Agenda Page 1

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT

AGENDA PACKAGE

DECEMBER 13, 2017

December 6, 2017

Board of Supervisors Poinciana West Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Poinciana West Community Development District will be held at 11:30 a.m. on Wednesday, December 13, 2017 in the **Starlite Ballroom** at 384 Village Drive, Poinciana, Florida. The following is the advance agenda for this meeting:

- 1. Call to Order and Roll Call
- 2. Pledge of Allegiance
- 3. Audience Comments
- 4. Approval of the October 18, 2017 Meeting Minutes
- 5. Consideration of Amendment to Agreement with Floralawn, Inc. Regarding Revised Maintenance Scope
- 6. Consideration of District Management Agreement with Governmental Management Services-Central Florida, LLC
- 7. Consideration of Resolution 2018-06, Removing and Appointment of Officers of the District
- 8. District Manager's Report
 - A. Presentation of Financial Statements
 - **B.** Audit Committee Selection Process
 - i. Appointment of Committee Members
 - ii. Establishment of RFP Evaluation Criteria
 - iii. Authorization to Proceed with RFP
- 9. Staff Reports
 - A. Attorney
 - **B.** Engineer
 - C. Field Manager
- **10.** Supervisor Comments
- **11.** Audience Comments
- 12. Adjournment

I look forward to seeing you at the meeting. If you need anything in the meantime, please do not hesitate to contact me.

Sincerely, Robert Koncar District Manager

Fourth Order of Business

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 Wednesday, October 18, 2017 at 12:05 p.m. in the Starlite Ballroom, located at 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Charles Case	Chairman
Leonard Vento	Vice Chairman
Bill Brown	Assistant Secretary
Sidney Rosenberg	Assistant Secretary
Shirley Bzdewka	Assistant Secretary
Also present were:	
Chuck Walter	District Manager
Michael Eckert	District Counsel
Lindsay Whelan	District Counsel
Michael Dell'Isola	District Engineer
Russell Simmons Residents	Field Manager

The following is a summary of the discussions and actions taken at the October 18, 2017 Meeting of the Board of Supervisors of the Poinciana West Community Development District.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Pledge of Allegiance

Audience Comments

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

SECOND ORDER OF BUSINESS

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Hearing no comments from the audience, the next order of business followed.

FOURTH ORDER OF BUSINESS

Approval of the August 16, 2017 Meeting Minutes

Mr. Case stated each Board member received a copy of the minutes of the August 16,

2017 meeting and requested any additions, corrections or deletions.

There not being any,

On MOTION by Ms. Bzdewka seconded by Mr. Rosenberg with all in favor the minutes of the August 16, 2017 meeting were approved.

FIFTH ORDER OF BUSINESS District Manager's Report A. Presentation of Financials and Check Register

The Financial Report for the period ending September 30, 2017 and check register were

presented.

On MOTION by Ms. Bzdewka seconded by Mr. Rosenberg with all in favor the September 30, 2017 Financial Statements were accepted and the Check Register was approved.

B. Resolution 2018-04 Amending the General Fund Budget for FY 2017

On MOTION by Mr. Vento seconded by Ms. Bzdewka with all in favor Resolution 2018-04 a budget amendment amending the general fund budgets for fiscal year 2017 was adopted.

C. Motion Assigning Fund Balance as of September 30, 2017

On MOTION by Ms. Bzdewka seconded by Mr. Rosenberg with all in favor motion assigning fund balance of \$65,156 to fund fiscal year 2017 operations as of September 30, 2017, was approved.

D. Discussion and Ratification of Fiscal Year 2018 Insurance Policy

• Due to time constraints, the fiscal year 2018 insurance policy was renewed for one year at the current terms and conditions. The next renewal in July will be brought back to the Board for review.

• The Board will review current insurance policies and renewal dates.

On MOTION by Ms. Bzdewka seconded by Mr. Rosenberg with all in favor the action by the District Manager to renew the insurance policy for fiscal year 2018 was ratified.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being no report, the next item followed.

B. Engineer

Kathy Leo is no longer with Atkins. Michael Dell'Isola will be the representative from

Atkins working with the District.

C. Field Manager

- i. Discussion of Floralawn Agreement Expires 10/31/17
- The Floralawn contract was discussed and the Board would like to renew the contract with certain terms and conditions.
- A scope of services will be prepared including decreasing fertilization cycles around the ponds from four to two per year; and mowing of pond banks uphill, not throwing grass clippings into the ponds.
- Floralawn will be invited to the JOINT Poinciana and Poinciana West meeting to discuss scope of services.

On MOTION by Ms. Bzdewka seconded by Mr. Brown with all in favor staff was authorized to send letter to Floralawn requesting an extension of the contract for additional one month period(s) to allow the contractor to prepare a revised scope of services.

• Proceeding with a FEMA claim regarding damage to skimmer boards caused by Hurricane Irma was discussed. The repair cost of a few thousand dollars is the same as the cost of filing a FEMA claim; therefore, it was agreed not to file with FEMA.

ii. Field Report

iii. Requests for Service

- Field reports were included in the agenda package.
- The Board requested a *Pending Item List* be included with the report.
- The Floralawn report is to separately identify Poinciana and Poinciana West ponds.

- It was requested the Board be notified when requests/issues from residents are resolved by staff.
- The issue of midge and mosquitoes on the ponds was discussed.
- Mr. Eckert commented a report by the University of Florida was done on this for the Districts and it may be beneficial to have the representative of the University revisit this issue.
- This item will be addressed at the joint meeting.

SEVENTH ORDER OF BUSINESS Supervisor Comments There not being any, the next order of business followed.

EIGHTH ORDER OF BUSINESS Audience Comments

Hearing no comments from the audience, the next order of business followed.

NINTH ORDER OF BUSINESS

There being no further business,

On MOTION by Ms. Bzdewka seconded by Mr. Rosenberg with all in favor the meeting was adjourned at approximately 12:45 p.m.

Assistant Secretary

Charles W. Case, III Chairman

Adjournment

Fifth Order of Business

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

Attest:

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Witness:

FLORALAWN INC.

(Signature of Witness)

By:_____ Its:_____

(Print Name of Witness)

Exhibit A: Revised Scope of Services

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 $3\frac{1}{2}$ to 4 inches for Bahia.

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

• ST. AUGUSTINE TURF AND IRRIGATED BAHIA TURF

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

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

• 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. The Contractor shall ensure that there are no leafs or grass clipping blowing into the ponds.

6. MONITORING

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

7. TRASH REMOVAL

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

8. DEBRIS REMOVAL

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

9. DEAD WOOD/ MATTER

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

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

10. CONTRACTOR'S PERFORMANCE AND APPEARANCE

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

11. NEGLECT AND VANDALISM

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

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

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

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

16. QUALITY

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

FERTILIZATION AND PEST CONTROL SPECIFICATIONS

GENERAL REQUIREMENTS

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

TURF CARE SPECIFICATIONS: St. Augustine Turf

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

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

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

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

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

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

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

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

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

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

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

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

TURF CARE SPECIFICATIONS: Bahia Turf

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

WARRANTY

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

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

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

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

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

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

ORNAMENTAL PALM TREE PROGRAM:

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

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

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

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

WARRANTY

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

IRRIGATION MAINTENANCE SPECIFICATIONS

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

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

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

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

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

FREQUENCY

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

IRRIGATION CONTRACTOR RESPONSIBILITIES

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

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

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

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

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

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

SERVICE SPECIFICATIONS

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

The written proposal shall include:

• Hourly rate for irrigation tech

• Necessary materials

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

STORM PREPARATION

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

SPECIAL SERVICES SPECIFICATIONS

MULCH

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

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

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

COMMUNICATION

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

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

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

Appendix I

Types of Machinery Used at Solivita

Pond Banks:

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

Flat Areas:

 \circ 70 inch mowing deck mower

Sixth Order of Business

AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT AND GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC

Date of Agreement (the "Contract"): __st day of December, 2017.

Between:	Governmental Management Services – Central Florida, LLC 135 W. Central Blvd, Suite 320 Orlando, Florida 32801
	(Hereinafter referred to as "Manager");
And:	Poinciana West Community Development District A unit of special purpose local government located in Polk County, Florida

(Hereinafter referred to as "District").

GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING SERVICES

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

<u>Meetings, Hearings, Workshops, Etc.</u>

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

<u>Records</u>

• The Manager will maintain "Record of Proceedings" for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract. The Manager will keep and maintain all records of the District, serve as the District's designated "Custodian of Public Records," and ensure the District's compliance with all requirements of Florida's public records laws, pursuant to Chapter 119, Florida Statutes, and all such successor and related laws of Florida.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District's public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- On or before October 1st of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.

- File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
- File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
- Transmit Public Facilities Report and related updates to appropriate agencies.
- Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.
- The Manager will recommend and implement investment policies and procedures pursuant to State law, and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

<u>Audits</u>

• The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

<u>Budgeting</u>

• The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager

will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.

• The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

Maintenance Contract Administration

• The Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.

• The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements. The Management, Administrative, Accounting, Assessment Administration and Field Management Servies shall commence on January 25, 2018.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment shall be made in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: travel, reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies, computer time. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This Contract shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

- 1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
- 2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS

- 1. All invoices are due and payable when received.
- 2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
- 3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- 4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
- 5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees,

representatives, successors and assigns arising out of or in connection with: (i) any services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this Contract; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Managers officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, Contracts, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.

- 6. Nothing contained in this Contract 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 Contract 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.
- 7. Any amendment or change to this Contract shall be in writing and executed by all parties.

NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Poinciana West Community Development District 135 W. Central Blvd, Suite 320 Orlando, Florida 32801 Attn: Chairman

With a copy to:

Poinciana West Community Development District c/o Michael Eckert Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

If notice is sent to Manager, it shall be sent to:

Governmental Management Services – Central Florida, LLC 135 W. Central Blvd, Suite 320 Orlando, Florida 32801 Attn: George S. Flint

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

Approved by:

Board of Supervisors Poinciana West Community Development District

Secretary/Assistant Secretary

By:_____

Chairman

Governmental Management Services - Central Florida, LLC.

Witness

George S. Flint, Vice-President

\$ 3,500 (per bond issue)

EXHIBIT A DISTRICT MANAGEMENT FEE SCHEDULE NOVEMBER 2017

Management, Administrative, and Accounting Services

 Annual Fee paid in equal monthly payments (plus reimbursables) 	\$ 45,000
Annual Assessment Administration (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collect	\$ 5,000 tor)
Field Management Services Annual Fee paid in equal monthly payments (plus reimbursables)	\$ 10,000
Other Services*	
Amenity Management	Negotiated
Website Administration	\$ 1,500
 Dissemination Agent (per bond issue) 	\$ 5,000
Bond Issuance	\$ 12,500 (per bond issue)
Assessment Methodology	\$ 15,000 (per bond issue)
SERC Preparation	\$ 2,500

Annual Construction Accounting

*Costs for other services shall be by separate agreement or work authorization and may be adjusted based upon the scope of services provided.

Seventh Order of Business

RESOLUTION 2018-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Poinciana West Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Polk County, Florida; and

WHEREAS, due to the impending change of the District's management company, the Board of Supervisors of the District desires to provide for the appointment and removal of a Treasurer, Assistant Treasurers, Secretary and Assistant Secretaries.

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

<u>Section 1</u>. George Flint is appointed Assistant Secretary, which appointment shall end on January 25, 2018. George Flint is appointed Secretary effective January 25, 2018. Effective January 25, 2018, the existing Secretary Chuck Walter is removed.

Section 2. Jason Showe is appointed Assistant Secretary. Effective January 25, 2018, all Assistant Secretaries employed by Severn Trent Environmental Services, Inc. or its affiliates are removed.

Section 3. Ariel Lovera is appointed Assistant Treasurer, which appointment shall end on January 25, 2018. Ariel Lovera is appointed Treasurer effective January 25, 2018. Effective January 25, 2018, the existing Treasurer Robert Koncar is removed.

<u>Section 4</u>. Teresa Viscarra is appointed Assistant Treasurer. Effective January 25, 2018, all Assistant Treasurers employed by Severn Trent Environmental Services, Inc. or its affiliates are removed.

<u>Section 5.</u> This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 13TH DAY OF DECEMBER, 2017.

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Eighth Order of Business

8A.

POINCIANA WEST

Community Development District

Financial Report October 31, 2017

Prepared by



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POINCIANA WEST

Community Development District

Financial Statements

(Unaudited)

October 31, 2017

Balance Sheet

October 31, 2017

ACCOUNT DESCRIPTION	G	ENERAL FUND	20	Series 17 Debt Ervice Fund	TOTAL
ASSETS					
Cash - Checking Account	\$	54,630	\$	-	\$ 54,630
Due From Other Funds		13,742		-	13,742
Investments:					
Money Market Account		482,208		-	482,208
Prepayment Fund (R 1)		-		1	1
Reserve Fund (R 1)		-		392,831	392,831
Reserve Fund (R 2)		-		121,979	121,979
Revenue Fund		-		276,147	276,147
Prepaid Items		1,833		-	1,833
TOTAL ASSETS	\$	552,413	\$	790,958	\$ 1,343,371
LIABILITIES					
Accounts Payable	\$	1,581	\$	-	\$ 1,581
Due To Other Funds		-		13,742	13,742
TOTAL LIABILITIES		1,581		13,742	15,323
FUND BALANCES Nonspendable:					
Prepaid Items		1,833			1,833
Restricted for:		1,000		-	1,000
Debt Service				777 016	777 046
		-		777,216	777,216
Assigned to:					
Operating Reserves		65,156		-	65,156
Unassigned:		483,843		-	483,843
TOTAL FUND BALANCES	\$	550,832	\$	777,216	\$ 1,328,048
TOTAL LIABILITIES & FUND BALANCES	\$	552,413	\$	790,958	\$ 1,343,371

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	
REVENUES					
Interest - Investments	\$ 3,000	\$ 250	\$ 362	\$ 112	
Interest - Tax Collector	-	-	1	1	
Special Assmnts- Tax Collector	309,888	-	-	-	
Special Assmnts- Discounts	(12,396) -	-	-	
TOTAL REVENUES	300,492	250	363	113	
EXPENDITURES					
Administration					
P/R-Board of Supervisors	6,000	-	2,000	(2,000)	
FICA Taxes	459	-	153	(153)	
ProfServ-Arbitrage Rebate	600	-	-	-	
ProfServ-Dissemination Agent	5,000	-	-	-	
ProfServ-Engineering	20,000	1,667	-	1,667	
ProfServ-Legal Services	50,000	4,167	1,555	2,612	
ProfServ-Mgmt Consulting Serv	50,525	4,210	4,210	-	
ProfServ-Property Appraiser	6,198	6,198	-	6,198	
Auditing Services	4,023	-	-	-	
Postage and Freight	1,000	84	115	(31)	
Insurance - General Liability	10,883	10,883	10,074	809	
Printing and Binding	1,500	125	146	(21)	
Legal Advertising	2,000	400	267	133	
Miscellaneous Services	636	53	106	(53)	
Misc-Assessmnt Collection Cost	6,198	-	-	-	
Office Supplies	200	16	-	16	
Annual District Filing Fee	175		-		
Total Administration	165,397	27,803	18,626	9,177	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2017

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	R TO DATE BUDGET	R TO DATE	RIANCE (\$) /(UNFAV)
Field					
ProfServ-Field Management		4,371	364	364	-
Contracts-Landscape		56,294	4,691	4,691	-
Contracts-Aquatic Midge Mgmt		22,000	1,833	1,834	(1)
Contracts-Aquatic Weed Control		32,430	2,703	2,702	1
R&M-Renewal and Replacement		10,000	834	-	834
Misc-Contingency		10,000	 833	 -	 833
Total Field		135,095	 11,258	 9,591	 1,667
TOTAL EXPENDITURES		300,492	39,061	28,217	10,844
Excess (deficiency) of revenues					
Over (under) expenditures		-	 (38,811)	 (27,854)	 10,957
Net change in fund balance	\$		\$ (38,811)	\$ (27,854)	\$ 10,957
FUND BALANCE, BEGINNING (OCT 1, 2017)		578,686	578,686	578,686	
FUND BALANCE, ENDING	\$	578,686	\$ 539,875	\$ 550,832	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2017

ACCOUNT DESCRIPTION	 ANNUAL ADOPTED BUDGET	AR TO DATE BUDGET	YE	AR TO DATE ACTUAL	RIANCE (\$) /(UNFAV)
REVENUES					
Interest - Investments	\$ 100	\$ 8	\$	132	\$ 124
Interest - Tax Collector	-	-		5	5
Special Assmnts- Tax Collector	1,117,752	-		-	-
Special Assmnts- Discounts	(44,710)	-		-	-
TOTAL REVENUES	1,073,142	8		137	129
EXPENDITURES					
Administration					
ProfServ-Property Appraiser	22,355	22,355		-	22,355
ProfServ-Trustee Fees	5,500	5,500		-	5,500
Misc-Assessmnt Collection Cost	22,355	-		-	-
Total Administration	 50,210	 27,855		-	 27,855
Debt Service					
Principal Debt Retirement	465,000	-		-	-
Interest Expense	552,294	-		-	-
Total Debt Service	 1,017,294	 -		-	 -
TOTAL EXPENDITURES	 1,067,504	 27,855		-	 27,855
Excess (deficiency) of revenues					
Over (under) expenditures	 5,638	 (27,847)		137	 27,984
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	5,638	-		-	-
TOTAL FINANCING SOURCES (USES)	5,638	-		-	-
Net change in fund balance	\$ 5,638	\$ (27,847)	\$	137	\$ 27,984
FUND BALANCE, BEGINNING (OCT 1, 2017)	777,079	777,079		777,079	
FUND BALANCE, ENDING	\$ 782,717	\$ 749,232	\$	777,216	

Notes to the Financial Statements

October 31, 2017

General Fund

Assets

Cash and Investments - See Cash and Investment Report for further details.

Due From Other funds - GF paid Property Service appraisal fees of \$11,178 to the Debt Service Fund plus \$2,569 for 2017 Series Revenue Assessments.

► Liabilities

Accounts Payable - Outstanding invoices paid in November.

Debt Service

- Liabilities
 - Due To Other Funds Due to Debit Service Fund for Assessments Collected.

Notes to the Financial Statements

October 31, 2017

Financial Overview / Highlights

► The total General Fund expenditures are at approximately 9% of the Annual Budget.

Variance Analysis

Account Name	YTD Adopted Budget	YTD Actual	% of Budget	Explanation
Expenditures				
Administrative				
Insurance - General Liability	\$ 10,883	\$ 10,074	93%	Insurance premiums are paid in full for the year.

POINCIANA WEST

Community Development District

Supporting Schedules

October 31, 2017

Cash and Investment Report October 31, 2017

Account Name	Bank Name	Investment Type	Yield	Bala	ance
GENERAL FUND					
Checking Account- Operating	SunTrust Bank	Checking Account	0.04%	\$	54,630
Money Market Account	Bank United	Money Market	0.45%	\$	482,208
			Subtotal	\$	536,838
Series 2017 Prepayment Account (R1)	US Bank	Open-Ended Commercial Paper	0.05%	\$	1
Series 2017 Prepayment Account (R2)	US Bank	Open-Ended Commercial Paper	0.05%	\$	-
Series 2017 Reserve Account (R1)	US Bank	Open-Ended Commercial Paper	0.05%	\$	392,831
Series 2017 Reserve Account (R2)	US Bank	Open-Ended Commercial Paper	0.05%	\$	121,979
Series 2017 Revenue Account	US Bank	Open-Ended Commercial Paper	0.05%	\$	276,147
			Subtotal	\$	790,958
			Total	\$	1,327,796

Poinciana West CDD

Bank Reconciliation

Bank Account No.	7396	SunTrust Bank - GF	
Statement No.	10-17A		
Statement Date	10/31/2017		
G/L Balance (LCY)	54,630.13	Statement Balance	38,184.34
G/L Balance	54,630.13	Outstanding Deposits	20,000.00
Positive Adjustments	0.00		
		Subtotal	58,184.34
Subtotal	54,630.13	Outstanding Checks	3,554.21
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	54,630.13	Ending Balance	54,630.13
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandin	ng Checks					
9/18/2017	Payment	001312	AMERICAN ECOSYSTEMS, INC	2,702.46	0.00	2,702.46
10/12/2017	Payment	001325	MOYER MANAGEMENT GROUP, INC	62.00	0.00	62.00
10/25/2017	Payment	001328	FEDERAL EXPRESS INC.	100.95	0.00	100.95
10/26/2017	Payment	001331	LEONARD VENTO	319.40	0.00	319.40
10/26/2017	Payment	001332	CHARLES W. CASE III	369.40	0.00	369.40
Total	Outstanding	Checks				3,554.21
Outstandin	ng Deposits					
10/31/2017		JE001670	Deposit in Transit from MMA #2823###	G/L 20,000.00	0.00	20,000.00
Total	Outstanding	Deposits				20,000.00

POINCIANA WEST Community Development District

Check Register

October 31, 2017

POINCIANA WEST Community Development District

Check Register by Fund For the Period from 10/1/17 to 10/31/17 (Sorted by Check No.)

Fund No.	Check No.	Check Date	Payee	Invoice No.	Invoice Description	G/L Account Name	G/L Account #	Check Amount
<u>GENE</u>	ERAL F	UND - O	01					
001	001322	10/06/17	AMERICAN ECOSYSTEMS. INC	1710296	OCT WTR MGMNT	Contracts-Aquatic Weed Control	534134-53901	\$2,702.46
001	001323	10/06/17	CLARKE ENVIRONMENTAL	6364716	MOSQUITO MANAGEMENT	Misc-Contingency	549900-53901	\$1,833.33
001	001323	10/06/17	CLARKE ENVIRONMENTAL	6364262	MOSQUITO MGMT OCT SVC	Contracts-Aquatic Midge Mgmt	534130-53901	\$1,833.33
001	001324	10/06/17	FLORALAWN 2, LLC	2033	LAWN MAINT OCT 2017	Contracts-Landscape	534050-53901	\$4,691.16
001	001325	10/12/17	MOYER MANAGEMENT GROUP, INC	100617	WEBSITE MGMNT P/E 9/27/17	Miscellaneous Services	549001-51301	\$62.00
001	001326	10/12/17	PUBLIC RISK INSURANCE AGENCY	52352	10/1/17-10/1/18 PUBLIC OFFICIA	Insurance - General Liability	545002-51301	\$5,074.00
001	001326	10/12/17	PUBLIC RISK INSURANCE AGENCY	52353	10/1/17-10/1/18 GEN LIAB	Insurance - General Liability	545002-51301	\$5,000.00
001	001327	10/18/17	HOPPING, GREEN & SAMS	96107	AUG GEN COUNSEL	ProfServ-Legal Services	531023-51401	\$1,554.85
001	001328	10/25/17	FEDERAL EXPRESS INC.	5-963-86957	OCT POSTAGE	Postage and Freight	541006-51301	\$100.95
001	001329	10/25/17	POINCIANA WEST CDD	101217	2017 SERIES REV ASSESS	Due From Other Funds	131000	\$2,569.13
001	001330	10/25/17	THE LEDGER	L060G0I7DS	10/18/17 MTG NOTICE	Legal Advertising	548002-51301	\$267.17
001	118	10/05/17	POINCIANA WEST CDD	092517	TRANFFROM MMA TO GEN FUND	Due From Other Funds	131000	\$50,000.00
001	119	10/25/17	POINCIANA WEST CDD	AWEST-101617	REPLENISH GENERAL FUNDS	Due From Other Funds	131000	\$20,000.00
001	001331	10/26/17	LEONARD VENTO	PAYROLL	October 26, 2017 Payroll Posting			\$319.40
001	001332	10/26/17	CHARLES W. CASE III	PAYROLL	October 26, 2017 Payroll Posting			\$369.40
001	001333	10/26/17	SIDNEY ROSENBERG	PAYROLL	October 26, 2017 Payroll Posting			\$369.40
001	001334	10/26/17	WILLIAM T. BROWN	PAYROLL	October 26, 2017 Payroll Posting			\$369.40
001	001335	10/26/17	SHIRLEY ANN BZDEWKA	PAYROLL	October 26, 2017 Payroll Posting			\$369.40
							Fund Total	\$97,485.38

Total Checks Paid \$97,485.38

8B.

AUDITOR SELECTION **EVALUATION CRITERIA**

1. Ability of Personnel.

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. **Proposer's Experience.** (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g., the existence of any natural disaster plan for business operations).

5 Price.

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

(20 Points)

(20 Points)

SAMPLE

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2017 Polk County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than______, at the offices of the District Manager, located at 210 North University Drive, Suite 702, Coral Springs, FL 33071. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit seven (7) copies of the Proposal Documents as well as one (1) electronic copy on a flash drive, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – "Poinciana West Community Development District" on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation

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Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal
- E. Must perform the audit fieldwork at the office where the District records are maintained.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a

notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

Ninth Order of Business

9C.

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT FIELD MANAGEMENT REPORT

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POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT

FIELD MAINTENANCE HIGHLIGHT REPORT

NOVEMBER 2017

COMPLETED ITEMS:

- Meet with contractors on a monthly basis and performed a drive through
- Followed up with vendors on pending items
- Reviewed and processed invoices on a weekly basis
- Performed pond inspections and meet with vendor as needed
- Followed up on a daily resident and vendor activities
- Returned phone calls

ATTACHMENTS

- Residential Service Request Log
- Floralawn Report
- Clarke Mosquito Control Report
- American Ecosystems Report

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT RESIDENTIAL SERVICE REQUEST LOG

11/6/2017	624 Tapatio Lane Pond 9	algae and pond level is low	psond level is normal	Paul Wetlings	Clanke	Complete
11/20/2017	231 New River Dr.	midge infestation	Glarke treated for midges	Deanna Cannata	Clarke	Complete
11/20/2017	586 Villa Park Rd. Pond 6	midge infestation	Clarke treated for midges	Radhelle Quinn	Clarke	Complete

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT FLORALAWN REPORT



POINCIANA WEST CDD

November 2017 Solivita Pond Report

POND 1	POND 11	POND 21
POND 2	POND 12	POND 22
POND 3	POND 13	VOLARE DRY PONDS
POND 4	POND 15	ZONE 1 BAHIA
POND 5	POND 16	VERONA DRY PONDS
POND 6	POND 17	
POND 7	POND 18	
POND 8	POND 19A	
POND 9	POND 19B	
POND 10	POND 20	

We edged around the treering, cut around structure of dry ponds. We also have been mowing the new (2) ponds by the new entrance at Vestrella and (1) at San Raphael.

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT CLARKE MOSQUITO REPORT



Poinciana West Community Development District Monthly Midge Treatment Report November 1, 2017- November 30, 2017

Night Truck Spray

• 8.8 Miles were sprayed

ATV ULV Spray

• 9.8 Miles were sprayed

Backpack Pellet Larvicide

• 5.5 Acres were treated

Boat Larvicide Treatments

• 40.20 Acres were treated

COMP PCDD Monthly Treatment Report

Date between : 11/1/2017 and 11/30/2017 **Customer Site ID Condition/Weeds Treated Treatment Date** 10-A 11/2/2017 Clean **10-B** 11/2/2017 Clean A-1 11/29/2017 Clean A-11 11/2/2017 Clean A-12 11/29/2017 Clean A-12 11/29/2017 Planktonic A-13 11/29/2017 Clean A-13 11/29/2017 Planktonic A-2 11/7/2017 **Filamentous** A-2 11/7/2017 Planktonic A-20 11/2/2017 Clean A-21 11/17/2017 **Filamentous** A-21 11/17/2017 Planktonic A-22 11/17/2017 **Filamentous** 11/17/2017 A-22 Planktonic A-3 11/2/2017 Clean A-4 11/2/2017 Clean A-5 11/17/2017 Planktonic A-6 11/2/2017 Clean A-7 11/8/2017 Planktonic A-8 Clean 11/2/2017 A-9 Clean 11/29/2017 B-1 11/13/2017 Filamentous B-1 11/13/2017 Planktonic B-11 11/2/2017 Clean B-15 11/2/2017 Clean B-16 11/8/2017 Alligator Weed B-16 11/8/2017 Pennywort B-16 11/8/2017 **Shoreline Grasses**

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C-1	11/29/2017	Alligator Weed
C-1		
	11/29/2017	Pennywort
<u>C-1</u>	11/29/2017	Shoreline Grasses
C-10	11/16/2017	Filamentous
C-10	11/16/2017	Hydrilla
C-11	11/15/2017	Filamentous
C-11	11/15/2017	Hydrilla
C-11	11/15/2017	Planktonic
C-12	11/14/2017	Filamentous
C-12	11/14/2017	Hydrilla
C-13	11/2/2017	Clean
C-14	11/2/2017	Alligator Weed
C-14	11/2/2017	Pennywort
C-14	11/2/2017	Shoreline Grasses
C-15	11/15/2017	Alligator Weed
C-15	11/15/2017	Azolla
C-15	11/15/2017	Duckweed
C-15	11/15/2017	Filamentous
C-15	11/15/2017	Pennywort
C-15	11/15/2017	Shoreline Grasses
C-15	11/15/2017	Spike Rush
C-16	11/2/2017	Alligator Weed
C-16	11/2/2017	Pennywort
C-16	11/2/2017	Shoreline Grasses
C-17	11/16/2017	Filamentous
C-17	11/16/2017	Hydrilla
C-17	11/16/2017	Planktonic
C-18	11/2/2017	Clean
C-19	11/16/2017	Filamentous
C-2	11/2/2017	Clean
C-20		
	11/14/2017	Filamentous
C-20	11/14/2017	Hydrilla
C-6	11/15/2017	Clean
C-6B	11/15/2017	Clean
C-8	11/15/2017	Filamentous
C-9	11/16/2017	Filamentous
D-1	11/29/2017	Clean
D-1	11/29/2017	Planktonic
D-10	11/2/2017	Alligator Weed
D-10	11/2/2017	Pennywort
D-10	11/2/2017	Shoreline Grasses
D-10	11/2/2017	Alligator Weed
D-11	11/2/2017	Cattail
D-11	11/2/2017	Pennywort
D-11	11/2/2017	Shoreline Grasses
D-2	11/2/2017	Clean
D-3	11/2/2017	Clean
D-4	11/13/2017	Filamentous
D-4	11/13/2017	Spike Rush
D-5	11/2/2017	Clean
D-6	11/2/2017	Clean
D-7	11/2/2017	Clean
D-8	11/2/2017	Clean
D-9	11/29/2017	Alligator Weed
D-9	11/29/2017	Pennywort
		I CIIIIAMAAIT
D-9	11/29/2017	Planktonic

Clarke Monthly Treatment Report September 2014

E-1	11/17/2017	Filamentous
E-1	11/17/2017	Planktonic
E-11	11/2/2017	Clean
E-15	11/2/2017	Clean
E-18	11/2/2017	Clean
E-19	11/2/2017	Clean
E-2	11/2/2017	Filamentous
E-21	11/2/2017	Filamentous
E-3	11/17/2017	Filamentous
E-31	11/2/2017	Clean
E-5	11/2/2017	Clean
E-6	11/2/2017	Clean
E-8	11/2/2017	Clean
F-7	11/29/2017	Alligator Weed
F-7	11/29/2017	Pennywort
F-7	11/29/2017	Shoreline Grasses

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT AMERICAN ECOSYSTEMS REPORT

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT

OPERATIONS & MAINTENANCE HIGHLIGHT

AMERICAN ECOSYSTEMS AQUATIC MANAGEMENT REPORT

November 2017

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

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

Additional specifics on individual ponds below:

POND #1- Treatment for Hydrilla, Algae.

POND #2- Treatment for Filamentous Algae continues.

POND #3- Treatment for Filamentous Algae continues.

POND #4- Treatment for Filamentous Algae continues.

POND #4A- No additional treatment required.

POND #5- Treatment for Hydrilla, Algae.

POND #6- Treatment for Filamentous Algae.

POND #7- Treatment for Hydrilla, Algae.

POND #8- Treatment for Filamentous Algae.

POND #9- Treatment for Hydrilla, Algae.

POND #10- Treatment for Filamentous Algae.

POND #11- Treatment for Filamentous Algae & Hydrilla.

POND #12- Treatment for Filamentous Algae & Hydrilla.

POND #13- Treatment for Filamentous Algae, Hydrilla.

POND #15- Treatment for Filamentous Algae.

POND #16- Treatment for Filamentous Algae.

POND #16A- No additional vegetation present.

POND #17- Treatment for Filamentous Algae.

POND #18- Treatment for Filamentous Algae.

POND #20- Treatment for Filamentous Algae.

POND #21- Treatment for Filamentous Algae.

POND #22- Treatment for Filamentous Algae.

POND #23- Treatment for Filamentous Algae.

POND #24- No additional vegetation present.

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

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

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

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

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

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

ADDITIONAL NOTES:

Growth is slowing down a bit in the month of November usually at this time of the year the water level drops creating additional shoreline grasses. Algae and Hydrilla are under control. Treatment will continue on weekly basis as needed.

Regards Claudio Dantas Field Manager American Ecosystems Inc.