/19	1579	\$	5,141.81
			\$	45,866.46
Payroll	<u>May 2019</u>			
	Charles Case III	50053	\$	184.70
	Leonard Vento	50054	\$	134.70
	Peggy Gregory	50055	\$	184.70
	Roy LaRue	50056	\$	184.70
	Shirley Bzdewka	50057	\$	184.70
			\$	873.50
			\$	46,739.96

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
 *** CHECK DATES 05/01/2019 - 07/11/2019 ***
 POINCIANA WEST - GENERAL FUND
 BANK A GENERAL FUND

RUN 7/11/19

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/02/19	00007	5/01/19 3824	201905 320-53800-46200	LAWN MAINTENANCE MAY19	*	4,691.16	
				FLORALAWN 2, LLC			4,691.16 001560
5/02/19	00016	4/26/19 2137319	201904 310-51300-31100	INTERIM ENG. SRVCS-APR19	*	295.00	
				GAI CONSULTANTS, INC			295.00 001561
5/09/19	00002	3/18/19 106127	201902 310-51300-31500	GEN.COUNSEL/MTHLY MTG FEB	*	171.50	
				HOPPING GREEN & SAMS			171.50 001562
5/09/19	00010	5/05/19 L060G0IV	201904 310-51300-48000	NOT.OF MEETING 05/07/19	*	267.17	
				THE LEDGER			267.17 001563
5/10/19	00001	5/01/19 40	201905 310-51300-34000	MANAGEMENT FEES-MAY19	*	3,750.00	
		5/01/19 40	201905 310-51300-35200	INFORMATION TECH-MAY19	*	125.00	
		5/01/19 40	201905 310-51300-31300	DISSEMINATION-MAY19	*	416.67	
		5/01/19 40	201905 310-51300-51000	OFFICE SUPPLIES	*	.21	
		5/01/19 40	201905 310-51300-42000	POSTAGE	*	15.91	
		5/01/19 40	201905 310-51300-42500	COPIES	*	2.55	
		5/01/19 41	201905 320-53800-12000	FIELD MANAGEMENT-MAY19	*	833.33	
		5/01/19 41	201905 310-51300-51000	DISPLAY2GO-TABLE SKIRTS	*	277.07	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			5,420.74 001564
5/24/19	00018	5/14/19 5517-05-	201905 310-51300-31200	ARBITRAGE SER2017R1 & R2	*	450.00	
				AMTEC			450.00 001565
5/24/19	00005	5/15/19 1005419	201905 320-53800-47100	MOSQUITO MGMT SERV MAY19	*	1,833.33	
				CLARKE ENVIRONMENTAL MOSQUITO			1,833.33 001566
5/24/19	00020	5/15/19 3626	201905 320-53800-47000	AQUATIC MAINT. SRVC MAY19	*	4,750.00	
				CLARKE AQUATIC SERVICES, INC			4,750.00 001567

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AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
 *** CHECK DATES 05/01/2019 - 07/11/2019 ***
 POINCIANA WEST - GENERAL FUND
 BANK A GENERAL FUND

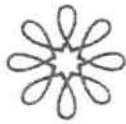
RUN 7/11/19

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/24/19	00008	5/07/19 6-544-49	201905 310-51300-42000	DELIVERY 05/01/19	*	63.01	
				FEDEX			63.01 001568
5/24/19	00001	3/31/19 CF0058	201902 310-51300-49000	EMAIL HOSTING SERV FEB19	*	12.77	
		3/31/19 CF0058A	201903 310-51300-49000	EMAIL HOSTING SERV MAR19	*	12.77	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			25.54 001569
5/30/19	00016	5/24/19 2138327	201905 310-51300-31100	INTERIM ENG. SRVCS-MAY19	*	1,032.50	
				GAI CONSULTANTS, INC			1,032.50 001570
6/06/19	00007	6/01/19 3936	201906 320-53800-46200	LAWN MAINTENANCE JUN19	*	4,691.16	
				FLORALAWN 2, LLC			4,691.16 001571
6/06/19	00002	5/31/19 107812	201904 310-51300-31500	GEN.COUNSEL/MTHLY MTG APR	*	951.50	
				HOPPING GREEN & SAMS			951.50 001572
6/12/19	00001	6/01/19 42	201906 310-51300-34000	MANAGEMENT FEES-JUN19	*	3,750.00	
		6/01/19 42	201906 310-51300-35200	INFORMATION TECH-JUN19	*	125.00	
		6/01/19 42	201906 310-51300-31300	DISSEMINATION-JUN19	*	416.67	
		6/01/19 42	201906 310-51300-51000	OFFICE SUPPLIES	*	17.77	
		6/01/19 42	201906 310-51300-42000	POSTAGE	*	7.34	
		6/01/19 42	201906 310-51300-42500	COPIES	*	91.80	
		6/01/19 43	201906 320-53800-12000	FIELD MANAGEMENT-JUN19	*	833.33	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			5,241.91 001573
6/20/19	00005	6/17/19 1006332	201906 320-53800-47100	MOSQUITO MGMT SERV JUN19	*	1,833.33	
				CLARKE ENVIRONMENTAL MOSQUITO			1,833.33 001574
6/20/19	00020	6/17/19 4102	201906 320-53800-47000	AQUATIC MAINT. SRVC JUN19	*	4,750.00	
				CLARKE AQUATIC SERVICES, INC			4,750.00 001575

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
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		6/21/19 CF0155B	201906 310-51300-49000	EMAIL HOSTING SRVC-JUN19	*	11.10	
GOVERNMENTAL MANAGEMENT SERVICES-CF							33.30 001576
6/28/19	00005	6/19/19 1006483	201903 320-53800-47100	MOSQUITO MGMT-ADD.MAR19	*	150.00	
		6/19/19 1006483A	201904 320-53800-47100	MOSQUITO MGMT-ADD.APR19	*	150.00	
		6/19/19 1006483B	201905 320-53800-47100	MOSQUITO MGMT-ADD.MAY19	*	150.00	
		6/19/19 1006483C	201906 320-53800-47100	MOSQUITO MGMT-ADD.JUN19	*	150.00	
CLARKE ENVIRONMENTAL MOSQUITO							600.00 001577
6/28/19	00002	6/21/19 108024	201905 310-51300-31500	GEN.COUNSEL/MTHLY MTG MAY	*	3,623.51	
HOPPING GREEN & SAMS							3,623.51 001578
7/07/19	00001	7/01/19 44	201907 310-51300-34000	MANAGEMENT FEES JUL19	*	3,750.00	
		7/01/19 44	201907 310-51300-35200	INFORMATION TECH JUL19	*	125.00	
		7/01/19 44	201907 310-51300-31300	DISSEMINATION FEE JUL19	*	416.67	
		7/01/19 44	201907 310-51300-51000	OFFICE SUPPLIES JUL19	*	.27	
		7/01/19 44	201907 310-51300-42000	POSTAGE JUL19	*	14.44	
		7/01/19 44	201907 310-51300-42500	COPIES JUL19	*	2.10	
		7/01/19 45	201907 320-53800-12000	FIELD MANAGEMENT JUL19	*	833.33	
GOVERNMENTAL MANAGEMENT SERVICES-CF							5,141.81 001579
TOTAL FOR BANK A						45,866.47	
TOTAL FOR REGISTER						45,866.47	



floralawn 2, LLC

Premier Lawn & Pest

P.O. Box 91597

Lakeland, FL 33804

Invoice

Date	Invoice #
5/1/2019	3824

Bill To

Poinciana West Community Development Dist
c/o Governmental Management Services
Central Florida, LLC
1412 S Narcoossee Rd
St. Cloud, FL 34771

RECEIVED
APR 30 2019

BY: _____

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Monthly Lawn Maintenance per original contract - November 2016 - Poinciana West CDD Billing for May 2019 #7 Lawn Maintenance May 19 1-320-538-462	4,691.16	4,691.16
Thank you for your business.		Total	\$4,691.16

Corporate Office	Solivita Fax	E-mail	Web Site
(863) 668-0494	(863) 225-9565	info@floralawn.com	www.floralawn.com



INVOICE

Orlando
618 E. South Street, Suite 700
Orlando, FL 32801

T 407.423.8398
F 407.843.1070

George Flint
Governmental Management Services
9145 Narcoossee Rd Ste A206
Orlando, FL 32827

April 26, 2019
Project No: A171207.00
Invoice No: 2137319

Project A171207.00 Poinciana West Community Development District Engineering Services

Professional Services Through April 20, 2019

Task 003 2019 General Support

Professional Personnel

	Hours	Rate	Amount
Engineering Director/Senior Director			
Leo, Kathleen	1.00	295.00	295.00
Totals	1.00		295.00
Total Labor			295.00

Billing Limits

	Current	Prior	To-Date
Total Billings	295.00	3,321.56	3,616.56
Limit			20,000.00
Remaining			16,383.44

Total this Task \$295.00

Total this Invoice \$295.00

Outstanding Invoices

Number	Date	Balance
2135249	2/28/2019	961.56
Total		961.56

#16

Intensiv Eng. Svcs - April 9

1-310-513-34

RECEIVED
APR 29 2019

BY: _____

Project	A171207.00	Poinciana West Community Development Dis	Invoice	2137319
---------	------------	--	---------	---------

Billing Backup

Friday, April 26, 2019

GAI Consultants, Inc.

Invoice 2137319 Dated 4/26/2019

4:36:38 PM

Project	A171207.00	Poinciana West Community Development District Engineering Services
---------	------------	--

Task	003	2019 General Support
------	-----	----------------------

Professional Personnel

			Hours	Rate	Amount
	Engineering Director/Senior Director				
04136	Leo, Kathleen	4/3/2019	.50	295.00	147.50
	emails and calls re pond O&M				
04136	Leo, Kathleen	4/4/2019	.50	295.00	147.50
	emails and calls re pond O&M				
	Totals		1.00		295.00
	Total Labor				295.00

Total this Task	\$295.00
------------------------	-----------------

Total this Project	\$295.00
---------------------------	-----------------

Total this Report	\$295.00
--------------------------	-----------------

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 8526
Tallahassee, FL 32314
850.222.7500

STATEMENT

March 18, 2019

Poinciana West Community Development District
George Flint, District Manager
Governmental Management Services
1412 S. Narcoossee Rd
St. Cloud, FL 34771

Bill Number 106127
Billed through 02/28/2019

RECEIVED
MAR 18 2019

#2
Gen. Counsel / Mthly Mtg Feb
1-310-513-315

General Counsel/Monthly Meeting
PWCDD 00001 MCE

BY: _____

FOR PROFESSIONAL SERVICES RENDERED

02/28/19	JLK	Continue Americans with Disabilities Act-related research and case law updates; continue negotiating ADA website agreement; confer with district manager regarding various posting and ADA-related issues.	0.10 hrs
02/28/19	SRS	Research Americans with Disabilities Act website accessibility.	0.10 hrs
02/28/19	CGS	Monitor proposed legislation which may impact district.	0.30 hrs
02/28/19	LMF	Review website regarding regulatory compliance status and ADA compliance.	0.10 hrs
Total fees for this matter			\$171.50

MATTER SUMMARY

Stuart, Cheryl G.	0.30 hrs	365 /hr	\$109.50
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Flore, Lydia M. - Paralegal	0.10 hrs	125 /hr	\$12.50
Sandy, Sarah R.	0.10 hrs	245 /hr	\$24.50

TOTAL FEES \$171.50

TOTAL CHARGES FOR THIS MATTER \$171.50

BILLING SUMMARY

Stuart, Cheryl G.	0.30 hrs	365 /hr	\$109.50
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Flore, Lydia M. - Paralegal	0.10 hrs	125 /hr	\$12.50
Sandy, Sarah R.	0.10 hrs	245 /hr	\$24.50

TOTAL FEES \$171.50

TOTAL CHARGES FOR THIS BILL \$171.50

=====

Please include the bill number on your check.


THE LEDGER

LEGAL ADVERTISING

FEDERAL ID # 47 2484860

INVOICE NUMBER	
L060G0IV5.	
BILLED ACCOUNT NUMBER	
[REDACTED]	
BILLED ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS
STACIE POINCIANA WEST CDD 135 W CENTRAL BLVD STE 320 ORLANDO, FL 32801	LAKELAND LEDGER PUBLISHING PO BOX 913004 ORLANDO, FL 32891

PLEASE RETURN THIS INVOICE ALONG WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	Description	Size	PAID	NET AMOUNT
✓ 4/26/2019 	L060G0IV53	REGULAR MEETING NOTICE RECEIVED MAY 08 2019 BY: _____	1 X 55		\$ 267.17
BILLED ACCOUNT NUMBER: 758309				TOTAL AMOUNT DUE	
				\$267.17	

THE LEDGER, LEGAL ADVERTISING, PO BOX 408, LAKELAND, FL 33801

**AFFIDAVIT OF PUBLICATION
THE LEDGER
Lakeland, Polk County, Florida**

**STATE OF FLORIDA)
COUNTY OF POLK)**

Before the undersigned authority personally appeared Brandy Arnett who on oath says that she is an Account Executive for Advertising at The Ledger, a daily newspaper published at Lakeland in Polk County, Florida; that the attached copy of advertisement, being a

NOTICE OF MEETING

In the matter of **POINCIANA WEST CDD**

Concerning **REGULAR MEETING NOTICE**

was published in said newspaper in the issues of

4-26: 2019

Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has hereto been continuously published in said Polk County, Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said Polk County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signed

Brandy Arnett

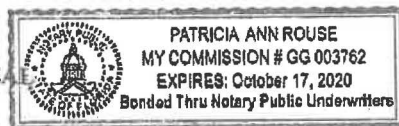
Brandy Arnett
Advertising Account Executive
Who is personally known to me.

Sworn to and subscribed before me this 26th day of April A.D. 2019

Patricia Ann Rouse

Notary Public

SE



**NOTICE OF MEETING
POINCIANA WEST
COMMUNITY DEVELOPMENT
DISTRICT**

The Regular Meeting of the Board of Supervisors of the Poinciana West Community Development District will be held on Tuesday, May 7, 2019 at 9:30 AM at Mossaic, 368 Village Drive, Poinciana, FL 34759. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 135 W. Central Blvd., Suite 320, Orlando, FL 32801. This meeting may be continued to a date, time, and place to be specified on the record at this meeting.

There may be occasions when one or more Supervisors, Staff or other individuals will participate by telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at least forty-eight (48) hours prior to the meetings by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-855-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George B. Flint
Governmental Management Services
- Central Florida, LLC
District Manager

L1510 4-26: 2019 IVS3

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 40
Invoice Date: 5/1/19
Due Date: 5/1/19
Case:
P.O. Number:

Bill To:
Poinciana West CDD
135 West Central BLvd
Suite 320
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - May 2019 1-310-513-34		3,750.00	3,750.00
Information Technology - May 2019 1-310-513-352		125.00	125.00
Dissemination Agent Services - April 2019 1-310-513-313		416.67	416.67
Office Supplies May 1-310-513-51		0.21	0.21
Postage 1-310-513-42		15.91	15.91
Copies 1-310-513-425		2.55	2.55
Total			\$4,310.34
Payments/Credits			\$0.00
Balance Due			\$4,310.34

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 41
Invoice Date: 5/1/19
Due Date: 5/1/19
Case:
P.O. Number:

Bill To:
Polinciana West CDD
135 West Central BLvd
Suite 320
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Field Management - May 2019 1-320-538-12		833.33	833.33
Display2Go		277.07	277.07
tr |			
Display 2 GO - Table Skirts			
1-310-513-51			
Total			\$1,110.40
Payments/Credits			\$0.00
Balance Due			\$1,110.40



AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

Client: Poinciana West Community Development District
c/o Ms. Teresa Viscarra
Governmental Management Services-- CF, LLC
1412 S. Narcoossee Road
St. Cloud, FL 34771

Invoice No. 5517-05-19
Date: May 14, 2019

RECEIVED
MAY 14 2019

BY: _____

For Professional Services:

Issue	Service	Fee
Poinciana West Community Development District (Polk County, Florida) \$11,215,000 Senior Special Assessment Refunding Bonds, Series 2017-1 & \$2,945,000 Subordinate Special Assessment Refunding Bonds, Series 2017-2	Rebate Report & Opinion	\$450
Total		\$450

#18

1-310-513-312

Arbitrage Ser 2017 R1 & R2

Please remit the total due to AMTEC (Tax ID: 06-1308917):



Please notify AMTEC at info@amteccorp.com upon completing the transaction.

Should a check payment be sent:

AMTEC
90 Avon Meadow Lane
Avon, CT 06001



INVOICE

Page: 1(1)

www.clarke.com
TOLL-FREE: 800-323-5727
PHONE: 630-694-2000
AR Email: accountsreceivable@clarke.com
AR Dept. Ext.: 3139

Payment Instructions: Clarke Environmental Mosquito Management, Inc.
Electronic: Bank of America - Account: 8666607231 - Routing: 071000039
Check: 16300 Collections Center Drive, Chicago, IL 60693

Customer #: P07800
Customer PO #: NA

Invoice #: 001005419
Invoice Date: 05/15/19
Terms: Net 30 Days
Due Date: 06/14/19

Poinciana West Community Dev. Dist.
9145 Narcoossee Road
Suite A206
Orlando, FL 32827-5768

George Flint

RECEIVED
MAY 21 2019

BY: _____

Agreement no 1000002502

Consultant Pete Deglomine - Salesman

Description	Total
-------------	-------

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT SERVICE

W9's can be found on our website at www.clarke.com
Service for May 2019

Order Total

1,833.33

[Signature]
Aquitil Midge Control
AS
1-320-538-471
Mosquito Mgmt Serv May 19

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

We accept ACH Payments	Total:	1,833.33
------------------------	--------	----------

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

Helping make communities around the world more livable, safe and comfortable.

a



INVOICE

Page: 1(1)
www.clarke.com
TOLL-FREE: 800-323-5727
PHONE: 630-894-2000
AR Email: accountsreceivable@clarke.com,
AR Dept. Ext.: 3139

Payment Instructions: Clarke Aquatic Services, Inc.

Electronic: Bank of America - Account: 8666607118 - Routing: 071000039

Check: 16308 Collections Center Drive, Chicago, IL 60693

Customer #: 088096
Customer PO #:

Invoice #: 000003626
Invoice Date: 05/15/19
Terms: Net 30 Days
Due Date: 06/14/19

Poinciana West Community Dev. Dist.
9145 Narcoossee Rd.
Suite A206
Orlando, FL 32827-5768

George Flint

Agreement no 1000002499

Consultant Pete Deglomine - Salesman

Description	Total
-------------	-------

CLARKE AQUATIC MAINTENANCE SERVICES

W9's can be found on our website at www.clarke.com
Service for May 2019

RECEIVED
MAY 21 2019

BY: _____

Order Total

4,750.00

Clarke
Aquatic Maintenance

#20

1-320-538-47

Aquatic Maint. Srvc May 19

Clarke Aquatic Services, Inc. is a Clarke Company

We accept ACH Payments	Total:	4,750.00
------------------------	--------	----------

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

Helping make communities around the world more livable, safe and comfortable.



FedEx Tax ID: 71-0427007

Billing Address:

POINCIANA WEST CDD
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435

Shipping Address:

POINCIANA WEST CDD
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435

Invoice Questions?
Contact FedEx Revenue Services

Phone: 800.645.9424

M-F 7-5 (CST)

Internet: fedex.com/usgovt

Invoice Summary

FedEx Express Services

Total Charges USD \$63.01

TOTAL THIS INVOICE USD \$63.01

Other discounts may apply.

#8

Delivery 05/01/19

1-310-513-42

RECEIVED

MAY 10 2019

BY: _____

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return
this portion with your payment to FedEx.
Please do not staple or fold.
Please make check payable to FedEx.

Remittance Advice

Your payment is due by Jun 21, 2019

6544490078000006301687432627530000000000000000630160

0030519 01 A8 0.409 **AUTO T4 D 1126 32801-243595 -C01-P30549-11



POINCIANA WEST CDD
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435



FedEx
P.O. Box 371461
Pittsburgh PA 15250-7461



60028260016663

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: May 01, 2019

Cust. Ref.: Poinciana West CDD

Ref.#2:

Payor: Third Party

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 6.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Automation INET
Tracking ID 775112610468
Service Type FedEx Standard Overnight
Package Type FedEx Pak
Zone 02
Packages 1
Rated Weight 2.0 lbs, 0.9 kgs
Delivered May 02, 2019 15:05
Svc Area A3
Signed by see above
FedEx Use 000000000/123677/02

Sender
George Flint
GMS - CF, LLC
135 W. Central Blvd.
ORLANDO FL 32801 US

Recipient
Charles W. Case, III
642 TAPATIO LN
KISSIMMEE FL 34759 US

Transportation Charge
Fuel Surcharge
Residential Delivery
Total Charge

6.38
0.71
4.15
\$11.24

USD

Ship Date: May 01, 2019

Cust. Ref.: Poinciana West CDD

Ref.#2:

Payor: Third Party

Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 6.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Automation INET
Tracking ID 77511264620
Service Type FedEx Standard Overnight
Package Type FedEx Pak
Zone 02
Packages 1
Rated Weight 2.0 lbs, 0.9 kgs
Delivered May 02, 2019 14:51
Svc Area A3
Signed by see above
FedEx Use 000000000/123677/02

Sender
George Flint
GMS - CF, LLC
135 W. Central Blvd.
ORLANDO FL 32801 US

Recipient
Leonard Vento
1255 HARBOR RIDGE DR
KISSIMMEE FL 34759 US

Transportation Charge
Fuel Surcharge
Residential Delivery
Total Charge

6.38
0.71
4.15
\$11.24

USD

FedEx® Billing Online

FedEx Billing Online allows you to efficiently manage and pay your FedEx invoices online. It's free, easy and secure. FedEx Billing Online helps you streamline your billing process. With all your FedEx shipping information available in one secure online location, you never have to worry about misplacing a paper invoice or sifting through reams of paper to find information for past shipments. Go to fedex.com to sign up today!

**Ship Date:** May 01, 2019**Payor:** Third Party

- Fuel Surcharge - FedEx has applied a fuel surcharge of 6.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Automation INET
Tracking ID 775112722020
Service Type FedEx Standard Overnight
Package Type FedEx Pak
Zone 02
Packages 1
Rated Weight 2.0 lbs, 0.9 kgs
Delivered May 02, 2019 15:09
Svc Area A3
Signed by see above
FedEx Use 000000000/123677/02

Cust. Ref.: Poinciana West CDD**Ref.#3:**

Sender
George Flint
GMS - CF, LLC
135 W. Central Blvd.
ORLANDO FL 32801 US

Ref.#2:

Recipient
Shirley Bzdewka
927 SAN RAPHAEL ST
KISSIMMEE FL 34759 US

Transportation Charge
Fuel Surcharge
Residential Delivery
Total Charge

6.38

0.71

4.15

USD

\$11.24**Ship Date:** May 01, 2019**Payor:** Third Party

- Fuel Surcharge - FedEx has applied a fuel surcharge of 6.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Automation INET
Tracking ID 775112748214
Service Type FedEx Standard Overnight
Package Type FedEx Pak
Zone 02
Packages 1
Rated Weight 2.0 lbs, 0.9 kgs
Delivered May 02, 2019 15:13
Svc Area A3
Signed by see above
FedEx Use 000000000/123677/02

Cust. Ref.: Poinciana West CDD**Ref.#3:**

Sender
George Flint
GMS - CF, LLC
135 W. Central Blvd.
ORLANDO FL 32801 US

Ref.#2:

Recipient
Peggy Gregory
742 SAN RAPHAEL ST
KISSIMMEE FL 34759 US

Transportation Charge
Fuel Surcharge
Residential Delivery
Total Charge

6.38

0.71

4.15

USD

\$11.24**Ship Date:** May 01, 2019**Payor:** Third Party

- Fuel Surcharge - FedEx has applied a fuel surcharge of 6.75% to this shipment.
- Distance Based Pricing, Zone 2
- Package Delivered to Recipient Address - Release Authorized

Automation INET
Tracking ID 775112778397
Service Type FedEx Standard Overnight
Package Type FedEx Pak
Zone 02
Packages 1
Rated Weight 2.0 lbs, 0.9 kgs
Delivered May 02, 2019 15:07
Svc Area A3
Signed by see above
FedEx Use 000000000/123677/02

Cust. Ref.: Poinciana West CDD**Ref.#3:**

Sender
George Flint
GMS - CF, LLC
135 W. Central Blvd.
ORLANDO FL 32801 US

Ref.#2:

Recipient
Roy LaRue
211 SAN VICENTE LN
KISSIMMEE FL 34759 US

Transportation Charge
Fuel Surcharge
Residential Delivery
Total Charge

6.38

0.71

4.15

USD

\$11.24**Ship Date:** May 01, 2019**Payor:** Third Party

- Fuel Surcharge - FedEx has applied a fuel surcharge of 6.75% to this shipment.
- Distance Based Pricing, Zone 2

Automation INET
Tracking ID 775112797290
Service Type FedEx Standard Overnight
Package Type FedEx Pak
Zone 02
Packages 1
Rated Weight 2.0 lbs, 0.9 kgs
Delivered May 02, 2019 13:34

Cust. Ref.: Poinciana West CDD**Ref.#3:**

Sender
George Flint
GMS - CF, LLC
135 W. Central Blvd.
ORLANDO FL 32801 US

Ref.#2:

Recipient
Kathy Leo
GAI Consultants
618 E SOUTH ST
ORLANDO FL 32801 US

Continued on next page



Tracking ID: 775112797290 continued

Svc Area	A1	Transportation Charge		6.38
Signed by	T.ESSMA	Fuel Surcharge		0.43
FedEx Use	000000000/123677/_	Total Charge	USD	\$6.81
			Third Party Subtotal	USD \$63.01
			Total FedEx Express	USD \$63.01



GMS-Central Florida LLC

9145 Narcoossee Rd
Suite A206
Orlando, FL 32827

Invoice

Invoice #: CF0058
Invoice Date: 3/31/2019
Due Date: 3/31/2019

Bill To:

Poinciana West CDD
9145 Narcoossee Road
Suite A206
Orlando, FL 32827

RECEIVED
MAY 13 2019

BY: _____

Hours/Qty	Description	Rate	Amount
2	Email Hosting Service Period of February 2019 to March 2019	12.77	25.54
	#1 1-310-513-49 Email Hosting Serv Mar19		
Total			\$25.54



INVOICE

Orlando
618 E. South Street, Suite 700
Orlando, FL 32801

T 407.423.8398
F 407.843.1070

RECEIVED
MAY 24 2019

George Flint
Governmental Management Services
9145 Narcoossee Rd Ste A206
Orlando, FL 32827

May 24, 2019
Project No: A171207.00
Invoice No: 2138327

BY: _____

Project A171207.00 Poinciana West Community Development District Engineering Services

Professional Services Through May 18, 2019

Task 003 2019 General Support

Professional Personnel

	Hours	Rate	Amount
Engineering Director/Senior Director			
Leo, Kathleen	3.50	295.00	1,032.50
Totals	3.50		1,032.50
Total Labor			1,032.50

Billing Limits

	Current	Prior	To-Date
Total Billings	1,032.50	3,616.56	4,649.06
Limit			20,000.00
Remaining			15,350.94

Total this Task \$1,032.50

Total this Invoice \$1,032.50

Outstanding Invoices

Number	Date	Balance
2135249	2/28/2019	961.56
Total		961.56

#16

1-310-513-311

Interim Eng. Svcs - May 19

Project	A171207.00	Poinciana West Community Development Dis	Invoice	2138327
---------	------------	--	---------	---------

Billing Backup

Friday, May 24, 2019

GAI Consultants, Inc.

Invoice 2138327 Dated 5/24/2019

10:04:09 AM

Project	A171207.00	Poinciana West Community Development District Engineering Services
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Task	003	2019 General Support
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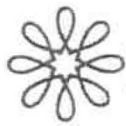
Professional Personnel

			Hours	Rate	Amount
	Engineering Director/Senior Director				
04136	Leo, Kathleen	5/3/2019	.50	295.00	147.50
	Meeting Prep				
04136	Leo, Kathleen	5/7/2019	3.00	295.00	885.00
	PWCDD Board Meeting				
	Totals		3.50		1,032.50
	Total Labor				1,032.50

Total this Task **\$1,032.50**

Total this Project **\$1,032.50**

Total this Report **\$1,032.50**



floralawn 2, LLC

Premier Lawn & Pest

P.O. Box 91597

Lakeland, FL 33804

Invoice

Date	Invoice #
6/1/2019	3936

Bill To

Poinciana West Community Development Dist
c/o Governmental Management Services
Central Florida, LLC
1412 S Narcoossee Rd
St. Cloud, FL 34771

RECEIVED
JUN 3 2019

BY: _____

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Monthly Lawn Maintenance per original contract - November 2016 - Poinciana West CDD Billing for June 2019 #7 Lawn Maintenance Jun19 1-320-538-462	4,691.16	4,691.16

Thank you for your business.

Total

\$4,691.16

Corporate Office	Solivita Fax	E-mail	Web Site
(863) 668-0494	(863) 225-9565	info@floralawn.com	www.floralawn.com

Hopping Green & Sams

Attorneys and Counselors

118 S. Monroe Street, Ste. 300
P.O. Box 6528
Tallahassee, FL 32314
850.222.7500

STATEMENT

May 31, 2019

Poinciana West Community Development District
George Flint, District Manager
Governmental Management Services
1412 S. Narcoossee Rd
St. Cloud, FL 34771

Bill Number 107812
Billed through 04/30/2019

#2

Gen. Counsel / Mthly Mtg Apr

1-310-513-315

General Counsel/Monthly Meeting

PWCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

04/01/19	SRS	Research Americans with Disabilities Act website accessibility.	0.10 hrs
04/03/19	MCE	Review draft audit; research trust indenture; provide comments regarding audit.	0.80 hrs
04/03/19	APA	Prepare budget documents; update district status chart.	1.10 hrs
04/10/19	APA	Prepare agreement for website compliance services.	1.00 hrs
04/29/19	MCE	Confer with Gregory; prepare for board meeting.	0.20 hrs
04/29/19	SRS	Prepare fiscal year 2019/2020 budget documents; review draft agenda.	1.00 hrs
04/30/19	CGS	Monitor proposed legislation which may impact district.	0.30 hrs
Total fees for this matter			\$951.50

MATTER SUMMARY

Papp, Annie M. - Paralegal	2.10 hrs	125 /hr	\$262.50
Stuart, Cheryl G.	0.30 hrs	365 /hr	\$109.50
Eckert, Michael C.	1.00 hrs	310 /hr	\$310.00
Sandy, Sarah R.	1.10 hrs	245 /hr	\$269.50

TOTAL FEES \$951.50

TOTAL CHARGES FOR THIS MATTER **\$951.50**

BILLING SUMMARY

Papp, Annie M. - Paralegal	2.10 hrs	125 /hr	\$262.50
Stuart, Cheryl G.	0.30 hrs	365 /hr	\$109.50
Eckert, Michael C.	1.00 hrs	310 /hr	\$310.00

=====			
Sandy, Sarah R.	1.10 hrs	245 /hr	\$269.50
TOTAL FEES			\$951.50
TOTAL CHARGES FOR THIS BILL			<u>\$951.50</u>

Please include the bill number on your check.

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 42
Invoice Date: 6/1/19
Due Date: 6/1/19
Case:
P.O. Number:

Bill To:
Poinciana West CDD
135 West Central Blvd
Suite 320
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - June 2019 1-310-513-34		3,750.00	3,750.00
Information Technology - June 2019 1-310-513-35		125.00	125.00
Dissemination Agent Services - June 2019 1-310-513-33		416.67	416.67
Office Supplies 1-310-513-51		17.77	17.77
Postage 1-310-513-42		7.34	7.34
Copies 1-310-513-425		91.80	91.80
Total			\$4,408.58
Payments/Credits			\$0.00
Balance Due			\$4,408.58

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 43**Invoice Date:** 6/1/19**Due Date:** 6/1/19**Case:****P.O. Number:****Bill To:**

Poinclana West CDD
135 West Central Blvd
Suite 320
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Field Management - June 2019 1-320-53812		833.33	833.33
#1			
Total			\$833.33
Payments/Credits			\$0.00
Balance Due			\$833.33



INVOICE

Page: 1(1)
www.clarke.com
TOLL-FREE: 800-323-5727
PHONE: 630-894-2000
AR Email: accountsreceivable@clarke.com,
AR Dept. Ext.: 3139

Payment Instructions: Clarke Environmental Mosquito Management, Inc.
Electronic: Bank of America - Account: 8666607231 - Routing: 071000039
Check: 16300 Collections Center Drive, Chicago, IL 60693

Customer #: P07800
Customer PO #: NA

Invoice #: 001006332
Invoice Date: 06/17/19
Terms: Net 30 Days
Due Date: 07/17/19

Poinciana West Community Dev. Dist.
9145 Narcoossee Road
Suite A206
Orlando, FL 32827-5768

George Flint

Agreement no 1000002502

Consultant Pete Deglomine - Salesman

Description	Total
-------------	-------

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT SERVICE

W9's can be found on our website at www.clarke.com
Service for June 2019

#5	Order total	1,833.33
Mosquito Mgmt Serv Jun/19		
1-320-538-471		

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

*** We accept ACH Payments ***	Total:	1,833.33
--------------------------------	--------	----------

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

Helping make communities around the world more livable, safe and comfortable.

a



INVOICE

Payment Instructions: Clarke Aquatic Services, Inc.

Electronic: Bank of America - Account: 8666607118 - Routing: 071000039

Check: 16308 Collections Center Drive, Chicago, IL 60693

Customer #: 088096

Customer PO #:

Poinciana West Community Dev. Dist.
9145 Narcoossee Rd.
Suite A206
Orlando, FL 32827-5768

George Flint

Invoice #: 000004102

Invoice Date: 06/17/19

Terms: Net 30 Days

Due Date: 07/17/19

Agreement no 1000002499

Consultant Pete Deglomini - Salesman

Description	Total
-------------	-------

CLARKE AQUATIC MAINTENANCE SERVICES

W9's can be found on our website at www.clarke.com

Service for June 2019

#20	4,750.00
Aquatic Maint. Svc June	
1-320-538-47	

Clarke Aquatic Services, Inc. is a Clarke Company

*** We accept ACH Payments ***	Total:	4,750.00
--------------------------------	--------	----------

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

Helping make communities around the world more livable, safe and comfortable.

GMS-Central Florida LLC

9145 Narcoossee Rd
Suite A206
Orlando, FL 32827

Invoice

Invoice #: CF0155
Invoice Date: 6/21/2019
Due Date: 7/21/2019

Bill To:

Poinciana West CDD
9145 Narcoossee Road
Suite A206
Orlando, FL 32827

#1
310-513-44

Hours/Qty	Description	Rate	Amount
3	Email Hosting Service Period of April 2019 to June 2019	11.10	33.30
Total			\$33.30



INVOICE

Page: 1(1)

www.clarke.com
TOLL-FREE: 800-323-5727
PHONE: 630-584-2000
AR Email: accountsreceivable@clarke.com,
AR Dept. Ext.: 3139

Payment Instructions: Clarke Environmental Mosquito Management, Inc.
Electronic: Bank of America - Account: 8666607231 - Routing: 071000039
Check: 16300 Collections Center Drive, Chicago, IL 60693

Customer #: P07800
Customer PO #: NA

Invoice #: 001006483
Invoice Date: 06/19/19
Terms: Net 30 Days
Due Date: 07/19/19



Poinciana West Community Dev. Dist.
9145 Narcoossee Road
Suite A206
Orlando, FL 32827-5768

George Flint

Agreement no 1000002502

Consultant Pete Deglomine - Salesman

Description	Total
-------------	-------

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT SERVICE

W9's can be found on our website at www.clarke.com

Addendum 1

\$150 per month - March, April, May, June

#5

Mosquito Mgmt - Add. Mar 19

1-320-538-471

Mosquito Mgmt - Add. 19

Mosquito Mgmt - Add. 19

Mosquito Mgmt - Add. 19

Grand Total

600.00

Agustine Midge Maysen

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

We accept ACH Payments	Total:	600.00
------------------------	--------	--------

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

Helping make communities around the world more livable, safe and comfortable.

a

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

June 21, 2019

Poinciana West Community Development District
George Flint, District Manager
Governmental Management Services
1412 S. Narcoossee Rd
St. Cloud, FL 34771

Bill Number 108024
Billed through 05/31/2019

RECEIVED
JUN 1 2019

IF 2
1-310-513-315
Gen. Counsel / Monthly Mtg May

General Counsel/Monthly Meeting
PWDD 00001 MCE

BY: _____

FOR PROFESSIONAL SERVICES RENDERED

05/01/19	MCE	Prepare budget, assessment notices and resolutions; review draft meeting minutes and provide comments; review agenda package.	0.60 hrs
05/02/19	MCE	Prepare for board meeting.	0.60 hrs
05/02/19	APA	Analyze agenda package; prepare agenda memorandum and notebook; finalize budget documents regarding fiscal year 2019/2020; transmit same.	2.20 hrs
05/03/19	SRS	Prepare for board meeting.	0.30 hrs
05/06/19	MCE	Research completion obligations for Flint.	0.30 hrs
05/07/19	SRS	Travel to and attend board meeting; return travel; board meeting follow-up.	7.00 hrs
05/08/19	APA	Follow-up on agenda items; analyze proposal approved; prepare agreement for repair of stormwater ponds.	2.10 hrs
05/10/19	JLK	Research with district management team, insurance providers and ADA consultants regarding policies, accessibility and requisite standards.	0.10 hrs
05/10/19	SRS	Prepare All Terrain agreement.	0.80 hrs
05/24/19	APA	Update district maintenance agreements chart.	0.30 hrs
05/30/19	CGS	Monitor proposed legislation which may impact district.	0.20 hrs
05/31/19	SRS	Follow-up regarding All Terrain contract.	0.30 hrs
Total fees for this matter			\$3,196.00

DISBURSEMENTS

Document Reproduction	33.50
Travel	370.66
Travel - Meals	23.35
Total disbursements for this matter	\$427.51

MATTER SUMMARY

Papp, Annie M. - Paralegal	4.60 hrs	125 /hr	\$575.00
Stuart, Cheryl G.	0.20 hrs	365 /hr	\$73.00
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Eckert, Michael C.	1.50 hrs	310 /hr	\$465.00
Sandy, Sarah R.	8.40 hrs	245 /hr	\$2,058.00

TOTAL FEES	\$3,196.00
TOTAL DISBURSEMENTS	\$427.51

TOTAL CHARGES FOR THIS MATTER	\$3,623.51
--------------------------------------	-------------------

BILLING SUMMARY

Papp, Annie M. - Paralegal	4.60 hrs	125 /hr	\$575.00
Stuart, Cheryl G.	0.20 hrs	365 /hr	\$73.00
Kilinski, Jennifer L.	0.10 hrs	250 /hr	\$25.00
Eckert, Michael C.	1.50 hrs	310 /hr	\$465.00
Sandy, Sarah R.	8.40 hrs	245 /hr	\$2,058.00

TOTAL FEES	\$3,196.00
TOTAL DISBURSEMENTS	\$427.51

TOTAL CHARGES FOR THIS BILL	\$3,623.51
------------------------------------	-------------------

Please include the bill number on your check.

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 44
Invoice Date: 7/1/19
Due Date: 7/1/19
Case:
P.O. Number:

Bill To:
Poinciana West CDD
135 West Central BLvd
Suite 320
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - July 2019		3,750.00	3,750.00
Information Technology - July 2019		125.00	125.00
Dissemination Agent Services - July 2019		416.67	416.67
Office Supplies		0.27	0.27
Postage		14.44	14.44
Copies		2.10	2.10
Total			\$4,308.48
Payments/Credits			\$0.00
Balance Due			\$4,308.48

GMS-Central Florida, LLC

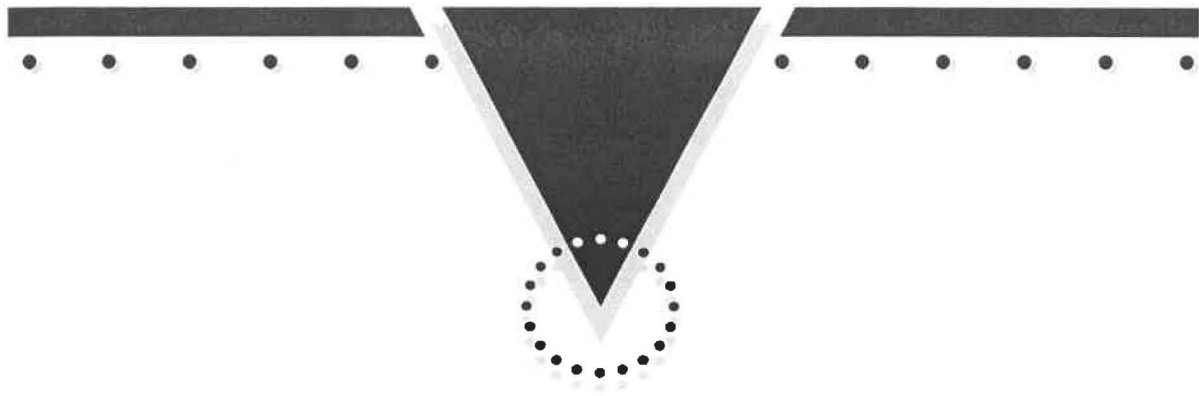
1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 45**Invoice Date:** 7/1/19**Due Date:** 7/1/19**Case:****P.O. Number:****Bill To:**

Poinciana West CDD
135 West Central BLvd
Suite 320
Orlando, FL 32801

1001 1001 1001	Description	1001 1001	Hours/Qty	Rate	Amount
	Field Management - July 2019			833.33	833.33
			Total		\$833.33
			Payments/Credits		\$0.00
			Balance Due		\$833.33

SECTION 2



Poinciana West
Community Development District

Unaudited Financial Reporting

June 30, 2019



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Debt Service Income Statement</u>
4	<u>Month to Month</u>
5	<u>FY19 Assessment Receipt Schedule</u>

Poinciana West
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
June 30, 2019

	General Fund	Debt Service Fund	Totals 2019
<u>ASSETS:</u>			
<u>CASH</u>			
OPERATING ACCOUNT - SUNTRUST	\$181,061	---	\$181,061
MONEY MARKET ACCOUNT	\$490,025	---	\$490,025
<u>INVESTMENTS</u>			
SERIES 2017			
RESERVE R1	---	\$391,332	\$391,332
RESERVE R2	---	\$121,919	\$121,919
REVENUE	---	\$281,899	\$281,899
REDEMPTION R1	---	\$1	\$1
REDEMPTION R2	---	\$17	\$17
DUE FROM DEVELOPER	\$22,638	---	\$22,638
DUE FROM GENERAL FUND	---	\$11,570	\$11,570
TOTAL ASSETS	<u>\$693,725</u>	<u>\$806,737</u>	<u>\$1,500,462</u>
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$13,632	---	\$13,632
DUE TO DEBT SERVICE	\$11,570	---	\$11,570
<u>FUND EQUITY:</u>			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE 2017	---	\$806,737	\$806,737
OPERATING RESERVE	\$65,156	---	\$65,156
UNASSIGNED	\$603,367	---	\$603,367
TOTAL LIABILITIES & FUND EQUITY	<u>\$693,725</u>	<u>\$806,737</u>	<u>\$1,500,462</u>

Poinciana West

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/19	ACTUAL THRU 6/30/19	VARIANCE
ASSESSMENTS - TAX COLLECTOR	\$291,294	\$291,294	\$292,607	\$1,313
INTEREST	\$3,000	\$2,250	\$3,706	\$1,456
TOTAL REVENUES	\$294,294	\$293,544	\$296,313	\$2,769

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISOR FEES	\$12,000	\$9,000	\$4,000	\$5,000
FICA EXPENSE	\$918	\$689	\$306	\$383
ENGINEERING	\$20,000	\$15,000	\$4,425	\$10,575
ATTORNEY	\$50,000	\$37,500	\$18,661	\$18,839
ARBITRAGE	\$450	\$450	\$450	\$0
DISSEMINATION	\$5,000	\$3,750	\$4,100	(\$350)
ANNUAL AUDIT	\$3,415	\$3,415	\$0	\$3,415
TRUSTEE FEES	\$7,050	\$7,050	\$7,004	\$46
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$45,000	\$33,750	\$33,750	\$0
INFORMATION TECHNOLOGY	\$1,500	\$1,125	\$3,625	(\$2,500)
TELEPHONE	\$100	\$75	\$45	\$30
POSTAGE	\$3,000	\$2,250	\$653	\$1,597
PRINTING & BINDING	\$1,500	\$1,125	\$414	\$711
INSURANCE	\$10,883	\$10,883	\$9,000	\$1,883
LEGAL ADVERTISING	\$2,500	\$1,875	\$1,481	\$394
OTHER CURRENT CHARGES	\$636	\$477	\$592	(\$115)
OFFICE SUPPLIES	\$200	\$150	\$369	(\$219)
PROPERTY APPRAISER	\$6,198	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0

FIELD:

FIELD MANAGEMENT	\$10,000	\$7,500	\$7,500	\$0
LANDSCAPE MAINTENANCE	\$56,294	\$42,221	\$42,220	\$0
AQUATIC CONTROL MAINTENANCE	\$57,000	\$42,750	\$42,750	\$0
AQUATIC MIDGE MANAGEMENT	\$32,000	\$24,000	\$17,100	\$6,900
R&M PLANT REPLACEMENT	\$10,000	\$7,500	\$50	\$7,450
STORM STRUCTURES REPAIRS	\$0	\$0	\$0	\$0
CONTINGENCY	\$10,000	\$7,500	\$1,650	\$5,850
CAPITAL OUTLAY	\$20,000	\$15,000	\$0	\$15,000

TOTAL EXPENDITURES	\$370,819	\$280,209	\$205,320	\$74,889
EXCESS REVENUES (EXPENDITURES)	(\$76,525)		\$90,993	
FUND BALANCE - BEGINNING	\$76,525		\$512,373	
FUND BALANCE - ENDING	\$0		\$603,367	

Poinciana West
COMMUNITY DEVELOPMENT DISTRICT

SERIES 2017
DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending June 30, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/19	ACTUAL THRU 6/30/19	VARIANCE
ASSESSMENTS - TAX COLLECTOR	\$1,050,687	\$1,050,687	\$1,055,403	\$4,716
INTEREST	\$100	\$75	\$2,374	\$2,299
TOTAL REVENUES	\$1,050,787	\$1,050,762	\$1,057,777	\$7,015

EXPENDITURES:

ADMINISTRATIVE
PROPERTY APPRAISER

\$22,355	\$0	\$0	\$0
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SERIES 2017 R-1

INTEREST - 11/1	\$194,316	\$194,316	\$194,316	\$0
PRINCIPAL - 05/1	\$395,000	\$395,000	\$395,000	\$0
INTEREST - 05/1	\$194,316	\$194,316	\$194,316	\$0
SPECIAL CALL - 05/1	\$0	\$0	\$5,000	(\$5,000)

SERIES 2017 R-2

INTEREST - 11/1	\$75,831	\$75,831	\$75,831	\$0
PRINCIPAL - 05/1	\$85,000	\$85,000	\$85,000	\$0
INTEREST - 05/1	\$75,831	\$75,831	\$75,831	\$0
SPECIAL CALL - 05/1	\$0	\$0	\$35,000	(\$35,000)

TOTAL EXPENDITURES	\$1,042,649	\$1,020,294	\$1,060,294	(\$40,000)
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EXCESS REVENUES (EXPENDITURES)	\$8,138	(\$2,517)
---------------------------------------	----------------	------------------

FUND BALANCE - BEGINNING	\$292,350	\$809,255
---------------------------------	------------------	------------------

FUND BALANCE - ENDING	\$300,488	\$806,737
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Poinciana West
Community Development District

REVENUES:

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
ASSESSMENTS - TAX COLLECTOR	\$0	\$49,965	\$214,644	\$12,249	\$3,763	\$2,715	\$6,677	\$705	\$1,889	\$0	\$0	\$0	\$292,607
INTEREST	\$413	\$400	\$427	\$430	\$381	\$421	\$407	\$420	\$407	\$0	\$0	\$0	\$3,706
TOTAL REVENUES	\$413	\$50,365	\$215,071	\$12,679	\$4,144	\$3,136	\$7,085	\$1,125	\$2,296	\$0	\$0	\$0	\$296,313

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISOR FEES	\$0	\$600	\$400	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0	\$0	\$0	\$0	\$4,000
FICA EXPENSE	\$0	\$46	\$31	\$77	\$0	\$77	\$0	\$77	\$0	\$0	\$0	\$0	\$306
ENGINEERING	\$0	\$738	\$590	\$590	\$0	\$1,180	\$295	\$1,033	\$0	\$0	\$0	\$0	\$4,425
ATTORNEY	\$106	\$7,707	\$342	\$2,706	\$172	\$3,054	\$952	\$3,624	\$0	\$0	\$0	\$0	\$18,661
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450	\$0	\$0	\$0	\$0	\$450
DISSEMINATION	\$417	\$417	\$417	\$417	\$417	\$767	\$417	\$417	\$417	\$0	\$0	\$0	\$4,100
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$7,004	\$0	\$0	\$0	\$0	\$0	\$0	\$7,004
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
MANAGEMENT FEES	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$33,750
INFORMATION TECHNOLOGY	\$125	\$125	\$125	\$2,625	\$125	\$125	\$125	\$125	\$125	\$0	\$0	\$0	\$3,625
TELEPHONE	\$0	\$13	\$5	\$0	\$27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45
POSTAGE	\$49	\$315	\$1	\$82	\$22	\$63	\$24	\$79	\$7	\$0	\$0	\$0	\$653
PRINTING & BINDING	\$120	\$7	\$118	\$2	\$36	\$0	\$36	\$3	\$92	\$0	\$0	\$0	\$414
INSURANCE	\$9,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000
LEGAL ADVERTISING	\$0	\$351	\$328	\$267	\$0	\$267	\$267	\$0	\$0	\$0	\$0	\$0	\$1,481
OTHER CURRENT CHARGES	\$49	\$69	\$48	\$117	\$64	\$62	\$60	\$62	\$61	\$0	\$0	\$0	\$592
OFFICE SUPPLIES	\$1	\$0	\$18	\$0	\$40	\$15	\$0	\$277	\$18	\$0	\$0	\$0	\$369
PROPERTY APPRAISER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175

FIELD:

FIELD MANAGEMENT	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$0	\$0	\$0	\$7,500
LANDSCAPE MAINTENANCE	\$4,691	\$4,691	\$4,691	\$4,691	\$4,691	\$4,691	\$4,691	\$4,691	\$4,691	\$0	\$0	\$0	\$42,220
AQUATIC CONTROL MAINTENANCE	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$4,750	\$0	\$0	\$0	\$42,750
AQUATIC MIDGE MANAGEMENT	\$1,833	\$1,833	\$1,833	\$1,833	\$1,833	\$1,833	\$1,833	\$1,833	\$1,833	\$0	\$0	\$0	\$17,100
R&M PLANT REPLACEMENT	\$0	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50
STORM STRUCTURES REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$1,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TOTAL EXPENDITURES	\$32,549	\$26,294	\$18,280	\$23,751	\$16,760	\$29,621	\$18,184	\$23,153	\$16,727	\$0	\$0	\$0	\$205,320
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EXCESS REVENUES/(EXPENDITURES)	(\$32,136)	\$24,071	\$196,791	(\$11,073)	(\$12,617)	(\$26,485)	(\$11,099)	(\$22,028)	(\$14,432)	\$0	\$0	\$0	\$90,993
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Poinciana West COMMUNITY DEVELOPMENT DISTRICT

SPECIAL ASSESSMENTS FY2019 RECEIPTS

MAINTENANCE

GROSS ASSESSMENTS \$ 309,892.74
CERTIFIED NET ASSESSMENTS \$ 291,299.18
100%

DATE	DISTRIBUTION	GROSS ASSESSMENTS RECEIVED	DISCOUNTS	COMMISSIONS PAID	INTEREST INCOME	NET ASSESSMENTS RECEIVED	GENERAL FUND
11/14/18	ACH	\$ 1,305.99	\$ 52.22	\$ 25.08	\$ -	\$ 1,228.69	\$ 1,228.69
11/20/18	ACH	\$ 4,277.90	\$ 219.74	\$ 81.16	\$ -	\$ 3,977.00	\$ 3,977.00
11/23/18	ACH	\$ 7,089.66	\$ 283.48	\$ 136.12	\$ -	\$ 6,670.06	\$ 6,670.06
11/30/18	ACH	\$ 40,485.69	\$ 1,618.82	\$ 777.34	\$ -	\$ 38,089.53	\$ 38,089.53
12/12/18	ACH	\$ 71,703.59	\$ 2,866.46	\$ 1,376.74	\$ -	\$ 67,460.39	\$ 67,460.39
12/28/18	ACH	\$ 156,440.34	\$ 6,252.93	\$ 3,003.75	\$ -	\$ 147,183.66	\$ 147,183.66
1/15/19	ACH	\$ 12,504.94	\$ 380.54	\$ 242.49	\$ -	\$ 11,881.91	\$ 11,881.91
1/31/19	ACH	\$ -	\$ -	\$ -	\$ 367.02	\$ 367.02	\$ 367.02
2/15/19	ACH	\$ 3,917.97	\$ 78.33	\$ 76.79	\$ -	\$ 3,762.85	\$ 3,762.85
3/15/19	ACH	\$ 2,798.55	\$ 28.05	\$ 55.41	\$ -	\$ 2,715.09	\$ 2,715.09
4/15/19	ACH	\$ 6,800.03	\$ -	\$ 136.00	\$ -	\$ 6,664.03	\$ 6,664.03
4/16/19	ACH	\$ -	\$ -	\$ -	\$ 13.19	\$ 13.19	\$ 13.19
5/15/19	ACH	\$ 719.18	\$ -	\$ 14.38	\$ -	\$ 704.80	\$ 704.80
6/17/19	ACH	\$ 1,537.36	\$ -	\$ 30.75	\$ -	\$ 1,506.61	\$ 1,506.61
6/19/19	ACH	\$ 389.94	\$ -	\$ 7.80	\$ -	\$ 382.14	\$ 382.14
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COLLECTED		\$ 309,971.14	\$ 11,780.57	\$ 5,963.81	\$ 380.21	\$ 292,606.97	\$ 292,606.97
PERCENTAGE COLLECTED							100%

DEBT SERVICE

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

DATE	DISTRIBUTION	GROSS ASSESSMENTS RECEIVED	DISCOUNTS	COMMISSIONS PAID	INTEREST INCOME	NET ASSESSMENTS RECEIVED	DEBT SERVICE FUND
11/14/18	ACH	\$ 4,806.06	\$ 192.22	\$ 92.28	\$ -	\$ 4,521.56	\$ 4,521.56
11/20/18	ACH	\$ 15,742.68	\$ 808.53	\$ 298.68	\$ -	\$ 14,635.47	\$ 14,635.47
11/23/18	ACH	\$ 24,030.30	\$ 961.10	\$ 461.38	\$ -	\$ 22,607.82	\$ 22,607.82
11/30/18	ACH	\$ 141,435.48	\$ 5,656.79	\$ 2,715.57	\$ -	\$ 133,063.12	\$ 133,063.12
12/12/18	ACH	\$ 258,377.48	\$ 10,331.72	\$ 4,960.92	\$ -	\$ 243,084.84	\$ 243,084.84
12/28/18	ACH	\$ 570,209.92	\$ 22,797.19	\$ 10,948.25	\$ -	\$ 536,464.48	\$ 536,464.48
1/15/19	ACH	\$ 45,330.98	\$ 1,379.53	\$ 879.03	\$ -	\$ 43,072.42	\$ 43,072.42
1/31/19	ACH	\$ -	\$ -	\$ -	\$ 1,323.67	\$ 1,323.67	\$ 1,323.67
2/15/19	ACH	\$ 13,731.60	\$ 274.60	\$ 269.14	\$ -	\$ 13,187.86	\$ 13,187.86
3/15/19	ACH	\$ 9,612.12	\$ 96.15	\$ 190.32	\$ -	\$ 9,325.65	\$ 9,325.65
4/15/19	ACH	\$ 25,025.02	\$ -	\$ 500.50	\$ -	\$ 24,524.52	\$ 24,524.52
4/26/19	ACH	\$ -	\$ -	\$ -	\$ 47.21	\$ 47.21	\$ 47.21
5/15/19	ACH	\$ 2,646.60	\$ -	\$ 52.93	\$ -	\$ 2,593.67	\$ 2,593.67
6/17/19	ACH	\$ 5,657.44	\$ -	\$ 113.15	\$ -	\$ 5,544.29	\$ 5,544.29
6/19/19	ACH	\$ 1,434.96	\$ -	\$ 28.70	\$ -	\$ 1,406.26	\$ 1,406.26
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COLLECTED		\$ 1,118,040.64	\$ 42,497.83	\$ 21,510.85	\$ 1,370.88	\$ 1,055,402.84	\$ 1,055,402.84
PERCENTAGE COLLECTED							100%

SECTION 3

**NOTICE OF MEETING DATES
POINCIANA WEST
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the *Poinciana West Community Development District* will hold the regularly scheduled public meetings for **Fiscal Year 2020** at **9:30 a.m. in the Starlite Ballroom at 384 Village Drive, Poinciana, Florida 34759** on the third Wednesday each month as follows unless indicated otherwise:

October 16, 2019
November 20, 2019
December 18, 2019
January 15, 2020
February 19, 2020
March 18, 2020
April 15, 2020
May 20, 2020
June 17, 2020
July 15, 2020
August 19, 2020
September 16, 2020

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager at 135 W. Central Blvd., Suite 320, Orlando, FL 32801.

A meeting may be continued to a date, time, and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors may participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
Governmental Management Services – Central Florida, LLC
District Manager

SECTION 4

REBATE REPORT

Poinciana West Community Development District

(Polk County, Florida)

**\$11,215,000 Senior Special Assessment
Refunding Bonds, Series 2017-1**

**\$2,945,000 Subordinate Special Assessment
Refunding Bonds, Series 2017-2**

**Dated: February 1, 2017
Delivered: February 1, 2017**

**Rebate Report to the Computation Date
February 1, 2022
Reflecting Activity To
January 31, 2019**



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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

May 14, 2019

Poinciana West Community Development District
c/o Ms. Teresa Viscarra
Governmental Management Services-- CF, LLC
1412 S. Narcoossee Road
St. Cloud, FL 34771

Re: Poinciana West Community Development District (Polk County, Florida) \$11,215,000
Senior Special Assessment Refunding Bonds, Series 2017-1 & \$2,945,000 Subordinate
Special Assessment Refunding Bonds, Series 2017-2

Dear Ms. Viscarra:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Poinciana West Community Development District (the "District")

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986 (the "Code"), as amended, and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of January 31, 2020. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Analyst

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the February 1, 2022 Computation Date
Reflecting Activity from February 1, 2017 through January 31, 2019

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Escrow Fund	0.478253%	16,440.13	(182,135.88)
Debt Service Reserve Fund R1	0.234561%	1,840.03	(42,129.82)
Debt Service Reserve Fund R2	0.234589%	571.66	(13,087.04)
Cost of Issuance Fund	0.171979%	13.02	(429.22)
Totals	0.421884%	\$18,864.84	\$(237,781.96)
Bond Yield	4.743860%		
Rebate Computation Credit			(2,050.67)
Net Rebatable Arbitrage			\$(239,832.63)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage and Yield Reduction Liability, investment activity is reflected from February 1, 2017, the date of the closing, to January 31, 2019, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of February 1, 2022.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between February 1, 2017 and January 31, 2019, the District made periodic payments into the Interest and Sinking Fund Accounts, which were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f) (4) (A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Interest and Sinking Fund Accounts and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

February 1, 2022.

7. Computation Period

The period beginning on February 1, 2017, the date of the closing, and ending on January 31, 2019.

8. Temporary Period

The period ending three years from the date of the closing during which time arbitrage profits and losses may be blended.

9. Yield Reduction Period

The period subsequent to the Temporary Period that proceeds are yield restricted to the yield on the Bonds, plus 0.125%.

10. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of issuance.

11. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

12. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

13. Issue Price

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

14. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

15. Yield Reduction Liability

The Rebatale Arbitrage accumulated after the Temporary Period, at the bond yield plus 0.125%.

16. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from records provided the District and US Bank, Trustee, as follows:

Fund/Account Name	Account Number
Revenue	274037000
Interest R1	274037001
Interest R2	274037002
Sinking R1	274037003
Sinking R2	274037004
Prepayment R1	274037005
Prepayment R2	274037006
Debt Service Reserve R1	274037007
Debt Service Reserve R2	274037008
Cost of Issuance	274037009

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatale Arbitrage and Yield Reduction Liability as of January 31, 2019, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to February 1, 2022. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on February 1, 2022, is the Rebatale Arbitrage and Yield Reduction Liability.

Poinciana West Community Development District
(Polk County, Florida)
\$11,215,000 Senior Special Assessment Refunding Bonds, Series 2017-1
\$2,945,000 Subordinate Special Assessment Refunding Bonds, Series 2017-2
Delivered: February 1, 2017

SOURCES	2017-1 Bonds	2017-2 Bonds	Totals
Par Amount	\$11,215,000.00	\$2,945,000.00	\$14,160,000.00
Net Original Issue Discount	-128,871.45	-42,730.75	-171,602.20
Prior Construction Fund Monies	8,269.89		8,269.89
Prior Deferred Costs Fund Monies	223,343.07		223,343.07
Prior Revenue Fund Monies	32.13		32.13
Prior Prepayment Fund Monies	74,383.79		74,383.79
Prior Reserve Fund Monies	764,573.96	203,241.17	967,815.13
Totals	\$12,156,731.39	\$3,105,510.42	\$15,262,241.81

USES	2017-1 Bonds	2017-2 Bonds	Totals
Escrow Fund	\$10,862,679.00	\$2,895,684.00	\$13,758,363.00
– Cash Deposit	1.71		1.71
Debt Service Reserve Fund	392,336.72	121,825.78	514,162.50
Deferred Costs Obligation Settlement	230,555.57		230,555.57
Bond Insurance Premium	335,633.54		335,633.54
Cost of Issuance Fund	167,299.85	43,825.64	211,125.49
Underwriter's Discount	168,225.00	44,175.00	212,400.00
Totals	\$12,156,731.39	\$3,105,510.42	\$15,262,241.82

PROOF OF ARBITRAGE YIELD

Poinciana West Community Development District
(Polk County, Florida)

\$11,215,000 Senior Special Assessment Refunding Bonds, Series 2017-1
\$2,945,000 Subordinate Special Assessment Refunding Bonds, Series 2017-2

Date	Debt Service	Present Value
		to 02/01/2017 @ 4.7438600233%
05/01/2017	752,178.13	743,413.18
11/01/2017	276,146.88	266,605.32
05/01/2018	741,146.88	698,959.57
11/01/2018	270,146.88	248,866.73
05/01/2019	750,146.88	675,044.34
11/01/2019	263,665.63	231,770.75
05/01/2020	758,665.63	651,440.29
11/01/2020	256,386.88	215,049.84
05/01/2021	766,386.88	627,928.92
11/01/2021	248,231.25	198,672.61
05/01/2022	773,231.25	604,519.12
11/01/2022	239,168.75	182,651.90
05/01/2023	784,168.75	584,989.93
11/01/2023	229,471.88	167,219.70
05/01/2024	794,471.88	565,529.95
11/01/2024	219,121.88	152,363.85
05/01/2025	804,121.88	546,181.74
11/01/2025	207,806.25	137,877.38
05/01/2026	817,806.25	530,034.26
11/01/2026	195,716.88	123,908.45
05/01/2027	830,716.88	513,741.64
11/01/2027	182,880.63	110,478.70
05/01/2028	842,880.63	497,388.83
11/01/2028	169,408.75	97,652.84
05/01/2029	859,408.75	483,913.72
11/01/2029	154,611.88	85,041.35
05/01/2030	874,611.88	469,917.65
11/01/2030	138,793.13	72,843.95
05/01/2031	888,793.13	455,664.60
11/01/2031	122,064.38	61,129.76
05/01/2032	907,064.38	443,732.19
11/01/2032	104,535.00	49,953.24
05/01/2033	929,535.00	433,897.14
11/01/2033	85,537.50	39,002.88
05/01/2034	945,537.50	421,151.17
11/01/2034	65,717.50	28,592.98
05/01/2035	970,717.50	412,563.05
11/01/2035	44,825.00	18,609.59
05/01/2036	989,825.00	401,415.48
11/01/2036	23,002.50	9,112.34
05/01/2037	1,018,002.50	393,933.36
	21,296,656.99	13,652,764.26

PROOF OF ARBITRAGE YIELD

Poinciana West Community Development District
(Polk County, Florida)

\$11,215,000 Senior Special Assessment Refunding Bonds, Series 2017-1
\$2,945,000 Subordinate Special Assessment Refunding Bonds, Series 2017-2

Proceeds Summary

Delivery date	02/01/2017
Par Value	14,160,000.00
Premium (Discount)	-171,602.20
Arbitrage expenses	-335,633.54
Target for yield calculation	13,652,764.26

BOND DEBT SERVICE

Poinciana West Community Development District
(Polk County, Florida)\$11,215,000 Senior Special Assessment Refunding Bonds, Series 2017-1
\$2,945,000 Subordinate Special Assessment Refunding Bonds, Series 2017-2

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2017	610,000	** %	142,178.13	752,178.13	752,178.13
11/01/2017			276,146.88	276,146.88	
05/01/2018	465,000	** %	276,146.88	741,146.88	1,017,293.76
11/01/2018			270,146.88	270,146.88	
05/01/2019	480,000	** %	270,146.88	750,146.88	1,020,293.76
11/01/2019			263,665.63	263,665.63	
05/01/2020	495,000	** %	263,665.63	758,665.63	1,022,331.26
11/01/2020			256,386.88	256,386.88	
05/01/2021	510,000	** %	256,386.88	766,386.88	1,022,773.76
11/01/2021			248,231.25	248,231.25	
05/01/2022	525,000	** %	248,231.25	773,231.25	1,021,462.50
11/01/2022			239,168.75	239,168.75	
05/01/2023	545,000	** %	239,168.75	784,168.75	1,023,337.50
11/01/2023			229,471.88	229,471.88	
05/01/2024	565,000	** %	229,471.88	794,471.88	1,023,943.76
11/01/2024			219,121.88	219,121.88	
05/01/2025	585,000	** %	219,121.88	804,121.88	1,023,243.76
11/01/2025			207,806.25	207,806.25	
05/01/2026	610,000	** %	207,806.25	817,806.25	1,025,612.50
11/01/2026			195,716.88	195,716.88	
05/01/2027	635,000	** %	195,716.88	830,716.88	1,026,433.76
11/01/2027			182,880.63	182,880.63	
05/01/2028	660,000	** %	182,880.63	842,880.63	1,025,761.26
11/01/2028			169,408.75	169,408.75	
05/01/2029	690,000	** %	169,408.75	859,408.75	1,028,817.50
11/01/2029			154,611.88	154,611.88	
05/01/2030	720,000	** %	154,611.88	874,611.88	1,029,223.76
11/01/2030			138,793.13	138,793.13	
05/01/2031	750,000	** %	138,793.13	888,793.13	1,027,586.26
11/01/2031			122,064.38	122,064.38	
05/01/2032	785,000	** %	122,064.38	907,064.38	1,029,128.76
11/01/2032			104,535.00	104,535.00	
05/01/2033	825,000	** %	104,535.00	929,535.00	1,034,070.00
11/01/2033			85,537.50	85,537.50	
05/01/2034	860,000	** %	85,537.50	945,537.50	1,031,075.00
11/01/2034			65,717.50	65,717.50	
05/01/2035	905,000	** %	65,717.50	970,717.50	1,036,435.00
11/01/2035			44,825.00	44,825.00	
05/01/2036	945,000	** %	44,825.00	989,825.00	1,034,650.00
11/01/2036			23,002.50	23,002.50	
05/01/2037	995,000	** %	23,002.50	1,018,002.50	1,041,005.00
	14,160,000		7,136,656.99	21,296,656.99	21,296,656.99

Poinciana West Community Development District
(Polk County, Florida)
\$11,215,000 Senior Special Assessment Refunding Bonds, Series 2017-1
\$2,945,000 Subordinate Special Assessment Refunding Bonds, Series 2017-2
Escrow Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.743860%)
02/01/17	Beg Bal	-13,758,363.00	-17,393,047.16
05/01/17		13,774,803.13	17,210,911.28

02/01/22	TOTALS:	16,440.13	-182,135.88

ISSUE DATE:	02/01/17	REBATABLE ARBITRAGE:	-182,135.88
COMP DATE:	02/01/22	NET INCOME:	16,440.13
BOND YIELD:	4.743860%	TAX INV YIELD:	0.478253%

Poinciana West Community Development District
(Polk County, Florida)
\$11,215,000 Senior Special Assessment Refunding Bonds, Series 2017-1
\$2,945,000 Subordinate Special Assessment Refunding Bonds, Series 2017-2
Debt Service Reserve Fund R1

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.743860%)
02/01/17	Beg Bal	-392,336.72	-495,984.23
05/01/18		2,129.58	2,538.93
01/31/19	MMkt Bal	391,945.95	451,198.96
01/31/19	MMkt Acc	101.22	116.52

02/01/22	TOTALS:	1,840.03	-42,129.82

ISSUE DATE:	02/01/17	REBATABLE ARBITRAGE:	-42,129.82
COMP DATE:	02/01/22	NET INCOME:	1,840.03
BOND YIELD:	4.743860%	TAX INV YIELD:	0.234561%

Poinciana West Community Development District
(Polk County, Florida)
\$11,215,000 Senior Special Assessment Refunding Bonds, Series 2017-1
\$2,945,000 Subordinate Special Assessment Refunding Bonds, Series 2017-2
Debt Service Reserve Fund R2

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.743860%)
02/01/17	Beg Bal	-121,825.78	-154,009.71
05/01/18		526.69	627.93
01/31/19	MMkt Bal	121,839.29	140,258.52
01/31/19	MMkt Acc	31.46	36.22

02/01/22	TOTALS:	571.66	-13,087.04

ISSUE DATE:	02/01/17	REBATABLE ARBITRAGE:	-13,087.04
COMP DATE:	02/01/22	NET INCOME:	571.66
BOND YIELD:	4.743860%	TAX INV YIELD:	0.234589%

Poinciana West Community Development District
(Polk County, Florida)
\$11,215,000 Senior Special Assessment Refunding Bonds, Series 2017-1
\$2,945,000 Subordinate Special Assessment Refunding Bonds, Series 2017-2
Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.743860%)
02/01/17	Beg Bal	-211,125.49	-266,900.62
02/01/17		87,000.00	109,983.66
02/01/17		5,250.00	6,636.94
02/01/17		1,250.00	1,580.22
02/01/17		35,000.00	44,246.30
02/01/17		2,500.00	3,160.45
02/01/17		10,000.00	12,641.80
02/01/17		19,500.00	24,651.51
02/02/17		1,000.00	1,264.02
02/02/17		7,817.18	9,881.04
02/06/17		20,000.00	25,267.14
06/01/17		17,282.92	21,509.92
06/01/17		4,538.41	5,648.40

02/01/22	TOTALS:	13.02	-429.22

ISSUE DATE:	02/01/17	REBATABLE ARBITRAGE:	-429.22
COMP DATE:	02/01/22	NET INCOME:	13.02
BOND YIELD:	4.743860%	TAX INV YIELD:	0.171979%

Poinciana West Community Development District
(Polk County, Florida)
\$11,215,000 Senior Special Assessment Refunding Bonds, Series 2017-1
\$2,945,000 Subordinate Special Assessment Refunding Bonds, Series 2017-2
Rebate Computation Credit

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.743860%)
02/01/18		-1,700.00	-2,050.67

02/01/22	TOTALS:	-1,700.00	-2,050.67

ISSUE DATE: 02/01/17 REBATABLE ARBITRAGE: -2,050.67
COMP DATE: 02/01/22
BOND YIELD: 4.743860%

SECTION D

SECTION 1

Poinciana West Community Development District



July 17, 2019

Clayton Smith - Field Services Manager

GMS

Poinciana West
Community Development District

Field Management Report

July 17, 2019

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

RE: Poinciana CDD – July 17, 2019

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

Completed Items

Skimmer Repair

- ✚ Broken and damaged skimmer edges were repaired.



- ✚ Skimmers were repaired on Ponds 2, 3, 13, and 20.



In progress

MES Erosion Repair

- ✚ Bank restoration will be performed to correct erosion around Mitered end sections on pond 16.
- ✚ Further MES erosion repair on pond 2.



Dry Pond Mowing



- ✚ Dry ponds are very wet, and not able to managed with the large mower at this time again.
- ✚ String trimming is scheduled week of 7.8.17

In Progress

Pond Aquatic Maintenance

- ✚ Spraying and management of aquatic weeds and algae is ongoing.
- ✚ Many ponds have shown positive results after treatments.
- ✚ Treatment reports attached.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith



PW Monthly Treatment Report

Date between : 06/01/2019 and 06/30/2019

Customer Site ID	Treatment Date	Condition/Weeds Treated
16A	6/14/19	Clean
4A	6/14/19	Clean
Pond 1	6/4/19	Alligator Weed
Pond 1	6/4/19	Pennywort
Pond 1	6/4/19	Shoreline Grasses
Pond 10	6/26/19	Filamentous
Pond 10	6/26/19	Hydrilla
Pond 11	6/25/19	Clean
Pond 12	6/26/19	Filamentous
Pond 12	6/26/19	Hydrilla
Pond 13	6/14/19	Alligator Weed
Pond 13	6/14/19	Pennywort
Pond 13	6/14/19	Shoreline Grasses
Pond 15	6/14/19	Alligator Weed
Pond 15	6/14/19	Pennywort
Pond 15	6/14/19	Shoreline Grasses
Pond 16	6/14/19	Alligator Weed
Pond 16	6/14/19	Pennywort
Pond 16	6/14/19	Shoreline Grasses
Pond 17	6/14/19	Alligator Weed
Pond 17	6/14/19	Pennywort
Pond 17	6/14/19	Shoreline Grasses
Pond 18	6/14/19	Alligator Weed
Pond 18	6/14/19	Pennywort
Pond 18	6/14/19	Shoreline Grasses
Pond 2	6/25/19	Clean
Pond 20	6/18/19	Duckweed
Pond 20	6/18/19	Filamentous
Pond 20	6/18/19	Spike Rush
Pond 21	6/18/19	Alligator Weed
Pond 21	6/18/19	Filamentous
Pond 21	6/18/19	Hydrilla
Pond 21	6/18/19	Pennywort
Pond 21	6/18/19	Shoreline Grasses
Pond 22	6/18/19	Alligator Weed
Pond 22	6/18/19	Filamentous
Pond 22	6/18/19	Pennywort
Pond 22	6/18/19	Shoreline Grasses
Pond 3	6/25/19	Clean
Pond 4	6/25/19	Clean
Pond 5	6/26/19	Filamentous
Pond 5	6/26/19	Hydrilla

Pond 6	6/26/19	Clean
Pond 7	6/26/19	Filamentous
Pond 7	6/26/19	Hydrilla
Pond 8	6/25/19	Clean
Pond 9	6/26/19	Filamentous
Pond 9	6/26/19	Hydrilla



**PWCDD Monthly Midge Treatment Report
June 2019**

Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
PWCDD Truck ULV	Ponds 5, 8, & 9	6/5/19	6/5/19	2	mi	0.44	gal
PWCDD ATV ULV	Ponds 5, 8, & 9	6/10/19	6/10/19	2.2	mi	0.49	gal
PWCDD ATV ULV	Ponds 5, 8, & 9	6/10/19	6/10/19	2.2	mi	0.35	gal
PWCDD Truck ULV	Ponds 5, 8, & 9	6/14/19	6/14/19	1.4	mi	0.36	gal
PWCDD Truck ULV	Ponds 5, 8, & 9	6/17/19	6/17/19	2.1	mi	0.47	gal
PWCDD ATV ULV	Ponds 5, 8, & 9	6/21/19	6/21/19	1.8	mi	0.32	gal
PWCDD Truck ULV	Ponds 5, 8, & 9	6/24/19	6/24/19	2.2	mi	0.5	gal
PWCDD ATV ULV	Ponds 5, 8, & 9	6/27/19	6/27/19	2	mi	0.34	gal
Total For The Month				15.90	mi	3.27	gal

Abate 5% Pellets Larvicide Ponds	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
NONE FOR JUNE						
Total For The Month			0.00	ac	0.00	lb

Abate 4E Larvicide Ponds	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
9	6/12/19	6/12/19	2.67	ac	4	oz
Total For The Month			2.67	ac	4.00	oz



Poinciana West Community Development District
Monthly Midge Treatment Report

June 1, 2019-June 30, 2019

Night Truck Spray

- 8.5 Miles were sprayed

ATV ULV Spray

- 7.4 Miles were sprayed

Backpack Pellet Larvicide

- 0 Acres were treated

Boat Larvicide Treatments

- 2.67 Acres were treated

SECTION 2

Customer Complaint Log Poinciana West CDD

Date	Resident	Address	Pond	Contact	Complaint	Assigned To	Resolution	Date Resolved
4/15/19	Becky Duval	622 Irvine Ranch Road	P-20	585-415-5035	Algae on pond	Clayton Smith	Sprayed	4/22/19
4/22/19	Cindy Snider	432 Bel Air Way	P-21	863-421-0002	Midges	Clayton Smith	Sprayed	4/22/19
4/22/19	Salters Alston	622 Irvine Ranch Road	P-20	585-750-9235	Algae on pond	Clayton Smith	Sprayed	4/22/19
4/26/19	Becky Duval	622 Irvine Ranch Road	P-20	585-415-5035	Algae on pond, dead grass on bank	Clayton Smith	Sprayed	4/22/19
4/30/19	Ronald Woodsen	594 San Joaquin Road	P-22	863-496-7295	Midges	Clayton Smith	Sprayed	4/22/19
5/2/19	Diana Hillyer	116 Palazzo Lane	P-19B	407-821-9913	Trash in pond	Clayton Smith	Picked up	5/10/19
5/2/19	Cindy Snider	432 Bel Air Way	P-21	863-421-0002	Midges	Clayton Smith	Sprayed	5/10/19
5/17/19	Salters Alston	622 Irvine Ranch Road	P-20	585-750-9235	Algae on pond	Clayton Smith	Sprayed	6/4/19
5/24/19	Richard Weiss	443 Indian Wells	P-1	863-427-9672	Excessive grass	Clayton Smith	Sprayed	6/4/19
5/29/19	Ronald Woodsen	594 San Joaquin Road	P-22	863-496-7295	Midges	Clayton Smith	Sprayed	6/4/19
5/31/19	Marilyn Glaser	660 Tapatio Lane	P-9	863-496-1182	Trash in pond	Clayton Smith	Cleaned up	6/4/19
6/7/19	William Mann	394 Scripps Ranch Road	P-3	863-496-0299	Bottlebrush tree overgrown	Clayton Smith	Floralawn to trim week of 6/17	6/12/19
6/24/19	Sandra Winsett	915 Ladera Ranch Road	P-15	swinsett007@yahoo.com	Algae on pond, midges	Clayton Smith	Sprayed	6/26/19
6/24/19	Bruce Menzies	532 Villa Park Road	P-6	863-496-5861	Algae on pond, dead fish	Clayton Smith	Sprayed, fish picked up	6/25/19
6/25/19	Richard Weiss	443 Indian Wells	P-1	863-427-9672	Excessive grass	Clayton Smith	Sprayed	6/25/19
6/28/19	Linda Jolly	442 Villa Park Road	P-6	781-264-0729	Midges	Clayton Smith	Sprayed	7/11/19
7/5/19	Elizabeth Weiss	443 Indian Wells	P-1	863-427-9672	Excessive grass	Clayton Smith	Sprayed	7/11/19