

*Poinciana West
Community Development District*

Agenda Package

September 18, 2019

AGENDA

Poinciana West

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

September 11, 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, September 18, 2019 at 9:30 AM at the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Pledge of Allegiance
3. Public Comment Period on Agenda Items
4. Approval of Minutes of the July 17, 2019 Meeting
5. Organizational Matters
 - A. Discussion of Process of Filling Vacancy in Seat #3 with a Term Ending November 2020
6. Discussion of Merger of Poinciana and Poinciana West CDDs
7. Review of Revised Rules of Procedure and Setting a Public Hearing
8. Discussion of Videotaping Board Meetings
9. Consideration of Landscape Maintenance Agreement with Floralawn Landscape
10. Consideration of Proposals for Stocking Pond 6 with Fish
11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - 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 – November 20, 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 approval of minutes of the July 17, 2019 meetings. The minutes are enclosed for your review.

The fifth order of business is Organizational Matters. Section A is the discussion of process for filling the Board vacancy in Seat #3 with a term ending November 2020. This is an open discussion item.

The sixth order of business is the discussion of a potential merger of the Poinciana and Poinciana West CDDs. This is an open discussion item and no back-up material is available.

The seventh order of business is the review of the revised proposed Rules of Procedure and setting a public hearing to adopt revised rules. A copy of the memorandum summarizing changes and the proposed Rules are enclosed for your review.

The eighth order of business is the discussion of videotaping Board meetings. This is an open discussion item and any back-up materials will be presented at the meeting.

The ninth order of business is the consideration of the landscape maintenance agreement with Floralawn Landscape. A copy of the agreement is enclosed for your review.

The tenth order of business is the consideration of proposals for stocking Pond 6 with fish. Copies of the proposals will be provided under separate cover.

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. Section D is the Field Manager's Report. The report containing the monthly treatment reports is 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. Flint", is written over a horizontal line.

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 Wednesday, July 17, 2019 at 9:30 a.m. in Mosaics, 388 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

| | |
|-----------------|---------------------|
| Charles Case | 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 |
| Residents | |

The following is a summary of the discussions and actions taken at the July 17, 2019 Poinciana West Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Case called the meeting to order, called roll, and 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

Before opening public comment period Mr. Case noted that Supervisor Lenny Vento, the Vice Chairman of the Board of Supervisors, passed away the week before. Mr. Case spoke about Mr. Vento for a time and expressed his condolences. Ms. Bzdweka spoke next about Mr. Vento and stated he will be very missed. Ms. Gregory expressed her condolences as well. Mr. LaRue

noted that he attended Mr. Vento's celebration of life and stated that it was a testament to Lenny's popularity within the community. Mr. Eckert spoke about the pleasure of working with Lenny since he joined the Board. Ms. Leo noted that she only knew Lenny in a professional capacity but he will be missed. Mr. Flint expressed his condolences. The Board members took a moment of silence in remembrance of Mr. Vento.

Mr. Case asked for any members of the public that would like to comment on agenda items to do so at this time. There were no comments, the next item followed.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Discussion of Process to Fill Seat #3 Board Vacancy

Mr. Case noted he was not prepared to discuss this item and suggested the item be tabled to the next meeting. The Board agreed the item should be tabled.

FIFTH ORDER OF BUSINESS

Approval of Minutes of the March 19, 2019 and May 7, 2019 Meetings

Mr. Case presented the minutes of the March 19, 2019 meeting and asked for comments, questions, or changes. Mr. LaRue stated his opinion that there should be a live recording, preferably a video recording, of the meetings so everyone can watch. Mr. LaRue noted he had no comments or changes to the March 19, 2019 minutes that were in the agenda.

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| On MOTION by Ms. Bzdweka, seconded by Mr. LaRue, with all in favor, the Minutes of the March 19, 2019 Meeting, were approved. |
|---|

Mr. Case presented the minutes of the May 7, 2019 meeting and asked for comments or changes to the minutes. Mr. LaRue noted the second bullet point on page 5 needed clarification. Mr. Eckert suggested they might have meant down instead of done. Mr. LaRue asked for clarification on the third bullet point on page 6, regarding the comment from Mr. Case. Mr. Case noted he questioned the attorney about reviewing the Ethics Law to see if anyone on the Board was involved with any contributions or support of the firm representing Poinciana. Mr. Flint noted at this point in the meeting the issue at hand is if the minutes accurately reflect what was said, and he believed they did. If the Board needs to have a discussion about the content being

talked about and not the accuracy of the minutes, that can be brought up under the attorney section. Mr. Eckert noted he planned to bring it up.

Mr. LaRue noted on page 8 there was discussion on the revised Check Register from March 11th through April 30th. He noted there was a corrected check register that was presented at the meeting for the sum of \$69,727.83 and that should be corrected in the meeting minutes. Mr. Flint stated that was correct and they would get that changed. Mr. LaRue had no other changes. Ms. Gregory voiced her opinion that they should video record the meetings or live stream them. Mr. Flint noted he would discuss the topic of video recording later in the meeting.

On MOTION by Ms. Bzdweka, seconded by Mr. Case, with all in favor, the Minutes of the May 7, 2019 Meeting, as amended, were approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2019-06 Amending the Location of the Fiscal Year 2020 Budget Hearing

Mr. Flint presented Resolution 2019-06. He noted the original resolution set the public hearing as being in the ballroom. Because of the renovations that room is not available, and the new resolution is amending the location of the public hearing.

On MOTION by Mr. LaRue, seconded by Ms. Bzdweka, with all in favor, Resolution 2019-06 Amending the Location of the Fiscal Year 2020 Budget Hearing, was approved.

SEVENTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2019-07 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations

Mr. Flint asked for a motion to open the public hearing.

On MOTION by Ms. Bzdweka, seconded by Ms. Gregory, with all in favor, the Public Hearing on Resolution 2019-07 and Resolution 2019-08 was opened.

Mr. Flint presented Resolution 2019-07. He noted at a prior meeting the Board had approved a proposed budget and set the date, place, and time of the public hearing for today for the final consideration. Mr. Flint reviewed the revised proposed budget, and noted it was different than what the Board had seen in May. He noted the main difference on the revenue side

in the new version of the budget was that they were proposing a Capital Reserve Fund be created. The assessment line item remains the same, there is no proposed increase in the per unit Operations & Maintenance assessment. The carryforward surplus increased to \$348,853. All but \$33,000 of that will get moved to a Capital Reserve Fund. Page 6 shows a transfer in of \$315,592. This segregates those funds from the General Reserve so they are set aside for any future projects like lake bank restoration, or storm water structure repair, failed pipes, etc. Those would be expensed out of your Capital Reserve Fund. It makes it easier to see what you have in Reserves.

Mr. Flint reviewed the operating expenses in the 2020 budget compared to 2019. The operating expenses are going down by \$46,000. The majority of that is engineering, attorney's fees, etc. As a result of meeting every other month, there's a \$6,000 savings.

Mr. Flint noted it is not a requirement to create the Capital Reserve Fund and the Board could choose to decide to leave it the way it was in the past. In that case, they would change the carry forward to \$33,261 and remove the transfer out to Capital Reserves. Mr. Case asked for any comments or changes.

Mr. Case asked for any comments from the public on the budget. A Resident asked if going forward will future budgets be based on the actual expenditure. Mr. Flint noted they tried up the line items based on what the current year projected actuals are.

Mr. Robert Santiago (1250 Cambria Bend) asked for clarification on Capital Expenditures. Mr. Flint clarified that if they put that number on the General Fund, it would be budgeted twice. The resident asked about attorney's fees, Mr. Eckert and Mr. Flint noted they were suggesting a \$20,000 reduction. Mr. Flint noted they suggested the attorney's fees go from \$50,000 to \$30,000. He also noted that Engineering went from \$20,000 to \$15,000 and Supervisor's fees from \$12,000 to \$6,000.

Mr. Flint stated if it was more confusing to create a new account, they could use the old system if the Board chose to. Mr. LaRue suggested continuing the old method. The Board agreed to Mr. LaRue's suggestion.

Resident (759 San Raphael Street) inquired about the balance sheet, he asked if the \$350,000 is required to be with SunTrust. He noted he receives 2.5%. Mr. Flint noted the types of investments are specifically stated in the Statutes, it includes local government investments pools which the SBA is the primary one. He stated the District is limited in what they can invest

in because it needs to be stable. The Board briefly discussed the pros and cons of different accounts and the risks. The Board noted they would research all their options and choose the option that is both safe and benefits Poinciana West.

Mr. Case asked for any further public comments regarding the budget or assessments. Hearing none, a motion to close the public hearing was requested.

On MOTION by Ms. Bzdweka, seconded by Ms. Gregory, with all in favor, Closing the Public Hearing on Resolution 2019-07 and Resolution 2019-08, was approved.

Ms. Gregory brought up the \$23,000 being used to correct the water systems, and asked Ms. Leo if they are anticipating any other extraordinary expenses. Mr. Eckert stated they will be acquiring two more ponds at some point. Ms. Leo noted the budget estimate for Engineering was a fair estimate. Mr. LaRue questioned if a projection of \$15,000 was necessary if the closeout for 2019 was \$7,000. Ms. Leo noted they had not done an annual inspection this year, and that is an expense they will have next year.

Ms. Gregory pointed out the \$2,000 that Sarah, who attended the meeting in May, charged the Board for 7 hours. Ms. Gregory suggested video conferencing to cut down on travel expenses. Mr. Eckert pointed out that Sarah traveled to the meeting, attended the meeting, and prepared for the meeting and that was all included in the 7 hours. Mr. Eckert stated that travel time is split among other meetings they have in the area. Ms. Bzdweka stated that she was tired of addressing the same topics repeatedly at every meeting.

Mr. Flint noted that Mr. Eckert can participate at meetings via conference calls, if the Board wanted to take that route. Ms. Gregory asked Mr. Flint for clarification about the \$5,000 line item titled assessment administration. Mr. Flint stated they maintain the assessment roll for the District, and in the contract there is a \$5,000 fee to maintain the assessment roll. They maintain the lien book with parcel ID's, how much they pay in debt, how much they pay in O&M, if they have prepaid the debt. It must be certified to the County annually for it to be placed on the tax bill.

Ms. Gregory asked about newspaper advertisement fees. Mr. Eckert noted they did not change the laws and it is still required to be printed and advertised in the newspaper. Mr. Flint stated they have very limited options when it comes to advertising in a newspaper of general circulation.

Mr. Flint continued explaining changes to the budget. He proposed increase the interest earnings up to \$4,500. They would reduce the carryforward to \$39,261 which totals \$335,055. Under expenses in Capital Outlay, they will change that from \$0 to \$10,000. Transfer out will change from \$315,592 to \$0. The Board agreed with Mr. Flint's suggestions.

On MOTION by Mr. LaRue, seconded by Ms. Gregory, with all in favor, Resolution 2019-07 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2019-08 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint explained this resolution imposes the annual Operations & Maintenance Assessment. He reviewed the attached exhibits, the budget and the assessment roll. The assessment roll lists every parcel ID and what the per unit assessment is. The O&M Assessment is not changing, it remains at \$186.57 per year.

On MOTION by Ms. Bzdweka, seconded by Ms. Gregory, with all in favor, Resolution 2019-08 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

EIGHTH ORDER OF BUSINESS

Ratification of Agreement with All Terrain Tractor Service, Inc. for Stormwater System Repair Services

Mr. Flint noted the Board had previously approved the stormwater repairs and delegated authority to the Chairman to make the final determination based on an NTE. The agreement with All Terrain Tractor Service was brought to the Board to be ratified. The All Terrain Agreement is for \$16,462.

On MOTION by Ms. Gregory, seconded by Ms. Bzdweka, with all in favor, the Agreement with All Terrain Tractor Service, Inc. for Stormwater System Repair Services, was ratified.

NINTH ORDER OF BUSINESS

Ratification of Agreement with Lake & Wetland Management Orlando, Inc. for Stormwater System Erosion Repair Services

Mr. Flint noted the agreement with Lake & Wetland Management is for \$5,000. Mr. LaRue questioned if work would be delayed, Mr. Smith stated work had already started by All Terrain. Ms. Gregory asked why there was no end date for either agreement. Mr. Smith stated

there is no set time frame but he will supervise the work and make sure it is being completed in a timely manner. Mr. Flint noted this work is highly dependent on the weather, but they do have a 30-day written termination with no cause.

On MOTION by Ms. Gregory, seconded by Ms. Bzdweka, with all in favor, the Agreement with Lake & Wetland Management Orlando, Inc. for Stormwater System Erosion Repair Services, was approved.

TENTH ORDER OF BUSINESS

Discussion of Landscape Maintenance Agreement with Floralawn, Inc.

Mr. Flint noted this was placed on the agenda at the Board's request because the agreement with Floralawn is coming up for renewal on October 31st. The Board discussed their options of renewing, extending, or doing otherwise. Mr. LaRue and Mr. Smith discussed the scope of work Floralawn does. Mr. LaRue requested that there be a written description of the scope of work. Mr. Flint stated they would update the map and scope of work and bring the item back for discussion at the September meeting.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Eckert spoke on the ongoing litigation. The next hearing is September 5th at 11:00 a.m. and that is on the people who contested the bond validation's motion to extend time to respond to the District's request for discovery to prove the cost they are seeking. It is not a hearing on the Motion to Tax Costs.

Mr. Eckert noted he represents the Board as an entity as a whole. He does not represent individual Board members nor does he give legal advice to individual Board members regarding their own conduct. He stated he has no knowledge that any member of the Board has committed any violation of the Code of Ethics. Mr. Eckert reviewed the Florida Statutes that cover voting conflicts and conflicts of interest.

B. Engineer

Ms. Leo noted that engineering has been quiet, and they are doing maintenance as needed. They are considered ways to decrease their costs as well, including attendance of meetings.

C. District Manager

i. Approval of Check Register

Mr. Flint presented the Check Register from May 1st through July 11th for the General Fund and payroll totaling \$46,739.96. Mr. Flint asked for any questions. The Board had no questions or comments. Ms. Gregory and Mr. LaRue opposed the vote and the motion failed.

On MOTION by Ms. Bzdweka, seconded by Mr. Case, with Ms. Gregory and Mr. LaRue opposed, the Check Register for May 1st through July 11th, Failed to Pass the Motion.

Mr. Eckert noted if they were not going to approve the check register, they would need to provide some direction to the Manager on what process he should have going forward. If check registers are not approved, audits might not be approved. Audits are based on the check registers, and those types of things could cause issues with bonds in the future.

Mr. Flint noted he had no questions regarding the check register prior to the meeting or at the meeting.

On MOTION by Ms. Bzdweka, seconded by Ms. Gregory, with all in favor, the Check Register for May 1st through July 11th, was approved.

i. Balance Sheet and Income Statement

Mr. Flint presented the Unaudited Financial Statements through June 30th, the General and Debt Service Funds. He noted in the General Fund, they are slightly over 100% collected on the O&M Assessments. On the expense side, they are \$75,000 under the prorated budget of \$280,000. The expenses are underbudget and revenue is slightly over. The Board had no questions on the balance sheet and income statements.

On MOTION by Mr. LaRue, seconded by Ms. Bzdweka, with all in favor, approval of the June Financial Statements, were approved.

ii. Approval of Fiscal Year 2020 Meeting Schedule

Mr. Flint asked if the intent of the Board was to meet every other month. The Board agreed. The Board chose to meet the third Wednesday of November, January, March, May, July 22nd, and September at 9:30 a.m. in the Starlite Ballroom.

On MOTION by Ms. Gregory, seconded by Ms. Bzdweka, with all in favor, the Fiscal Year 2020 Meeting Schedule, was approved.

iii. Presentation of Arbitrage Rebate Calculation Report

Mr. Flint noted District is required to have an Arbitrage Rebate Calculation Report done in order to ensure they are not earning more interest than they are paying. The IRS requires this be done. Amtec did the report, the report shows a negative rebateable arbitrage of \$239,832. He noted that a negative arbitrage is what you want to see.

Mr. Flint noted at the last meeting it was requested that he research information regarding having a court reporter attend, and what it would cost to video. He stated they contacted five companies and the hourly rate for the first hour ranges anywhere from \$75-\$100. Every hour after that is anywhere from \$55-\$80. To have the meeting transcribed, it's a per page charge of anywhere between \$4.25-\$6.50 per page. Mr. Flint noted they were easily looking at \$2,000 a year. If the Board wanted to live stream a video, they would have to have closed captions in order for it to be ADA compliant. Price ranges from \$1-\$3 per minute. Ms. Gregory suggested putting the meetings on Channel 732. Mr. Flint noted they would have to discuss that with whoever interfaces that channel. Ms. Gregory noted that she would research more and come up with additional options. Mr. LaRue stated they took videos of the meetings up until September of 2018, he asked who decided they weren't going to videotape anymore.

Mr. Eckert noted the CDD did not orchestrate the videotaping, that was done by someone who was not affiliated with the CDD. Mr. Case suggested putting this item on the next agenda to discuss further.

D. Field Manager**i. Field Manager's Report**

Mr. Smith presented the Field Manager's report. Skimmers were repaired on ponds 2, 3, 13, and 20. In progress items are the bank restorations and wetlands. The dry ponds are not able

to be mowed due to how wet they are, string trimming is scheduled for July. Spraying and management of aquatic weeds and algae is ongoing, and treatments appear to be working.

Mr. LaRue asked how far the pond bank could be restored? Mr. Smith stated they can go about 15 feet. He noted they recommended bringing in soil because the quality of the soil already there was so bad. Mr. Smith stated that Poinciana West has a hydrilla problem, and Clarke is dealing with the issue. Mr. LaRue stated he spoke with a resident and she said the midges are still an issue, but he did not see her call on the compliant log. Mr. Smith noted he would get with Lauren and see why it wasn't on the log. Mr. LaRue asked if there was a fish kill in pond 6, Mr. Smith stated that five or six fish died most likely from the hydrilla.

ii. Customer Complaint Log

Mr. Smith presented the customer complaint log and the Board discussed putting more fish in the ponds to try to help the midge problem. Mr. Smith noted he will solicit bids for fish in Pond 6.

TWELTH ORDER OF BUSINESS

Supervisor's Request

Mr. Case asked for any Supervisor's Requests. The Board had no requests.

THIRTEENTH ORDER OF BUSINESS

General Audience Comments

Resident (Unidentified) noted the Board should negotiate the attorney or law firms disbursements. The resident brought up the discovery that the Board discussed during the meeting, and stated it was odd that no one had come back with an actual amount of time they would like for discovery. The resident also noted that typically the Chairman requests a motion, that's given and seconded and then voted on. He questioned whether under Robert's Law the Chairman should actually vote on any resolution. The resident asked for clarification on the arbitrage rebate calculation as well.

Mr. Eckert noted that by law, the Board is not required to adopt Robert's Rules of Order. It is in the Board's adopted Rules of Procedure they specifically don't adopt them. He noted the Chairman is entitled to vote and make motions and second just like the other supervisors. He stated those are the Rules of Procedure for all 200+ districts his firm represents.

Mr. Flint stated the arbitrage report is in the agenda, which can be found online on the CDD's website. He noted the website explains why they do it, the requirement, and the detailed calculation. Mr. Flint noted if the resident had questions after reviewing the report on the CDD's website, he would gladly talk with him.

Ms. Trudy Robertson (306 Moorpark Way) asked if the process of electing or replacing a supervisor was stated in the bylaws. Mr. Flint noted anytime there is a vacancy during the term of office, the remaining Board members appoint the replacement through the end of that term. Mr. Case noted if there is a vacancy, they notify the community and request resumes. The Board evaluates the resumes and try to come to a conclusion. Mr. Flint noted that 5 Board members is the limit.

Ms. Sally May (518 San Joaquin Road) inquired about the preserves. She asked if they were walked or checked like the dry ponds. She noted that the preserve behind her house is building with water. She also asked Mr. Smith to check on the vines to see if they were invasive, as it could lead to them losing trees. Ms. Leo noted the wetlands Ms. May was referring to are under a Conservation Easement, and they are not supposed to do anything to them. Ms. Leo noted that Mr. Smith would take a look around the area. Ms. May stated she hoped the Board could learn to work together. Mr. Case thanked Ms. May.

FOURTEENTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

FIFTEENTH ORDER OF BUSINESS

**Next Meeting Date – September 18, 2019
at 12:30 P.M.**

Mr. Case announced that the next meeting was on September 18, 2019 at 9:30 a.m.

SIXTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Gregory, seconded by Mr. LaRue, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VII

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: Poinciana West Community Development District
Board of Supervisors

FROM: Michael C. Eckert
Sarah R. Sandy

RE: Updated Provisions of the District's Rules of Procedure

DATE: August 23, 2019

Please find attached to this memorandum an updated version of the Poinciana West Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact either of us via e-mail at MichaelE@hgslaw.com or SarahS@hgslaw.com or via phone at 850-222-7500.

Costs Associated with Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended, or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity, but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes, but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Memorandum to the Poinciana West CDD Board of Supervisors
August 23, 2019
Page 5 of 5

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

AMENDED AND RESTATED
RULES OF PROCEDURE
COMMUNITY DEVELOPMENT DISTRICT

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Rule 1.0 General.

- (1) The _____ Community Development District (the "District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

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Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by ~~resident electors~~ the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located, ~~and~~ and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference ~~shall~~ be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and

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conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

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- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

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**Rule 1.2 District Offices; Public Information and Inspection of Records; Policies;
Service Contract Requirements; Financial Disclosure Coordination.**

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

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as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) **Service Contracts.** Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) **Fees: Copies.** Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in ~~the~~ this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed ~~twenty-five dollars (\$25.00)~~, then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

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the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, ~~119.07~~, Fla. Stat.

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Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language:- "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at () . If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop 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 the appeal is to be based."

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- (f) The following or substantially similar language:- “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare ~~a notice and an agenda~~ of the meeting/hearing/workshop. The ~~notice and agenda~~ and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least ~~seventy-two (72) hours~~ seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor's requests and comments
- Public comment
- Adjournment

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- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

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published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's ~~attorneys~~ attorney must request such session at a public meeting. ~~Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. -The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy~~

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related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article I of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

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Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

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by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to ~~consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule.~~ However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

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(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the

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existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “substantial hardship” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “principles of fairness” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

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- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within ~~sixty (60)~~ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

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Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one~~two million dollars (\$~~1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~five~~two hundred thousand dollars (\$~~50~~200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of ~~labor or materials for the construction, renovation, repair, modification, or~~ demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

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- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

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that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.
- (l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

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- (o) "Request for Proposals" or "RFP" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

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- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

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Rule 3.1 Procedure Under ~~The~~ Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable ~~federal licenses in good standing, if any;~~
 - ~~(b) Hold all required applicable state professional licenses in good standing;~~
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

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~~notices by mail.~~ The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if, less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

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with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications.

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Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

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Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the ~~audit~~ auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of ~~Audit~~ Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an ~~audit~~ auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee ~~should~~ shall include at least three individuals, ~~some or all of whom may~~ at least one of whom must also serve as members be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

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- (i) Hold all required applicable ~~federal~~state professional licenses in good standing, ~~if any~~;
- (ii) Hold all required applicable ~~state~~professional~~federal~~ licenses in good standing, ~~if any~~;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) ~~Understanding of scope of work;~~
 - (iv) ~~Ability to furnish the required services; and~~
 - (v) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

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- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) ~~Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm.~~ or document in its public records the reason for not selecting the highest-ranked qualified firm.

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- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than ~~July 1~~ June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule; but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule

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shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

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Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. ~~Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.~~
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and

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offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

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Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

- (i) Hold ~~the~~all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

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(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

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(3) Suspension, Revocation, or Denial of Qualification

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(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

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vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

~~(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.~~

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(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to ~~provide written notice~~ by electronic mail, ~~United States Mail~~, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
- (i) Hold ~~the all~~ required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as including~~ but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

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accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the construction services without further competitive selection processes.~~
- (3) Sole Source: Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the ~~contractor contract; or~~
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

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- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,

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competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as~~ including but not limited to reemployment assistance, safety, tax withholding, worker's compensation,

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unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) ~~proposals~~ Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no ~~proposals~~ Responsive Proposals are received, the District may ~~take whatever steps reasonably necessary in order to proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.~~
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand

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delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. ~~Failing accord~~Should the Board be unable to negotiate a satisfactory contract with the- firm considered to be the second most qualified firm, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate negotiations.-be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.

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- (3) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

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Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

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Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

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lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) ~~bids, proposals, replies~~ Responsive Bids, Proposals, Replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best~~

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interests of the District, which steps may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer~~ a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

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Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) ~~Hold the all required applicable state professional licenses in good standing;~~
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

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entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.~~
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.~~ a maximum period of five (5) years.
- (5) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the ~~contractor to comply with public records laws.~~
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

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Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts: Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

~~Rule 3.11~~ ~~Protests~~ **With Respect To Proceedings under Rules 3.1, 3.2, 3.3,
3.4, 3.5, 3.6, 3.8, and 3.9,**

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with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

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(1) **Filing.**

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require

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any person who files a notice of protest ~~to~~ must post ~~at~~ the protest bond in the. The amount equal to 1% of the anticipated contract amount that is the subject of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

- (a) Administer oaths and affirmations;
- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;

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- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

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Rule 4.0 Effective Date.

These Rules shall be effective _____, 2018, 20, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

SECTION IX

**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 ____ 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

Floralawn Inc., a Florida corporation, whose mailing 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, areas depicted in the map attached hereto as **Exhibit B** (“**Landscape Maintenance Map**”), 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 the District’s Field Services Manager. 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, 2019, through October 31, 2020, unless terminated earlier in accordance with the terms of this Agreement. The Agreement may be renewed for two (2) additional one (1)-year terms on the same terms provided herein, in the District’s sole discretion.
- B. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Fifty-Six Thousand Two Hundred Ninety-Three Dollars and Ninety-Two Cents (\$56,293.92) per year (“**Annual Contract Amount**”), payable in twelve (12) equal monthly installments of Four Thousand Six Hundred 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. Additional services involving the installation of pine straw/mulch and annuals are not included in the Annual Contract Amount 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 as further provided in Section 4. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement as further provided in Section 4.
- 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 supervisors, 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 S. Combee Road
Lakeland, Florida 33801
Attn: _____
- B. If to District:** Poinciana West Community Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: District Manager
- With a copy to:** Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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.

- 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 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, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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 **George 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, GMS-CENTRAL FLORIDA, LLC, AT (407) 841-5524,

**GFLINT@GMSCFL.COM, OR 135 WEST CENTRAL BOULEVARD,
SUITE 320, ORLANDO, FLORIDA 32801.**

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. 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 the 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 the 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.

SECTION 26. 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., a Florida corporation

(Signature of Witness)

By: _____
Its: _____

(Print Name of Witness)

Exhibit A: Scope of Services

Exhibit B: Landscape Maintenance 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 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 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.*

***Does not include dry pond basins**

- **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.

12. 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 ensure 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 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

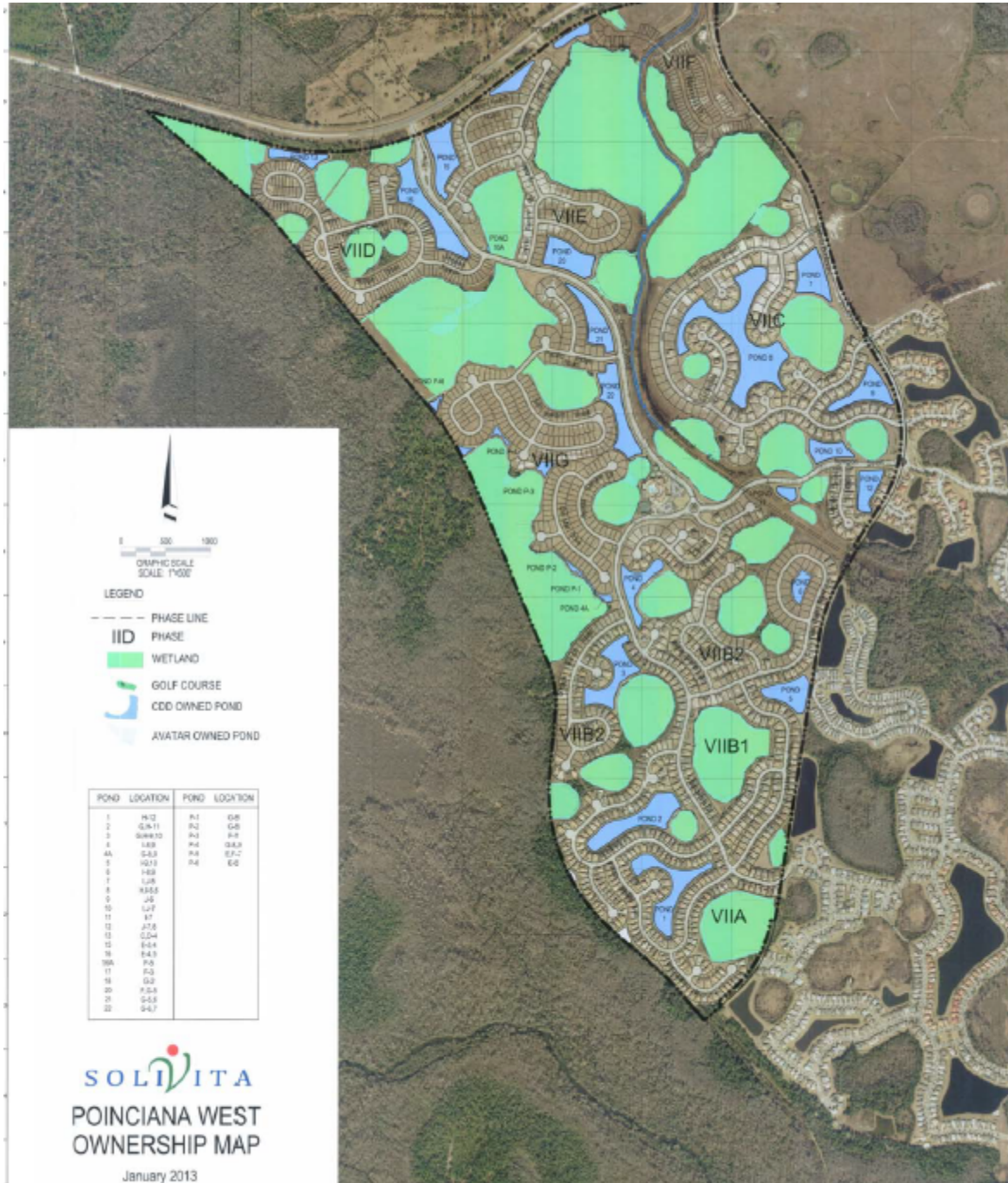


Exhibit C

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.

SECTION X

*This item will be provided under
separate cover*

SECTION XI

SECTION C

SECTION 1

Poinciana West Community Development District

Summary of Check Register

July 1, 2019 to September 11, 2019

| Fund | Date | Check No.'s | | Amount |
|--------------|------------------|-------------|----|------------------|
| General Fund | 7/18/19 | 1580-1585 | \$ | 15,901.89 |
| | 7/23/19 | 1586 | \$ | 744.50 |
| | 7/30/19 | 1587 | \$ | 2,500.00 |
| | 8/6/19 | 1588-1589 | \$ | 5,871.16 |
| | 8/12/19 | 1590 | \$ | 5,327.85 |
| | 8/13/19 | 1591 | \$ | 14,276.45 |
| | 8/20/19 | 1592-1594 | \$ | 9,656.54 |
| | 8/26/19 | 1595 | \$ | 295.00 |
| | 9/4/19 | 1596-1597 | \$ | 14,291.16 |
| | 9/9/19 | 1598 | \$ | 5,168.06 |
| | 9/10/19 | 1599-1600 | \$ | 3,632.00 |
| | 9/11/19 | 1601 | \$ | 413.14 |
| | | | \$ | 78,077.75 |
| Payroll | <u>July 2019</u> | | | |
| | Charles Case III | 50058 | \$ | 184.70 |
| | Peggy Gregory | 50059 | \$ | 184.70 |
| | Roy LaRue | 50060 | \$ | 184.70 |
| | Shirley Bzdewka | 50061 | \$ | 184.70 |
| | | | \$ | 738.80 |
| | | | \$ | 78,816.55 |

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/11/19
 *** CHECK DATES 07/11/2019 - 09/11/2019 *** POINCIANA WEST - GENERAL FUND
 BANK A GENERAL FUND

PAGE 1

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|-----------------------------------|--------|----------|-----------------------------|
| 7/18/19 | 00022 | 6/26/19 346064 | 201906 310-51300-32200 | FY18 AUDIT SERVICES | * | 3,415.00 | |
| | | | | BERGER TOOMBS ELAM GAINES & FRANK | | | 3,415.00 001580 |
| 7/18/19 | 00005 | 7/15/19 1007414 | 201907 320-53800-47100 | MOSQUITO MGMT SERV JUL19 | * | 1,983.33 | |
| | | | | CLARKE ENVIRONMENTAL MOSQUITO | | | 1,983.33 001581 |
| 7/18/19 | 00020 | 7/15/19 4385 | 201907 320-53800-47000 | AQUATIC MAINT. SRVC JUL19 | * | 4,750.00 | |
| | | | | CLARKE AQUATIC SERVICES, INC | | | 4,750.00 001582 |
| 7/18/19 | 00007 | 7/01/19 4024-R | 201907 320-53800-46200 | LAWN MAINTENANCE JUL19 | * | 4,691.16 | |
| | | | | FLORALAWN 2, LLC | | | 4,691.16 001583 |
| 7/18/19 | 00016 | 7/03/19 2139664 | 201905 310-51300-31100 | INTERIM ENG. SRVCS-JUN19 | * | 341.40 | |
| | | | | GAI CONSULTANTS, INC | | | 341.40 001584 |
| 7/18/19 | 00010 | 6/28/19 L060G0IX | 201906 310-51300-48000 | PUB.HEAR. 07/17-1ST PRINT | * | 360.50 | |
| | | 7/05/19 L060G0IX | 201907 310-51300-48000 | PUB.HEAR. 07/17-2ND PRINT | * | 360.50 | |
| | | | | THE LEDGER | | | 721.00 001585 |
| 7/23/19 | 00002 | 7/19/19 108650 | 201906 310-51300-31500 | GEN.COUNSEL/MTHLY MTG JUN | * | 744.50 | |
| | | | | HOPPING GREEN & SAMS | | | 744.50 001586 |
| 7/30/19 | 00029 | 7/30/19 1336 | 201907 320-53800-48100 | 50% MOB.DEP-EROSION RPR | * | 2,500.00 | |
| | | | | LAKE & WETLAND MANAGEMENT ORLANDO | | | 2,500.00 001587 |
| 8/06/19 | 00007 | 8/01/19 4117 | 201908 320-53800-46200 | LAWN MAINTENANCE AUG19 | * | 4,691.16 | |
| | | | | FLORALAWN 2, LLC | | | 4,691.16 001588 |
| 8/06/19 | 00016 | 7/30/19 2140792 | 201907 310-51300-31100 | INTERIM ENG. SRVCS-JUL19 | * | 1,180.00 | |
| | | | | GAI CONSULTANTS, INC | | | 1,180.00 001589 |
| 8/12/19 | 00001 | 8/01/19 47 | 201908 310-51300-34000 | MANAGEMENT FEES-AUG19 | * | 3,750.00 | |
| | | 8/01/19 47 | 201908 310-51300-35200 | INFORMATION TECH-AUG19 | * | 125.00 | |

POIW POIN WEST CDD TVISCARRA

AP300R

*** CHECK DATES 07/11/2019 - 09/11/2019 ***

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
POINCIANA WEST - GENERAL FUND
BANK A GENERAL FUND

RUN 9/11/19

PAGE 2

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|-------------------------------------|--------|-----------|----------------------------|
| | | 8/01/19 47 | 201908 310-51300-31300 | | * | 416.67 | |
| | | | DISSEMINATION FEE-AUG19 | | | | |
| | | 8/01/19 47 | 201908 310-51300-51000 | | * | 18.46 | |
| | | | OFFICE SUPPLIES | | | | |
| | | 8/01/19 47 | 201908 310-51300-42000 | | * | 42.04 | |
| | | | POSTAGE | | | | |
| | | 8/01/19 47 | 201908 310-51300-42500 | | * | 142.35 | |
| | | | COPIES | | | | |
| | | 8/01/19 48 | 201908 320-53800-12000 | | * | 833.33 | |
| | | | FIELD MANAGEMENT-AUG19 | | | | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES-CF | | | 5,327.85 001590 |
| 8/13/19 00023 | | 8/07/19 4651671 | 201908 300-13100-10200 | | * | 11,177.52 | |
| | | | PROP. APPRAISER FEE | | | | |
| | | 8/07/19 4651671 | 201908 310-51300-49100 | | * | 3,098.93 | |
| | | | PROP. APPRAISER FEE | | | | |
| | | | | POLK COUNTY PROPERTY APPRAISER | | | 14,276.45 001591 |
| 8/20/19 00005 | | 8/15/19 1008361 | 201908 320-53800-47100 | | * | 1,983.33 | |
| | | | MOSQUITO MGMT SERV AUG19 | | | | |
| | | | | CLARKE ENVIRONMENTAL MOSQUITO | | | 1,983.33 001592 |
| 8/20/19 00020 | | 8/15/19 4652 | 201908 320-53800-47000 | | * | 4,750.00 | |
| | | | AQUATIC MAINT. SRVC AUG19 | | | | |
| | | | | CLARKE AQUATIC SERVICES, INC | | | 4,750.00 001593 |
| 8/20/19 00002 | | 8/20/19 109283 | 201907 310-51300-31500 | | * | 2,923.21 | |
| | | | GEN.COUNSEL/MTHLY MTG JUL | | | | |
| | | | | HOPPING GREEN & SAMS | | | 2,923.21 001594 |
| 8/26/19 00016 | | 8/26/19 2141783 | 201908 310-51300-31100 | | * | 295.00 | |
| | | | INTERIM ENG. SRVCS-AUG19 | | | | |
| | | | | GAI CONSULTANTS, INC | | | 295.00 001595 |
| 9/04/19 00025 | | 7/02/19 19-0685 | 201906 320-53800-48100 | | * | 9,600.00 | |
| | | | MOBILIZE/POND SKIMMER RPR | | | | |
| | | | | ALL TERRAIN TRACTOR SERVICE, INC. | | | 9,600.00 001596 |
| 9/04/19 00007 | | 9/01/19 4212 | 201909 320-53800-46200 | | * | 4,691.16 | |
| | | | LAWN MAINTENANCE SEP19 | | | | |
| | | | | FLORALAWN 2, LLC | | | 4,691.16 001597 |
| 9/09/19 00001 | | 9/01/19 49 | 201909 310-51300-34000 | | * | 3,750.00 | |
| | | | MANAGEMENT FEES-SEP19 | | | | |
| | | 9/01/19 49 | 201909 310-51300-35200 | | * | 125.00 | |
| | | | INFORMATION TECH-SEP19 | | | | |

POIW POIN WEST CDD TVISCARRA



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

RECEIVED
JUL 02 2019

BY:-----

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT
1412 S. NARCOOSSEE RD
ST. CLOUD, FL 34771

Invoice No. 346064
Date 06/26/2019
Client No. 20897

Services rendered in connection with the audit of the Basic Financial Statements
as of and for the year ended September 30, 2018.

Total Invoice Amount \$ 3,415.00

*22

APR Audit - 10/12/23

1-310-813-322

Please enter client number on your check.
Finance charges are calculated on balances over 30 days old at an annual percentage rate of 18%.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms
Private Companies Practice Section

Member FICPA



INVOICE

Page: 1(1)

www.clarke.com
TOLL-FREE: 800-323-5727
PHONE: 630-894-2000
AR Email: accountsreceivable@clarke.com

Customer #: P07800
Customer PO #: NA

B
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T
O
Poinciana West Community Dev. Dist.
9145 Narcoossee Road
Suite A206
Orlando, FL 32827-5768
George Flint

Invoice #: 001007414
Invoice Date: 07/15/19
Terms: Net 30 Days
Due Date: 08/14/19

RECEIVED
JUL 18 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 July 2019

155
Mosquito Mgmt Serv July
1-326-538-471

Order total

1,983.33


Agustin Midge
Contract

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

*** We accept ACH Payments ***

Total:

1,983.33

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: 830-894-2000
AR Email: accountsreceivable@clarke.com,
Fax: 3139

Customer #: 088096
Customer PO #:

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

Invoice #: 000004385
Invoice Date: 07/15/19
Terms: Net 30 Days
Due Date: 08/14/19

RECEIVED
JUL 18 2019

BY: _____

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 July 2019

#20
Aquatic Maint. Svc July

1-320-538-47

Order total

4,750.00

[Signature]
Aquatic weed
control

Clarke Aquatic Services, Inc. is a Clarke Company

*** We accept ACH Payments ***

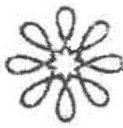
Total:

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.

a



floralawn 2, LLC

Premier Lawn & Pest

P.O. Box 91597
Lakeland, FL 33804

Invoice


| Date | Invoice # |
|----------|-----------|
| 7/1/2019 | 4024-R |

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

RECEIVED
JUL 18 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 July 2019 #7 1-320-538-462 Lawn Maintenance July 19  Landscape Maintenance | 4,691.16 | 4,691.16 |

Thank you for your business.

Total \$4,691.16

| Corporate Office | Solvita 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

RECEIVED
JUL 03 2019

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

BY: _____

July 3, 2019
Project No: A171207.00
Invoice No: 2139664

Project A171207.00 Poinciana West Community Development District Engineering Services

Professional Services Through June 22, 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 |

Reimbursable Expenses

| | | | |
|----------------------------|------------------|--------------|--------------|
| Gas Expense & Mileage | | | 46.40 |
| Total Reimbursables | 1.0 times | 46.40 | 46.40 |

Billing Limits

| | Current | Prior | To-Date |
|---------------------------|---------|----------|-----------------|
| Total Billings | 341.40 | 4,649.06 | 4,990.46 |
| Limit | | | 20,000.00 |
| Remaining | | | 15,009.54 |
| Total this Task | | | \$341.40 |
| Total this Invoice | | | \$341.40 |

Outstanding Invoices

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

#16
1-311-513-311-
Interim Eng. Svcs - Jun 19

| | | | | |
|---------|------------|--|---------|---------|
| Project | A171207.00 | Poinciana West Community Development Dis | Invoice | 2139664 |
|---------|------------|--|---------|---------|

Billing Backup

Wednesday, July 3, 2019

GAI Consultants, Inc.

Invoice 2139664 Dated 7/3/2019

11:46:09 AM

| | | |
|---------|------------|--|
| 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 | 5/20/2019 | 1.00 | 295.00 | 295.00 | |
| | provide drawings to GMS for files | | | | | |
| | | Totals | 1.00 | | 295.00 | |
| | Total Labor | | | | | 295.00 |

Reimbursable Expenses

Gas Expense & Mileage

| | | | | | |
|---------------------------|----------------------------|--------------------------|------------------|--------------|-----------------|
| EX 0085665 | 5/7/2019 | Leo, Kathleen / to PWCDD | | 46.40 | |
| | Total Reimbursables | | 1.0 times | 46.40 | 46.40 |
| Total this Task | | | | | \$341.40 |
| Total this Project | | | | | \$341.40 |
| Total this Report | | | | | \$341.40 |

Detailed Expense Report

Wednesday, July 3, 2019

11:40:44 AM

GAI Consultants, Inc.

Employee 04136 Leo, Kathleen

Signed Electronically by: Leo, Kathleen 6/7/2019 8:14:52 AM

Posted

Approved Electronically by: Nettuno, Gregory T 6/10/2019 2:11:10 PM

Profit Center G:I:SC:00:000

Expense Report: Period Ending 6/7/19

Report Date: 6/7/2019

| Line | Date | Category | Description | Project | Task | Sub Task | Bill | Account | Amount |
|--|-----------|----------------|-------------|------------|------|----------|-------------------------------------|---------|--------|
| 1 | 6/5/2019 | | | INFCM28.10 | 010 | | <input type="checkbox"/> | 765.00 | |
| Community Non-Project | | | | | | | | | |
| Business Reason: airport Each Person: | | | | | | | | | |
| 2 | 5/9/2019 | | | | | | <input type="checkbox"/> | 765.00 | |
| Community Non-Project | | | | | | | | | |
| Business Reason: Each Person: | | | | | | | | | |
| 3 | 4/30/2019 | | | INFCM28.10 | 010 | | <input type="checkbox"/> | 765.00 | |
| Community Non-Project | | | | | | | | | |
| Business Reason: Each Person: Misc | | | | | | | | | |
| Industrial Advisory Board | | | | | | | | | |
| 4 | 4/24/2019 | * Mileage | | A171339.00 | 999 | | <input checked="" type="checkbox"/> | 553.00 | |
| Business Reason: Meeting Travel From/To: Travel: 40.00 mi @ 0.580 | | | | | | | | | |
| 5 | 5/1/2019 | * Mileage | to | A181174.00 | 999 | | <input checked="" type="checkbox"/> | 553.00 | |
| District | | | | | | | | | |
| Business Reason: to Celebration Travel From/To: Travel: 44.00 mi @ 0.580 | | | | | | | | | |
| 6 | 5/7/2019 | * Mileage | to PWCDD | A171207.00 | 003 | 001 | <input checked="" type="checkbox"/> | 553.00 | 46.40 |
| Poinciana West Community Development Dis | | | | | | | | | |
| Business Reason: to CDD mtg Travel From/To: office/Solivita Travel: 80.00 mi @ 0.580 | | | | | | | | | |
| 7 | 5/15/2019 | * Mileage | to | A171208.00 | 004 | 001 | <input checked="" type="checkbox"/> | 553.00 | |
| District | | | | | | | | | |
| Business Reason: to Travel From/To: Travel: 80.00 mi @ 0.580 | | | | | | | | | |
| 8 | 6/6/2019 | * Mileage | to BOH | A181092.03 | 999 | | <input checked="" type="checkbox"/> | 553.00 | |
| Business Reason: Travel From/To: Travel: 40.00 mi @ 0.580 | | | | | | | | | |
| 9 | 5/9/2019 | Telephone/Inte | | INFCM28.10 | 010 | | <input type="checkbox"/> | 745.00 | |
| Community Non-Project | | | | | | | | | |
| Business Reason: | | | | | | | | | |
| | | | | | | | <input type="checkbox"/> | 778.00 | |
| Community Non-Project | | | | | | | | | |
| Business Reason: | | | | | | | | | |

Detailed Expense Report

Wednesday, July 3, 2019

11:40:44 AM

GAI Consultants, Inc.

Employee 04136 Leo, Kathleen

Signed Electronically by: Leo, Kathleen 6/7/2019 8:14:52 AM

Posted

Approved Electronically by: Nettuno, Gregory T 6/10/2019 2:11:10 PM

Profit Center G:I:SC:00:000

Expense Report: Period Ending 6/7/19

Report Date: 6/7/2019

| Line | Date | Category | Description | Project | Task | Sub Task | Bill | Account | Amount |
|------|------|----------|-------------|---------|------|----------|-----------------|---------|--------|
| | | | | | | | Total Expenses | | |
| | | | | | | | Amount Advanced | | |
| | | | | | | | Total Due | | |

THE LEDGER

LEGAL ADVERTISING

FEDERAL ID # 47 2464860

| | |
|---|--|
| INVOICE NUMBER | |
| L060G0IXFO | |
| 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 |
|-------------------------------|------------------------|--------------|--------|------------------|------------|
| 6/28/2019 | L060G0IXFO | FIRST PRINT | 1 X 75 | | \$ 360.50 |
| 7/5/2019 | L060G0IXFO | SECOND PRINT | 1 X 75 | | \$ 360.50 |
| ADOPTION OF BUDGETS | | | | | |
| RECEIVED | | | | | |
| JUL 08 2019 | | | | | |
| BY: _____ | | | | | |
| # 10 | | | | | |
| 1-310-513-48 | | | | | |
| Pub-Hear. 07/17 - 1st print | | | | | |
| Pub-Hear. 07/17 - 2nd Print | | | | | |
| BILLED ACCOUNT NUMBER: 758309 | | | | TOTAL AMOUNT DUE | |
| | | | | \$721.00 | |

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

The Ledger NEWS CHIEF

LAKELAND, FL • WINTER HAVEN, FL
TEL: (866) 470-7133 • FAX: (863) 802-7825
FEDERAL ID#: 47-2464860

| | | | |
|-----------------------|-------------------|----------------------------|--------------|
| 1 BILLING PERIOD | | 2 ADVERTISER / CLIENT NAME | |
| 06/03/19 - 06/30/19 | | POINCIANA WEST CDD | |
| 23 TOTAL AMOUNT DUE | *UNAPPLIED AMOUNT | 3 TERMS OF PAYMENT | |
| 360.49 | | NET 15 DAYS | |
| 21 CURRENT AMOUNT DUE | 22 30 DAYS | 60 DAYS | OVER 90 DAYS |
| 360.49 | .00 | .00 | .00 |

ADVERTISING INVOICE and STATEMENT

| | | | | |
|-------------------|----------|----------------|-------------------------|------------------------------|
| 24 INVOICE NUMBER | 4 PAGE # | 5 BILLING DATE | 6 BILLED ACCOUNT NUMBER | 7 ADVERTISER / CLIENT NUMBER |
| 1029198 | 1 | 06/30/19 | | |

8

8 - 205
STACIE VANDERBILT
POINCIANA WEST CDD
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435



9 REMITTANCE ADDRESS

THE LEDGER / NEWS CHIEF
P.O. BOX 913004
ORLANDO, FL 32891-3004

210102919800000360498

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

| 10 DATE | 11 NEWSPAPER REFERENCE | 12/13/14 DESCRIPTION - OTHER COMMENTS/CHARGES | 15 SAU SIZE 16 BILLED UNITS | 17 TIMES RUN 18 RATE | 19 GROSS AMOUNT | 20 NET AMOUNT |
|--|-----------------------------|---|--------------------------------|-------------------------|-----------------|----------------|
| 06/02 06/28 ✓ | L060G0IXFO LEGAL LINE AD | BALANCE FORWARD POINCIANA WEST COMMU NITY DEVELOPMENT DIS LKL/FULL, LNET/FULL notice 0001 L060G0IXFO Stacie | 1x75L | 1 | 360.50 | -.01 360.50 |
| <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>RECEIVED</p> <p>JUL 11 2019</p> <p>GMS-CF, LLC</p> </div> | | | | | | |
| WE APPRECIATE YOUR CONTINUED BUSINESS. CONTACT YOUR ACCT REP DIRECTLY REGARDING AD BILLING DISCREPANCIES. | | | | | | |

STATEMENT OF ACCOUNT AGING OF PAST DUE ACCOUNTS

S&I™

| | | | | | |
|---------------------------|------------|---------|--------------|-------------------|---------------------|
| 21 CURRENT NET AMOUNT DUE | 22 30 DAYS | 60 DAYS | OVER 90 DAYS | *UNAPPLIED AMOUNT | 23 TOTAL AMOUNT DUE |
| 360.49 | .00 | .00 | .00 | | 360.49 |

The Ledger NEWS CHIEF

Questions on this Invoice call:
Tel: (866) 470-7133 Fax: (863) 802-7825

GateHouse Media

| | | | | |
|-------------------|---------------------|-------------------------|------------------------------|----------------------------|
| 24 INVOICE NUMBER | 25 1 BILLING PERIOD | 6 BILLED ACCOUNT NUMBER | 7 ADVERTISER / CLIENT NUMBER | 2 ADVERTISER / CLIENT NAME |
| 1029198 | 06/03/19 - 06/30/19 | 758309 | | POINCIANA WEST CDD |

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

PUBLIC NOTICE

In the matter of POINCIANA WEST CDD

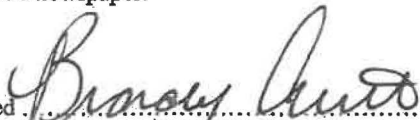
Concerning ADOPTION OF BUDGETS

was published in said newspaper in the issues of

6-28, 7-5, 2019

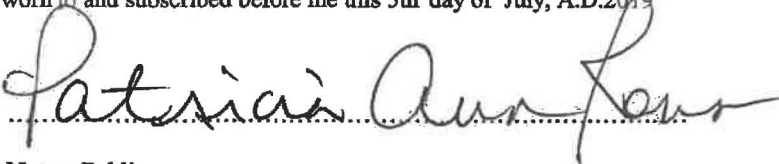
Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has hereto been continuously published in said Polk County, Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said Polk 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



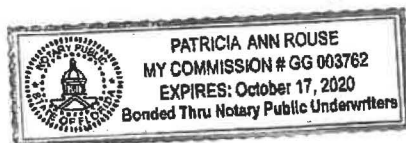
Brandy Arnett
Advertising Account Executive
Who is personally known to me.

Sworn to and subscribed before me this 5th day of July, A.D. 2019



Notary Public

SEAL



POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT

**NOTICE OF PUBLIC HEARING TO
CONSIDER THE ADOPTION OF THE
FISCAL YEAR 2019/2020 BUDGETS
AND NOTICE OF REGULAR BOARD
OF SUPERVISORS MEETING**

The Board of Supervisors ("Board") of the Poinciana West Community Development District ("District") will hold a public hearing on Wednesday, July 17, 2019 at 8:30 a.m. at Mosakis, 388 Village Drive, Poinciana, FL 34769, for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budget") of the District for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the office of the District Manager, located at 135 West Central Boulevard, Suite 320, Orlando, Florida 32801. Phone: (407) 841-5524 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager's 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 1-800-955-8771 (TTY) / 1-800-855-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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

L1984 6-28, 7-5, 2019 IXFO

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

July 19, 2019

Poinciana West Community Development District
George Flint, District Manager
Governmental Management Services
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 108650
Billed through 06/30/2019

RECEIVED
JUL 19 2019

#2
1-310-513-315
Gen. Counsel / Monthly Mtg Jun

General Counsel/Monthly Meeting
PWCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------------------------|-----|---|----------|
| 06/04/19 | MCE | Review outstanding issues; research conflict issue. | 0.20 hrs |
| 06/05/19 | MCE | Confer with Carpenter. | 0.20 hrs |
| 06/05/19 | APA | Prepare revised All Terrain agreement regarding updated proposal. | 0.80 hrs |
| 06/11/19 | SRS | Prepare revised All Terrain agreement regarding pond bank repairs; research status of same. | 0.40 hrs |
| 06/11/19 | APA | Finalize lake bank repair agreement; follow-up regarding statewide mutual aid agreement. | 1.20 hrs |
| 06/17/19 | SRS | Prepare agreement with Lake & Wetland Management regarding dredgesox erosion repair installation. | 0.50 hrs |
| 06/17/19 | APA | Finalize lake repair agreement with All Terrain; prepare lake erosion repair agreement with Lake & Wetland Management-Orlando, Inc. | 1.20 hrs |
| Total fees for this matter | | | \$744.50 |

MATTER SUMMARY

| | | | |
|----------------------------|----------|---------|----------|
| Papp, Annie M. - Paralegal | 3.20 hrs | 125 /hr | \$400.00 |
| Eckert, Michael C. | 0.40 hrs | 310 /hr | \$124.00 |
| Sandy, Sarah R. | 0.90 hrs | 245 /hr | \$220.50 |

TOTAL FEES \$744.50

TOTAL CHARGES FOR THIS MATTER \$744.50

BILLING SUMMARY

| | | | |
|----------------------------|----------|---------|----------|
| Papp, Annie M. - Paralegal | 3.20 hrs | 125 /hr | \$400.00 |
| Eckert, Michael C. | 0.40 hrs | 310 /hr | \$124.00 |

| | | | |
|-----------------------------|----------|---------|-----------------|
| ===== | | | |
| Sandy, Sarah R. | 0.90 hrs | 245 /hr | \$220.50 |
| TOTAL FEES | | | \$744.50 |
| TOTAL CHARGES FOR THIS BILL | | | <u>\$744.50</u> |

Please include the bill number on your check.

Lake & Wetland Management Orlando Inc

5301 N. Federal Highway, Suite 204
Boca Raton, FL 33487

Invoice

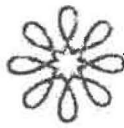
| Date | Invoice # |
|-----------|-----------|
| 7/30/2019 | 1336 |

| Bill To |
|---|
| Poincian West CDD 135 W. Central Blvd Ste 320 Orlando, FL. 32801 |

RECEIVED
JUL 30 2019

BY:_____

| | | Account # | Terms |
|---|--|-------------------------|----------------|
| | | 1x | Due on receipt |
| Quantity | Description | Rate | Amount |
| | 50% Mobilization Deposit | 2,500.00 | 2,500.00 |
| | Dredgesox Repair for (2) Mitered Ends: **Repair Approximately 50 linear feet of lake bank **Prep areas of trash / debris for Dredgesox **Fill Dredgesox with organic media dredged from the lake **Material consist of the following: Dredgesox, Wooden Stakes, Anchor rope and will import & coarse sand. **Includes sod installation # 29 1-320-538-481 50% Mob. Dep - Erosion Rpr | | |
| Thank you for your business. | | Total | \$2,500.00 |
| For billing questions, please contact (561) 303-1013. | | Payments/Credits | \$0.00 |
| For service questions, please contact (407) 985-4263. | | Balance Due | \$2,500.00 |



floralawn 2, LLC

Premier Lawn & Pest

P.O. Box 91597
Lakeland, FL 33804

Invoice

| Date | Invoice # |
|----------|-----------|
| 8/1/2019 | 4117 |

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

RECEIVED
AUG 01 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 August 2019 # 7 1-326-538-462 Lawn Maintenance Aug 19 | 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

RECEIVED
JUL 31 2019

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

July 30, 2019
Project No: A171207.00
Invoice No: 2140792

BY: _____

Project A171207.00 Poinciana West Community Development District Engineering Services

Professional Services Through July 20, 2019

Task 003 2019 General Support

Professional Personnel

| | Hours | Rate | Amount |
|--------------------------------------|-------|--------|-----------------|
| Engineering Director/Senior Director | | | |
| Leo, Kathleen | 4.00 | 295.00 | 1,180.00 |
| Totals | 4.00 | | 1,180.00 |
| Total Labor | | | 1,180.00 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|----------|----------|-----------|
| Total Billings | 1,180.00 | 4,990.46 | 6,170.46 |
| Limit | | | 20,000.00 |
| Remaining | | | 13,829.54 |

Total this Task \$1,180.00

Total this Invoice \$1,180.00

Outstanding Invoices

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

#16
1-310-513-311
Interim Eng. Svcs - July 19

Billing Backup

Tuesday, July 30, 2019

GAI Consultants, Inc.

Invoice 2140792 Dated 7/30/2019

2:27:25 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 | 7/17/2019 | 4.00 | 295.00 | 1,180.00 |
| | Meeting | | | | |
| | Totals | | 4.00 | | 1,180.00 |
| | Total Labor | | | | 1,180.00 |

Total this Task \$1,180.00

Total this Project \$1,180.00

Total this Report \$1,180.00

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

Invoice

Invoice #: 47
Invoice Date: 8/1/19
Due Date: 8/1/19
Case:
P.O. Number:

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

| Description #1 | Hours/Qty | Rate | Amount |
|--|-----------|----------|-------------------|
| Management Fees - August 2019 310.513.34 | | 3,750.00 | 3,750.00 |
| Information Technology - August 2019 310.513.352 | | 125.00 | 125.00 |
| Dissemination Agent Services - August 2019 310.513.313 | | 416.67 | 416.67 |
| Office Supplies 310.513.51 | | 18.48 | 18.48 |
| Postage 310.513.42 | | 42.04 | 42.04 |
| Copies 310.513.423 | | 142.35 | 142.35 |
| Total | | | \$4,494.52 |
| Payments/Credits | | | \$0.00 |
| Balance Due | | | \$4,494.52 |

Invoice

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

| Description #1 | Hours/Qty | Rate | Amount |
|---|-----------|------------------|----------|
| Field Management - August 2019 320.538.12 | | 833.33 | 833.33 |
| | | Total | \$833.33 |
| | | Payments/Credits | \$0.00 |
| | | Balance Due | \$833.33 |

Polk County Property Appraiser

MARSHA FAUX PROPERTY APPRAISER
255 N WILSON AVE
BARTOW FL 33830-3951
Phone: (863)534-4775

INVOICE: 4651671

Page: 1 of 1

***** CUSTOMER *****

POINCIANA WEST CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071-7320

***** DELIVER TO *****

| | | | | | |
|--------------|-------------|--|-------------|--------------|-----------|
| Invoice Date | Due Date | Ship Via | FOB | Terms | Reference |
| 08/07/2019 | 09/06/2019 | | | NET30 | ADMIN FEE |
| Contact | Customer No | Phone | Fax | Port | |
| | 458 | | | 1% Admin Fee | |
| Quantity | UOM | Description | Unit Price | Extended | |
| 1.00 | | Poinciana West CDD Debt 1% Administrative Fee | 11,177.5200 | 11,177.52 | |
| 1.00 | | Poinciana West CDD Maint 1% Administrative Fee | 3,098.9300 | 3,098.93 | |
| | | # 23 | | | |
| | | 1-300-131-102 \$11,177.52 | | | |
| | | 1-316-513-491 \$3,098.93 | | | |
| | | Prop. Appraiser Fee | | | |
| | | | | SUBTOTAL: | 14,276.45 |
| | | | | TOTAL DUE: | 14,276.45 |

RECEIVED
AUG 23 2019
BY: _____

Detach and Return With Payment

Send Payment To:

Polk County Property Appraiser
MARSHA FAUX PROPERTY APPRAISER
255 N WILSON AVE
BARTOW FL 33830-3951

Invoice: 4651671
Customer: 458
POINCIANA WEST CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071-7320

TOTAL DUE: \$14,276.45
AMOUNT PAID: \$14,276.45



INVOICE

Page: 1(1)

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

Customer #: P07800
Customer PO #: NA

B
I Poinciana West Community Dev. Dist.
L 9145 Narcoossee Road
L Suite A206
T Orlando, FL 32827-5768
O George Flint

Invoice #: 001008361
Invoice Date: 08/15/19
Terms: Net 30 Days
Due Date: 09/13/19

RECEIVED
AUG 15 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 August 2019

#5

Order total

1,983.33

1-320-538-4711

Mosquito Mgmt Serv Aug 19

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

*** We accept ACH Payments ***

Total:

1,983.33

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

Customer #: 088096

Customer PO #:

B

I

L

L

T

O

Poinciana West Community Dev. Dist.
1408 Hamlin Avenue
Unit E
St. Cloud, FL 34771-8588

George Flint

Invoice #: 000004652

Invoice Date: 08/15/19

Terms: Net 30 Days

Due Date: 09/13/19

RECEIVED
AUG 3 2019

BY: _____

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 August 2019

#20

Order total

4,750.00

1-320-538-47

Aquatic Maint. Svc Aug 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.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6626
Tallahassee, FL 32314
850.222.7500

#2

Gen. Counsel/Mthly Mtg Jul

1-310-513-315

STATEMENT

August 20, 2019

Poinciana West Community Development District
George Flint, District Manager
Governmental Management Services
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 109283
Billed through 07/31/2019

General Counsel/Monthly Meeting
PWCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------|-----|---|----------|
| 07/11/19 | APA | Follow-up with district regarding executed agreement with All Terrain. | 0.20 hrs |
| 07/12/19 | MCE | Prepare for board meeting. | 0.40 hrs |
| 07/12/19 | MCE | Confer with Flint. | 0.20 hrs |
| 07/12/19 | SRS | Review meeting minutes. | 0.40 hrs |
| 07/12/19 | APA | Prepare agenda memorandum. | 0.60 hrs |
| 07/15/19 | MCE | Prepare for board meeting. | 0.30 hrs |
| 07/15/19 | APA | Analyze agenda package; prepare agenda memorandum and meeting notebook; follow-up with district regarding pending items. | 1.80 hrs |
| 07/17/19 | MCE | Travel to board meeting; return travel. | 2.00 hrs |
| 07/17/19 | MCE | Prepare for and attend board meeting; follow-up; research Amendment 12 and Chapter 112. | 3.90 hrs |
| 07/23/19 | APA | Research public records and exemptions. | 0.10 hrs |
| 07/28/19 | MCE | Follow-up from board meeting. | 0.40 hrs |
| 07/29/19 | APA | Follow-up with district regarding pending agenda items. | 0.30 hrs |
| 07/31/19 | MCE | Research new law regarding new definition of "home address" and property appraiser objections to confidential information in assessment rolls; prepare memorandum to district manager regarding same. | 0.10 hrs |

Total fees for this matter \$2,736.00

DISBURSEMENTS

| | |
|-------------------------------------|----------|
| Travel | 164.71 |
| Travel - Meals | 22.50 |
| Total disbursements for this matter | \$187.21 |

MATTER SUMMARY

| | | | |
|----------------------------|----------|---------|------------|
| Papp, Annie M. - Paralegal | 3.00 hrs | 125 /hr | \$375.00 |
| Eckert, Michael C. | 7.30 hrs | 310 /hr | \$2,263.00 |
| Sandy, Sarah R. | 0.40 hrs | 245 /hr | \$98.00 |

| | |
|---------------------|------------|
| TOTAL FEES | \$2,736.00 |
| TOTAL DISBURSEMENTS | \$187.21 |

| | |
|--------------------------------------|-------------------|
| TOTAL CHARGES FOR THIS MATTER | \$2,923.21 |
|--------------------------------------|-------------------|

BILLING SUMMARY

| | | | |
|----------------------------|----------|---------|------------|
| Papp, Annie M. - Paralegal | 3.00 hrs | 125 /hr | \$375.00 |
| Eckert, Michael C. | 7.30 hrs | 310 /hr | \$2,263.00 |
| Sandy, Sarah R. | 0.40 hrs | 245 /hr | \$98.00 |

| | |
|---------------------|------------|
| TOTAL FEES | \$2,736.00 |
| TOTAL DISBURSEMENTS | \$187.21 |

| | |
|------------------------------------|-------------------|
| TOTAL CHARGES FOR THIS BILL | \$2,923.21 |
|------------------------------------|-------------------|

Please include the bill number on your check.



INVOICE

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

T 407.423.8398
F 407.843.1070

RECEIVED
AUG 6 2019

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

August 26, 2019
Project No: A171207.00
Invoice No: 2141783

Project A171207.00 Poinciana West Community Development District Engineering Services

Professional Services Through August 17, 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 | 6,170.46 | 6,465.46 |
| Limit | | | 20,000.00 |
| Remaining | | | 13,534.54 |

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
1-310-513-311
Interim Eng. Svcs - Aug 19

| | | | | |
|---------|------------|--|---------|---------|
| Project | A171207.00 | Poinciana West Community Development Dis | Invoice | 2141783 |
|---------|------------|--|---------|---------|

Billing Backup

Monday, August 26, 2019

GAI Consultants, Inc.

Invoice 2141783 Dated 8/26/2019

9:32:20 AM

| | | |
|---------|------------|--|
| 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 | 8/8/2019 | .50 | 295.00 | 147.50 | |
| | emails | | | | | |
| 04136 | Leo, Kathleen | 8/15/2019 | .50 | 295.00 | 147.50 | |
| | agenda prep | | | | | |
| | Totals | | 1.00 | | 295.00 | |
| | Total Labor | | | | | 295.00 |

Total this Task \$295.00

Total this Project \$295.00

Total this Report \$295.00

All Terrain Tractor Service, Inc.

949 Shadick Drive
Orange City, FL 32763

Invoice

| Date | Invoice # |
|----------|-----------|
| 7/2/2019 | 19-0685 |


| |
|--|
| Bill To |
| Governmental Management Services - CF, LL 9145 Narcoossee Rd Suite A206 Orlando, FL 32827 PWCDD |

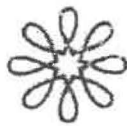
RECEIVED
AUG 11 2019
BY: _____

#25 1-320-538-481

Mobilize/Pond Skimmer Rpr

| P.O. No. | Terms | Project |
|----------------|----------------|------------------------|
| Revised 8/2/19 | Due on receipt | 2019-1155 Solivita ... |

| Description | Qty | Rate | Amount |
|---|-----|----------|------------|
| Solivita - PWCDD Pond Repairs Engineers Report Summary 1/16/2019 Poinciana, FL 34759 | | | |
| Supply Labor, Equipment, & Materials to make repairs per report given: PWCDD Engineers Summary Report Dated 1/16/19. | | | |
| Mobilization | 1 | 2,500.00 | 2,500.00 |
| Pond 20 Skimmers need repairs | 1 | 1,025.00 | 1,025.00 |
| Pond 3 Minor damage to Skimmer | 1 | 1,025.00 | 1,025.00 |
| Pond 13 Minor damage to Skimmer | 1 | 750.00 | 750.00 |
| Pond 16 | | | |
| Skimmer Repair - Dennis to Take Pics | 1 | 1,650.00 | 1,650.00 |
| Pond 2 Back Fill around 2 MES using Rip Rap & 57 Stone | | | |
| Skimmer Repair | 1 | 2,650.00 | 2,650.00 |
|  Storm Structure Repairs | | | |
| Total | | | \$9,600.00 |
| Payments/Credits | | | \$0.00 |
| Balance Due | | | \$9,600.00 |



floralawn 2, LLC

Premier Lawn & Pest

P.O. Box 91597
Lakeland, FL 33804

Invoice

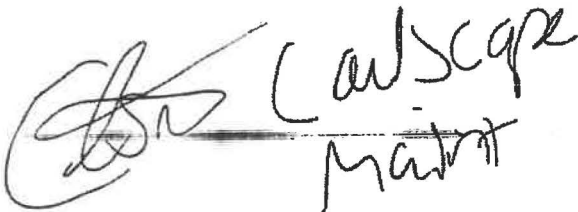
| Date | Invoice # |
|----------|-----------|
| 9/1/2019 | 4212 |

Bill To

Poinciana West Community Development Dist
c/o Governmental Management Services
Central Florida, LLC
1408 Hamlin Avenue Unit E
St. Cloud, FL 34771

PAID
AUG 20 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 September 2019 # 7 1-320-538-462 Lawn Maintenance Sep19  | 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

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

| Description | | Hours/Qty | Rate | Amount |
|------------------|---|-------------|----------|------------|
| Fee | Management Fees - September 2019 | 310-513-34 | 3,750.00 | 3,750.00 |
| | Information Technology - September 2019 | 310-513-350 | 125.00 | 125.00 |
| | Dissemination Agent Services - September 2019 | 310-513-313 | 416.67 | 416.67 |
| | Office Supplies | 310-513-51 | 0.51 | 0.51 |
| | Postage | 310-513-42 | 8.50 | 8.50 |
| | Copies | 310-513-425 | 34.05 | 34.05 |
| Total | | | | \$4,334.73 |
| Payments/Credits | | | | \$0.00 |
| Balance Due | | | | \$4,334.73 |

Invoice

Invoice #: 50
Invoice Date: 9/1/19
Due Date: 9/1/19
Case:
P.O. Number:

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

| Description | Hours/Qty | Rate | Amount |
|---|-----------|--------|----------|
| Field Management - September 2019 1-320-538-12 #1 | | 833.33 | 833.33 |
| Total | | | \$833.33 |
| Payments/Credits | | | \$0.00 |
| Balance Due | | | \$833.33 |

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 8528
Tallahassee, FL 32314
850.222.7500

RECEIVED
SEP 18 2018

BY: _____

===== STATEMENT =====

September 17, 2018

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

Bill Number 102657
Billed through 08/31/2018

#2 (nd)

1-300-131-1

PROJECT CONSTRUCTION SEP18

Project Construction

PWCDD 00103 MCE

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------|-----|---|----------|
| 08/10/18 | MCE | Work on pond conveyance and maintenance issues; prepare for meeting with Leo, Good, Flint and Pila. | 1.20 hrs |
| 08/17/18 | MCE | Prepare for, travel to and attend meeting with GAI, district manager and Avatar; return travel. | 3.80 hrs |
| 08/22/18 | MCE | Revise pond conveyance documents based on meeting with district manager, district engineer and developer. | 1.40 hrs |
| 08/23/18 | MKR | Review remaining conveyance items. | 0.40 hrs |
| 08/24/18 | MKR | Review stormwater ponds dedication task list; prepare process checklist. | 1.10 hrs |
| 08/28/18 | MKR | Review ownership and encumbrance report regarding stormwater tract P-19A and P-19B. | 2.20 hrs |

Total fees for this matter \$2,890.50

MATTER SUMMARY

| | | | |
|---------------------|----------|---------|------------|
| Eckert, Michael C. | 6.40 hrs | 310 /hr | \$1,984.00 |
| Rigoni, Michelle K. | 3.70 hrs | 245 /hr | \$906.50 |

TOTAL FEES \$2,890.50

TOTAL CHARGES FOR THIS MATTER

\$2,890.50

BILLING SUMMARY

| | | | |
|---------------------|----------|---------|------------|
| Eckert, Michael C. | 6.40 hrs | 310 /hr | \$1,984.00 |
| Rigoni, Michelle K. | 3.70 hrs | 245 /hr | \$906.50 |

TOTAL FEES \$2,890.50

=====

TOTAL CHARGES FOR THIS BILL

\$2,890.50

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

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

RECEIVED
OCT 26 2018

BY: _____

STATEMENT

October 25, 2018

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

Bill Number 103492
Billed through 10/31/2018

2 (HJ)
300 131-1

Project Construction

PWCDD 00103 MCE

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------|-----|--|----------|
| 09/05/18 | MKR | Prepare quit-claim deeds from Poinciana West CDD and Avatar to Poinciana CDD conveying tract P-1F (Phase I-F Unit 1); prepare quit-claim deeds from Poinciana West CDD and Avatar to Poinciana CDD conveying tract P-1 (Phase 5I). | 1.00 hrs |
|----------|-----|--|----------|

| | |
|----------------------------|----------|
| Total fees for this matter | \$245.00 |
|----------------------------|----------|

MATTER SUMMARY

| | | | |
|---------------------|----------|---------|----------|
| Rigoni, Michelle K. | 1.00 hrs | 245 /hr | \$245.00 |
|---------------------|----------|---------|----------|

| | |
|------------|----------|
| TOTAL FEES | \$245.00 |
|------------|----------|

| | |
|-------------------------------|----------|
| TOTAL CHARGES FOR THIS MATTER | \$245.00 |
|-------------------------------|----------|

BILLING SUMMARY

| | | | |
|---------------------|----------|---------|----------|
| Rigoni, Michelle K. | 1.00 hrs | 245 /hr | \$245.00 |
|---------------------|----------|---------|----------|

| | |
|------------|----------|
| TOTAL FEES | \$245.00 |
|------------|----------|

| | |
|-----------------------------|----------|
| TOTAL CHARGES FOR THIS BILL | \$245.00 |
|-----------------------------|----------|

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

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

RECEIVED
DEC 22 2018

BY: _____

===== STATEMENT =====

December 21, 2018

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

Bill Number 104464
Billed through 12/31/2018

#2 1-300-131-100

Proj. Construction Nov

(1a)

Project Construction

PWCDD 00103 MCE

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------------------------|-----|---|----------|
| 11/16/18 | MKR | Perform real property due diligence regarding pond conveyance. | 1.00 hrs |
| 11/26/18 | MKR | Review status of pond due diligence; prepare memorandum regarding pond conveyance status. | 0.70 hrs |
| 11/29/18 | MCE | Provide pond conveyance memorandum to board. | 0.10 hrs |
| 11/29/18 | MKR | Finalize pond conveyance status memorandum. | 0.20 hrs |
| Total fees for this matter | | | \$496.50 |

MATTER SUMMARY

| | | | |
|---------------------|----------|---------|----------|
| Eckert, Michael C. | 0.10 hrs | 310 /hr | \$31.00 |
| Rigoni, Michelle K. | 1.90 hrs | 245 /hr | \$465.50 |

TOTAL FEES \$496.50

TOTAL CHARGES FOR THIS MATTER \$496.50

BILLING SUMMARY

| | | | |
|---------------------|----------|---------|----------|
| Eckert, Michael C. | 0.10 hrs | 310 /hr | \$31.00 |
| Rigoni, Michelle K. | 1.90 hrs | 245 /hr | \$465.50 |

TOTAL FEES \$496.50

TOTAL CHARGES FOR THIS BILL \$496.50

Please include the bill number on your check.

CHECK REQUEST FORM

DISTRICT/ASSOCIATION: Poinciana West CDD DATE: 9/10/19

PAYABLE TO: Charles W. Case III #30

AMOUNT REQUESTED: \$184.70

REQUESTED BY: J. Visconti

ACCOUNT # 310-573-110010

DESCRIPTION OF NEED: Replace check #50058 issued on 7/9/19.
Tell Supervisor, check was lost in the mail.

APPROVED BY: [Signature]

SIGNATURE: [Signature]



SUNTRUST

Stop Payment Printable View

Close Window

Print Screen



Successful Submit:

- The request has been sent to the Stop Payment Service for check(s): 50058. Please check the status of the request in the stop pay list below.

A request for stop payment has been placed with the following information:

Account: Public Funds Index NOW S/L - *****

Check Number(s): 50058

Date Check Was Written: 07/19/2019

Amount: \$184.70

Check Written To (Payee): Charles W. Case III

Reason for Stop: Check lost in the mail.

Memo: Check lost in mail. Issue replacement.

Your Confirmation Number is: 370045

Stop Payments: Stop payment requests will be effective the same business day if placed prior to 10:00 p.m. ET. There is a 24 hour waiting period to validate the item(s) have not been presented for payment prior to placing this stop request. Applicable fees will be applied to your checking account once the stop payment is placed. The stop payment order charges are listed in the SunTrust's miscellaneous fee schedule.

CHECK REQUEST FORM


DISTRICT/ASSOCIATION: Poinciana West CDD DATE: 9/11/19

#13

PAYABLE TO: Poinciana West CDD c/o USBank

AMOUNT REQUESTED: \$ 413.14

REQUESTED BY: L. Viscand

ACCOUNT # 

DESCRIPTION OF NEED: FY19 Debt Service Assessments

Use: FY19 Property Appraiser PS Fee

APPROVED BY: A. [Signature]

SIGNATURE: [Signature]

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 |
| 7/25/19 | ACH | \$ - | \$ - | \$ - | \$ 5.59 | \$ 5.59 | \$ 5.59 |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL COLLECTED | | \$ 309,971.14 | \$ 11,780.57 | \$ 5,963.81 | \$ 385.80 | \$ 292,612.56 | \$ 292,612.56 |
| 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 | \$ 570,208.92 | \$ 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 |
| 7/25/19 | ACH | \$ - | \$ - | \$ - | \$ 20.58 | \$ 20.58 | \$ 20.58 |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL COLLECTED | | \$ 1,118,040.64 | \$ 42,497.83 | \$ 21,510.85 | \$ 1,391.46 | \$ 1,055,423.42 | \$ 1,055,423.42 |
| PERCENTAGE COLLECTED | | | | | | | 100% |

4/1978.42
FY19
excess
fies

\$ 11,590.64
less: (\$ 11,177.52)
\$ 413.12

Polk County Property Appraiser

MARSHA FAUX PROPERTY APPRAISER
255 N WILSON AVE
BARTOW FL 33830-3951
Phone: (863)534-4775

INVOICE: 4651671

Page: 1 of 1

***** CUSTOMER *****

POINCIANA WEST CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071-7320

***** DELIVER TO *****

| Invoice Date | Due Date | Ship Via | FOB | Terms | Reference |
|---------------------------|-------------|--|-------------|--------------|-----------|
| 08/07/2019 | 09/06/2019 | | | NET30 | ADMIN FEE |
| Contact | Customer No | Phone | Rate | 1% Admin Fee | |
| | 458 | | | | |
| Quantity | UOM | Description | Unit Price | Extended | |
| 1.00 | | Poinciana West CDD Debt 1% Administrative Fee | 11,177.5200 | 11,177.52 | |
| 1.00 | | Poinciana West CDD Maint 1% Administrative Fee | 3,098.9300 | 3,098.93 | |
| # 23 | | | | SUBTOTAL: | |
| 1-300-131-102 (11,177.52) | | | | 14,276.45 | |
| 1-310-513-491 173,098.93 | | | | TOTAL DUE: | |
| Prop. Appraiser Fee | | | | 14,276.45 | |

Detach and Return With Payment

Send Payment To:

Polk County Property Appraiser
MARSHA FAUX PROPERTY APPRAISER
255 N WILSON AVE
BARTOW FL 33830-3951

Invoice: 4651671

Customer: 458

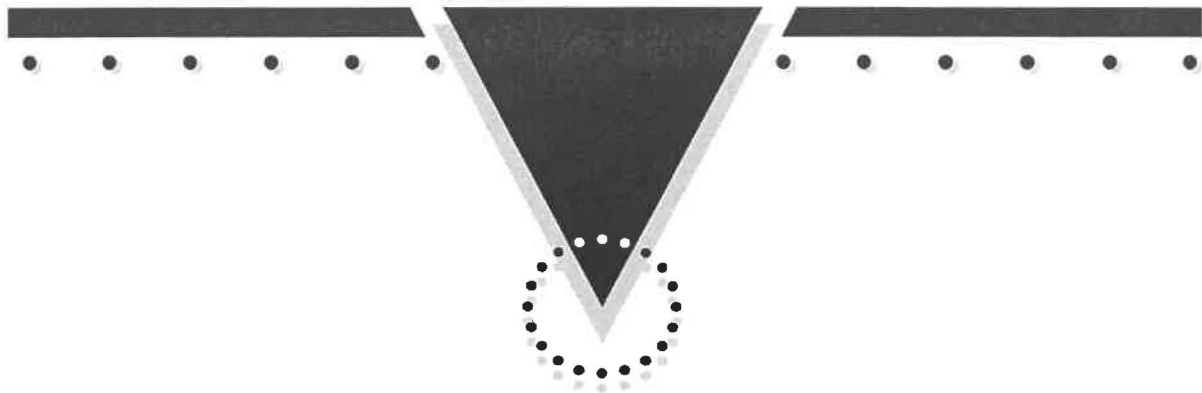
POINCIANA WEST CDD

210 N UNIVERSITY DR STE 702

CORAL SPRINGS FL 33071-7320

TOTAL DUE: \$14,276.45
AMOUNT PAID: \$14,276.45

SECTION 2



Poinciana West
Community Development District

Unaudited Financial Reporting

August 31, 2019



Table of Contents

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|---|---|
| 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
August 31, 2019

| | General Fund | Debt Service Fund | Totals 2019 |
|--|------------------|----------------------|--------------------|
| <u>ASSETS:</u> | | | |
| <u>CASH</u> | | | |
| OPERATING ACCOUNT - SUNTRUST | \$120,422 | --- | \$120,422 |
| MONEY MARKET ACCOUNT | \$490,854 | --- | \$490,854 |
| <u>INVESTMENTS</u> | | | |
| SERIES 2017 | | | |
| RESERVE R1 | --- | \$391,514 | \$391,514 |
| RESERVE R2 | --- | \$121,976 | \$121,976 |
| REVENUE | --- | \$282,030 | \$282,030 |
| REDEMPTION R1 | --- | \$1 | \$1 |
| REDEMPTION R2 | --- | \$17 | \$17 |
| DUE FROM DEVELOPER | \$22,638 | --- | \$22,638 |
| DUE FROM GENERAL FUND | --- | \$413 | \$413 |
| TOTAL ASSETS | \$633,914 | \$795,951 | \$1,429,865 |
| <u>LIABILITIES:</u> | | | |
| ACCOUNTS PAYABLE | \$23,232 | --- | \$23,232 |
| DUE TO DEBT SERVICE | \$413 | --- | \$413 |
| <u>FUND EQUITY:</u> | | | |
| FUND BALANCES: | | | |
| RESTRICTED FOR DEBT SERVICE 2017 | --- | \$795,951 | \$795,951 |
| OPERATING RESERVE | \$65,156 | --- | \$65,156 |
| UNASSIGNED | \$545,113 | --- | \$545,113 |
| TOTAL LIABILITIES & FUND EQUITY | \$633,914 | \$795,951 | \$1,429,865 |

Poinciana West

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending August 31, 2019

| | ADOPTED BUDGET | PRORATED BUDGET THRU 8/31/19 | ACTUAL THRU 8/31/19 | VARIANCE |
|---------------------------------------|-------------------|---------------------------------|------------------------|-----------------|
| <u>REVENUES:</u> | | | | |
| ASSESSMENTS - TAX COLLECTOR | \$291,294 | \$291,294 | \$292,613 | \$1,319 |
| INTEREST | \$3,000 | \$2,750 | \$4,546 | \$1,796 |
| TOTAL REVENUES | \$294,294 | \$294,044 | \$297,158 | \$3,114 |
| <u>EXPENDITURES:</u> | | | | |
| <u>ADMINISTRATIVE:</u> | | | | |
| SUPERVISOR FEES | \$12,000 | \$11,000 | \$4,800 | \$6,200 |
| FICA EXPENSE | \$918 | \$842 | \$367 | \$474 |
| ENGINEERING | \$20,000 | \$18,333 | \$6,241 | \$12,092 |
| ATTORNEY | \$50,000 | \$45,833 | \$22,329 | \$23,505 |
| ARBITRAGE | \$450 | \$450 | \$450 | \$0 |
| DISSEMINATION | \$5,000 | \$4,583 | \$4,933 | (\$350) |
| ANNUAL AUDIT | \$3,415 | \$3,415 | \$3,415 | \$0 |
| TRUSTEE FEES | \$7,050 | \$7,050 | \$7,004 | \$46 |
| ASSESSMENT ADMINISTRATION | \$5,000 | \$5,000 | \$5,000 | \$0 |
| MANAGEMENT FEES | \$45,000 | \$41,250 | \$41,250 | \$0 |
| INFORMATION TECHNOLOGY | \$1,500 | \$1,375 | \$3,875 | (\$2,500) |
| TELEPHONE | \$100 | \$92 | \$45 | \$47 |
| POSTAGE | \$3,000 | \$2,750 | \$710 | \$2,040 |
| PRINTING & BINDING | \$1,500 | \$1,375 | \$559 | \$816 |
| INSURANCE | \$10,883 | \$10,883 | \$9,000 | \$1,883 |
| LEGAL ADVERTISING | \$2,500 | \$2,292 | \$2,202 | \$90 |
| OTHER CURRENT CHARGES | \$636 | \$583 | \$692 | (\$109) |
| OFFICE SUPPLIES | \$200 | \$183 | \$387 | (\$204) |
| PROPERTY APPRAISER | \$6,198 | \$6,198 | \$3,099 | \$3,099 |
| DUES, LICENSES & SUBSCRIPTIONS | \$175 | \$175 | \$175 | \$0 |
| <u>FIELD:</u> | | | | |
| FIELD MANAGEMENT | \$10,000 | \$9,167 | \$9,167 | \$0 |
| LANDSCAPE MAINTENANCE | \$56,294 | \$51,603 | \$51,603 | \$0 |
| AQUATIC CONTROL MAINTENANCE | \$57,000 | \$52,250 | \$52,250 | \$0 |
| AQUATIC MIDGE MANAGEMENT | \$32,000 | \$29,333 | \$21,067 | \$8,267 |
| R&M PLANT REPLACEMENT | \$10,000 | \$9,167 | \$50 | \$9,117 |
| STORM STRUCTURES REPAIRS | \$0 | \$0 | \$12,100 | (\$12,100) |
| CONTINGENCY | \$10,000 | \$9,167 | \$1,650 | \$7,517 |
| CAPITAL OUTLAY | \$20,000 | \$18,333 | \$0 | \$18,333 |
| TOTAL EXPENDITURES | \$370,819 | \$342,682 | \$264,418 | \$78,263 |
| EXCESS REVENUES (EXPENDITURES) | (\$76,525) | | \$32,740 | |
| FUND BALANCE - BEGINNING | \$76,525 | | \$512,373 | |
| FUND BALANCE - ENDING | \$0 | | \$545,113 | |

Poinciana West

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2017

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending August 31, 2019

| | ADOPTED BUDGET | PRORATED BUDGET THRU 8/31/19 | ACTUAL THRU 8/31/19 | VARIANCE |
|---------------------------------------|--------------------|---------------------------------|------------------------|-------------------|
| REVENUES: | | | | |
| ASSESSMENTS - TAX COLLECTOR | \$1,050,687 | \$1,050,687 | \$1,055,423 | \$4,736 |
| INTEREST | \$100 | \$92 | \$2,744 | \$2,652 |
| TOTAL REVENUES | \$1,050,787 | \$1,050,779 | \$1,058,167 | \$7,389 |
| EXPENDITURES: | | | | |
| ADMINISTRATIVE | | | | |
| PROPERTY APPRAISER | \$22,355 | \$22,355 | \$11,178 | \$11,177 |
| 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 | \$1,042,649 | \$1,071,471 | (\$28,823) |
| EXCESS REVENUES (EXPENDITURES) | \$8,138 | | (\$13,304) | |
| FUND BALANCE - BEGINNING | \$292,350 | | \$809,255 | |
| FUND BALANCE - ENDING | \$300,488 | | \$795,951 | |

**Poinciana West
Community Development District**

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sept | Total |
|---------------------------------------|-------------------|-------------------|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|------------|----------------------|
| REVENUES: | | | | | | | | | | | | | |
| ASSESSMENTS - TAX COLLECTOR INTEREST | \$0 \$413 | \$49,965 \$400 | \$214,644 \$427 | \$12,249 \$430 | \$3,763 \$381 | \$2,715 \$421 | \$6,677 \$407 | \$705 \$420 | \$1,889 \$407 | \$6 \$420 | \$0 \$419 | \$0 \$0 | \$292,613 \$4,546 |
| TOTAL REVENUES | \$413 | \$50,365 | \$215,071 | \$12,679 | \$4,144 | \$3,136 | \$7,085 | \$1,125 | \$2,296 | \$426 | \$419 | \$0 | \$297,158 |
| EXPENDITURES: | | | | | | | | | | | | | |
| ADMINISTRATIVE: | | | | | | | | | | | | | |
| SUPERVISOR FEES | \$0 | \$600 | \$400 | \$1,000 | \$0 | \$1,000 | \$0 | \$1,000 | \$0 | \$800 | \$0 | \$0 | \$4,800 |
| FICA EXPENSE | \$0 | \$46 | \$31 | \$77 | \$0 | \$77 | \$0 | \$77 | \$0 | \$61 | \$0 | \$0 | \$367 |
| ENGINEERING | \$0 | \$738 | \$590 | \$590 | \$0 | \$1,180 | \$295 | \$1,374 | \$0 | \$1,180 | \$295 | \$0 | \$6,241 |
| ATTORNEY | \$106 | \$7,707 | \$342 | \$2,706 | \$172 | \$3,054 | \$952 | \$3,624 | \$745 | \$2,923 | \$0 | \$0 | \$22,329 |
| ARBITRAGE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$450 | \$0 | \$0 | \$0 | \$0 | \$450 |
| DISSEMINATION | \$417 | \$417 | \$417 | \$417 | \$417 | \$767 | \$417 | \$417 | \$417 | \$417 | \$417 | \$0 | \$4,933 |
| ANNUAL AUDIT | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,415 | \$0 | \$0 | \$0 | \$3,415 |
| 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 | \$3,750 | \$3,750 | \$0 | \$41,250 |
| INFORMATION TECHNOLOGY | \$125 | \$125 | \$125 | \$2,625 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$125 | \$0 | \$3,875 |
| TELEPHONE | \$0 | \$13 | \$5 | \$0 | \$27 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$45 |
| POSTAGE | \$49 | \$315 | \$1 | \$92 | \$22 | \$63 | \$24 | \$79 | \$7 | \$14 | \$42 | \$0 | \$710 |
| PRINTING & BINDING | \$120 | \$7 | \$118 | \$2 | \$36 | \$0 | \$36 | \$3 | \$92 | \$2 | \$142 | \$0 | \$559 |
| 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 | \$361 | \$361 | \$0 | \$0 | \$2,202 |
| OTHER CURRENT CHARGES | \$49 | \$69 | \$48 | \$117 | \$64 | \$62 | \$60 | \$62 | \$61 | \$49 | \$51 | \$0 | \$692 |
| OFFICE SUPPLIES | \$1 | \$0 | \$18 | \$0 | \$40 | \$15 | \$0 | \$277 | \$18 | \$0 | \$18 | \$0 | \$387 |
| PROPERTY APPRAISER | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,099 | \$0 | \$3,099 |
| 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 | \$833 | \$833 | \$0 | \$9,167 |
| LANDSCAPE MAINTENANCE | \$4,691 | \$4,691 | \$4,691 | \$4,691 | \$4,691 | \$4,691 | \$4,691 | \$4,691 | \$4,691 | \$4,691 | \$4,691 | \$0 | \$51,603 |
| AQUATIC CONTROL MAINTENANCE | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$4,750 | \$0 | \$52,250 |
| AQUATIC MIDGE MANAGEMENT | \$1,833 | \$1,833 | \$1,833 | \$1,833 | \$1,833 | \$1,983 | \$1,983 | \$1,983 | \$1,983 | \$1,983 | \$1,983 | \$0 | \$21,067 |
| 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 | \$9,600 | \$2,500 | \$0 | \$0 | \$12,100 |
| 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 | \$23,494 | \$30,847 | \$24,440 | \$20,197 | \$0 | \$264,418 |
| EXCESS REVENUES/(EXPENDITURES) | (\$32,136) | \$24,071 | \$196,791 | (\$11,073) | (\$12,617) | (\$26,485) | (\$11,099) | (\$22,369) | (\$28,552) | (\$24,014) | (\$19,777) | \$0 | \$32,740 |

**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 |
| 7/25/19 | ACH | \$ - | \$ - | \$ - | \$ 5.59 | \$ 5.59 | \$ 5.59 |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL COLLECTED | | \$ 309,971.14 | \$ 11,780.57 | \$ 5,963.81 | \$ 385.80 | \$ 292,612.56 | \$ 292,612.56 |
| 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 |
| 7/25/19 | ACH | \$ - | \$ - | \$ - | \$ 20.58 | \$ 20.58 | \$ 20.58 |
| | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL COLLECTED | | \$ 1,118,040.64 | \$ 42,497.83 | \$ 21,510.85 | \$ 1,391.46 | \$ 1,055,423.42 | \$ 1,055,423.42 |
| PERCENTAGE COLLECTED | | | | | | | 100% |

SECTION D

SECTION 1

Poinciana West

Community Development District



September 18, 2019

Clayton Smith - Field Services Manager

GMS

Poinciana West
Community Development District

Field Management Report

September 18, 2019

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

RE: Poinciana CDD – September 18, 2019

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

Completed Items

Pond 16 MES Erosion Repair



- ✚ Bank restoration will be performed to correct erosion around Mitered end sections on pond 16.
- ✚ Dredgesox have been installed on pond bank. Will be filled with soil/sand then sodded.



- ✚ Contractor's expected completion date is September 20th due to delays from hurricane threats.



In Progress

Pond Aquatic Maintenance

Hydrilla Management



- ✚ Ponds are being retreated for hydrilla by aquatic contractor.
- ✚ Systemic treatment was not as effective as intended.

- ✦ 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 : 08/01/2019 and 08/31/2019

| Customer Site ID | Treatment Date | Condition/Weeds Treated |
|------------------|----------------|-------------------------|
| 16A | 8/20/19 | Clean |
| 4A | 8/20/19 | Clean |
| Pond 1 | 8/20/19 | Filamentous |
| Pond 1 | 8/20/19 | Hydrilla |
| Pond 10 | 8/19/19 | Filamentous |
| Pond 10 | 8/19/19 | Hydrilla |
| Pond 11 | 8/20/19 | Clean |
| Pond 12 | 8/19/19 | Filamentous |
| Pond 12 | 8/19/19 | Hydrilla |
| Pond 13 | 8/21/19 | Clean |
| Pond 15 | 8/29/19 | Clean |
| Pond 16 | 8/29/19 | Filamentous |
| Pond 16 | 8/29/19 | Hydrilla |
| Pond 17 | 8/21/19 | Alligator Weed |
| Pond 17 | 8/21/19 | Pennywort |
| Pond 17 | 8/21/19 | Shoreline Grasses |
| Pond 18 | 8/21/19 | Alligator Weed |
| Pond 18 | 8/21/19 | Pennywort |
| Pond 18 | 8/21/19 | Shoreline Grasses |
| Pond 2 | 8/21/19 | Alligator Weed |
| Pond 2 | 8/21/19 | Pennywort |
| Pond 2 | 8/21/19 | Shoreline Grasses |
| Pond 20 | 8/21/19 | Alligator Weed |
| Pond 20 | 8/21/19 | Pennywort |
| Pond 20 | 8/21/19 | Shoreline Grasses |
| Pond 21 | 8/29/19 | Alligator Weed |
| Pond 21 | 8/29/19 | Filamentous |
| Pond 21 | 8/29/19 | Pennywort |
| Pond 21 | 8/29/19 | Shoreline Grasses |
| Pond 22 | 8/21/19 | Alligator Weed |
| Pond 22 | 8/21/19 | Pennywort |
| Pond 22 | 8/21/19 | Shoreline Grasses |
| Pond 3 | 8/21/19 | Alligator Weed |
| Pond 3 | 8/21/19 | Pennywort |
| Pond 3 | 8/21/19 | Shoreline Grasses |
| Pond 4 | 8/21/19 | Alligator Weed |
| Pond 4 | 8/21/19 | Pennywort |
| Pond 4 | 8/21/19 | Shoreline Grasses |
| Pond 5 | 8/20/19 | Filamentous |
| Pond 5 | 8/20/19 | Hydrilla |
| Pond 6 | 8/21/19 | Alligator Weed |
| Pond 6 | 8/21/19 | Pennywort |

| | | |
|--------|---------|-------------------|
| Pond 6 | 8/21/19 | Shoreline Grasses |
| Pond 7 | 8/28/19 | Filamentous |
| Pond 7 | 8/28/19 | Hydrilla |
| Pond 8 | 8/28/19 | Alligator Weed |
| Pond 8 | 8/28/19 | Pennywort |
| Pond 8 | 8/28/19 | Shoreline Grasses |
| Pond 9 | 8/19/19 | Filamentous |
| Pond 9 | 8/19/19 | Hydrilla |



**PWCDD Monthly Midge Treatment Report
August 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 | 8/1/19 | 8/1/19 | 2.4 | mi | 0.35 | gal |
| PWCDD ATV ULV | Ponds 5, 8, & 9 | 8/5/19 | 8/5/19 | 2.2 | mi | 0.49 | gal |
| PWCDD ATV ULV | Ponds 5, 8, & 9 | 8/8/19 | 8/8/19 | 2.2 | mi | 0.34 | gal |
| PWCDD Truck ULV | Ponds 5, 8, & 9 | 8/14/19 | 8/14/19 | 2.5 | mi | 0.36 | gal |
| PWCDD Truck ULV | Ponds 5, 8, & 9 | 8/15/19 | 8/15/19 | 2.2 | mi | 0.5 | gal |
| PWCDD ATV ULV | Ponds 5, 8, & 9 | 8/19/19 | 8/19/19 | 2.3 | mi | 0.5 | gal |
| PWCDD Truck ULV | Ponds 5, 8, & 9 | 8/22/19 | 8/22/19 | 2.3 | mi | 0.33 | gal |
| PWCDD ATV ULV | Ponds 5, 8, & 9 | 8/26/19 | 8/26/19 | 2.3 | mi | 0.5 | gal |
| PWCDD ULV | Ponds 5, 8, & 10 | 8/29/19 | 8/29/19 | 2.4 | mi | 0.35 | gal |
| Total For The Month | | | | 18.40 | mi | 3.37 | gal |

| Abate 5% Pellets Larvicide Ponds | Start Date | End Date | Used Quantity | Unit of Measure | Chemical Used Quantity | Unit of Measure |
|----------------------------------|------------|----------|---------------|-----------------|------------------------|-----------------|
| 5,6,9 | 8/12/19 | 8/12/19 | 6.5 | ac | 52 | lb |
| Total For The Month | | | 6.50 | ac | 52.00 | lb |

| Abate 4E Larvicide Ponds | Start Date | End Date | Used Quantity | Unit of Measure | Chemical Used Quantity | Unit of Measure |
|----------------------------|------------|----------|---------------|-----------------|------------------------|-----------------|
| 9 | 8/22/19 | 8/22/19 | 2.67 | ac | 4 | oz |
| Total For The Month | | | 2.67 | ac | 4.00 | oz |



Poinciana West Community Development District

Monthly Midge Treatment Report

August 1, 2019-August 30, 2019

Night Truck Spray

- 9.0 Miles were sprayed

ATV ULV Spray

- 11.8 Miles were sprayed

Backpack Pellet Larvicide

- 6.50 Acres were treated

Boat Larvicide Treatments

- 2.67 Acres were treated



PW Monthly Treatment Report

Date between : 7/1/2019 and 7/31/2019

| Customer Site ID | Treatment Date | Condition/Weeds Treated |
|------------------|----------------|-------------------------|
| 16A | 7/3/19 | Clean |
| 4A | 7/8/19 | Clean |
| Pond 1 | 7/8/19 | Clean |
| Pond 10 | 7/3/19 | Alligator Weed |
| Pond 10 | 7/3/19 | Pennywort |
| Pond 10 | 7/3/19 | Shoreline Grasses |
| Pond 11 | 7/3/19 | Alligator Weed |
| Pond 11 | 7/3/19 | Pennywort |
| Pond 11 | 7/3/19 | Shoreline Grasses |
| Pond 12 | 7/3/19 | Alligator Weed |
| Pond 12 | 7/3/19 | Pennywort |
| Pond 12 | 7/3/19 | Shoreline Grasses |
| Pond 13 | 7/18/19 | Clean |
| Pond 15 | 7/10/19 | Filamentous |
| Pond 15 | 7/10/19 | Hydrilla |
| Pond 16 | 7/10/19 | Filamentous |
| Pond 16 | 7/10/19 | Hydrilla |
| Pond 17 | 7/29/19 | Clean |
| Pond 18 | 7/8/19 | Clean |
| Pond 2 | 7/8/19 | Clean |
| Pond 20 | 7/29/19 | Clean |
| Pond 21 | 7/10/19 | Filamentous |
| Pond 21 | 7/10/19 | Hydrilla |
| Pond 22 | 7/10/19 | Filamentous |
| Pond 3 | 7/18/19 | Alligator Weed |
| Pond 3 | 7/18/19 | Pennywort |
| Pond 3 | 7/18/19 | Shoreline Grasses |
| Pond 4 | 7/18/19 | Alligator Weed |
| Pond 4 | 7/18/19 | Pennywort |
| Pond 4 | 7/18/19 | Shoreline Grasses |
| Pond 5 | 7/3/19 | Alligator Weed |
| Pond 5 | 7/3/19 | Pennywort |
| Pond 5 | 7/3/19 | Shoreline Grasses |
| Pond 6 | 7/3/19 | Alligator Weed |
| Pond 6 | 7/3/19 | Pennywort |
| Pond 6 | 7/3/19 | Shoreline Grasses |
| Pond 7 | 7/29/19 | Clean |
| Pond 8 | 7/29/19 | Filamentous |
| Pond 8 | 7/29/19 | Spike Rush |
| Pond 9 | 7/3/19 | Alligator Weed |
| Pond 9 | 7/3/19 | Pennywort |
| Pond 9 | 7/3/19 | Shoreline Grasses |



**PWCDD Monthly Midge Treatment Report
July 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 | 7/1/19 | 7/1/19 | 2.2 | mi | 0.5 | gal |
| PWCDD ATV ULV | Ponds 5, 8, & 9 | 7/3/19 | 7/3/19 | 2.2 | mi | 0.34 | gal |
| PWCDD Truck ULV | Ponds 5, 8, & 9 | 7/8/19 | 7/8/19 | 2.2 | mi | 0.49 | gal |
| PWCDD ATV ULV | Ponds 5, 8, & 9 | 7/11/19 | 7/11/19 | 2.2 | mi | 0.35 | gal |
| PWCDD Truck ULV | Ponds 5, 8, & 9 | 7/15/19 | 7/15/19 | 2.2 | mi | 0.49 | gal |
| PWCDD ATV ULV | Ponds 5, 8, & 9 | 7/18/19 | 7/18/19 | 2.1 | mi | 0.34 | gal |
| PWCDD Truck ULV | Ponds 5, 8, & 9 | 7/22/19 | 7/22/19 | 2.3 | mi | 0.5 | gal |
| PWCDD ATV ULV | Ponds 5, 8, & 9 | 7/25/19 | 7/25/19 | 2.3 | mi | 0.34 | gal |
| Total For The Month | | | | 17.70 | mi | 3.35 | gal |

| Abate 5% Pellets Larvicide Ponds | Start Date | End Date | Used Quantity | Unit of Measure | Chemical Used Quantity | Unit of Measure |
|----------------------------------|------------|----------|---------------|-----------------|------------------------|-----------------|
| 5,9,6 | 7/3/19 | 7/3/19 | 6.38 | ac | 55 | lb |
| Total For The Month | | | 6.38 | ac | 55.00 | lb |

| Abate 4E Larvicide Ponds | Start Date | End Date | Used Quantity | Unit of Measure | Chemical Used Quantity | Unit of Measure |
|----------------------------|------------|----------|---------------|-----------------|------------------------|-----------------|
| NONE FOR JULY | | | | | | |
| Total For The Month | | | 0.00 | ac | 0.00 | oz |



Poinciana West Community Development District

Monthly Midge Treatment Report

July 1, 2019-July 31, 2019

Night Truck Spray

- 8.9 Miles were sprayed

ATV ULV Spray

- 8.8 Miles were sprayed

Backpack Pellet Larvicide

- 6.38 Acres were treated

Boat Larvicide Treatments

- 0 Acres were treated

SECTION 2

Customer Complaint Log Poinciana West CDD

| Resident | Address | Pond | Contact | Complaint | Assigned To | Resolution | Date Resolved |
|------------------|--------------------------|----------|--|-----------------------------------|---------------|---------------------------------|---------------|
| Sarah Bugielski | 1066 Harbor Ridge Drive | Multiple | 815-954-2063 | Algae in ponds along San Clemente | Clayton Smith | Sprayed | 8/1/19 |
| Thomas Ranonis | 702 Torrey Pines Way | P-4 | 551-587-2974 | Pond not draining | Clayton Smith | Contacted homeowner | 8/1/19 |
| Sandra Winsett | 915 Ladera Ranch Road | P-15 | swinsett007@yahoo.com | Hydrilla, midges, trash | Clayton Smith | Sprayed | 8/12/19 |
| Rochelle Quinn | 586 Villa Park Road | P-6 | 863-496-5313 | Midge Control | Clayton Smith | Complimentary barrier treatment | 8/12/19 |
| Gail McClain | 473 Indian Wells Ave | P-1 | 505-710-5005 | Midge Control | Clayton Smith | No-see-um problem, not midges | 8/12/19 |
| Mary Sue Bunting | 460 Villa Park Road | P-6 | 757-871-3045 | Midge Control | Clayton Smith | Complimentary barrier treatment | 8/12/19 |
| Joel Matalon | 933 San Raphael Street | P-10 | 863-496-0121 | Algae on pond | Clayton Smith | Sprayed | 9/9/19 |
| Rosalie Sones | 1331 Bonita Canyon Drive | P-22 | 863-496-5290 | Grasses/algae in pond | Clayton Smith | Sprayed | 9/9/19 |
| Laura Marlow | 927 Ladera Ranch Road | P-15 | 518-524-0837 | Algae in pond | Clayton Smith | Sprayed | 9/9/19 |