

*Poinciana West  
Community Development District*

*Agenda Package*

*December 4, 2019*

# AGENDA

# *Poinciana West*

## *Community Development District*

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

November 27, 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, December 4, 2019 at 9:30 AM at Mosaics, 388 Village Drive, Poinciana, Florida.** PLEASE NOTE THE LOCATION OF THE MEETING. Following is the advance agenda for the meeting:

1. Roll Call
2. Pledge of Allegiance
3. Public Comment Period on Agenda Items
4. Organizational Matters
  - A. Acceptance of Resignation of Shirley Bzdewka
  - B. Review of Letters of Interest/Resumes
  - C. Appointments of Individuals to Fulfill the Board Vacancies
  - D. Administration of Oaths of Office to Newly Appointed Board Members
  - E. Consideration of Resolution 2020-01 Electing Officers
5. Approval of Minutes of the July 17, 2019 and September 18, 2019 Meetings
6. Public Hearing
  - A. Consideration of Resolution 2020-02 Adopting Amended Rules of Procedure
7. Ratification of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2019
8. Discussion of Holding Joint Meeting with Poinciana CDD
9. 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
10. Supervisor's Requests
11. General Audience Comments
12. Other Business
13. Next Meeting Date – January 15, 2020
14. Adjournment

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

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

The fourth order of business is the Organizational Matters. Section A is the acceptance of resignation of Shirley Bzdewka. A copy of the resignation letter is enclosed for your review. Section B is the review of letters of interest/resumes received from residents interested in serving on the Board. Residents able to attend the meeting will be available for Board questions. Section C are the appointments of individuals to fulfill the Board vacancies and Section D is the administration of the Oaths of Office to the newly appointed Board Members. Section E is the consideration of Resolution 2020-01 electing officers. A copy of the Resolution is enclosed for your review.

The fifth order of business is the approval of minutes of the July 17, 2019 and September 18, 2019 meetings. The minutes are enclosed for your review.

The sixth order of business opens the public hearing. Section A is the consideration of Resolution 2020-02 adopting amended Rules of Procedure. A copy of the Resolution and proposed rules are enclosed for your review.

The seventh order of business is the ratification of agreement with Berger, Toombs, Elam, Gaines & Frank to provide auditing services for the Fiscal Year 2019. A copy of the agreement is enclosed for your review.

The eighth order of business is the discussion of holding a joint meeting with the Poinciana CDD. This is an open discussion item.

The ninth 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,



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



# SECTION IV

# SECTION A

Shirley Bzdewka  
927 San Raphael St  
Poinciana, FL 34759

October 5, 2019

Dear George,

It is with great sadness that I submit my letter for resignation as a supervisor on the Poinciana West CDD Board effective immediately. It has been my great pleasure to serve on the board for the past two years. I wish the board and the community continued success in the future.

Sincerely,

A handwritten signature in cursive script that reads "Shirley Bzdewka".

Shirley Bzdewka

# SECTION B

**Dr. Maneck J Master**  
**759 San Raphael St**  
**Kissimmee, FL 34759**  
**+1-973-479-9333**  
**maneck.master@gmail.com**

**Overview** More than 30 years of Executive and Board experience in academia, government and industry with a demonstrated ability to create consensus to achieve common goals and objectives. Dynamic independent thinker reaching out for pragmatic and workable solutions.

**Professional Experience**

<b>Managing Member and CEO, X-Strat LLC</b>	<b>2011-2014</b>
Develop custom technology, IT, and strategy solutions for institutions.	
<b>Senior Vice President, Telcordia Technologies (formerly Bellcore)</b>	<b>2000- 2010</b>
<b>Chief Operating Officer, NetCom Solutions International</b>	<b>1999-2000</b>
<b>Executive Management, AT&amp;T, (with increasing responsibilities)</b>	<b>1994-1999</b>
<b>R&amp;D Management, Bell Laboratories</b>	<b>1982-1994</b>
<b>Adjunct Professor, Monmouth University, NJ</b>	<b>1984-1987</b>

**Education**

- Ph.D., Electrical Engineering, University of Florida, Gainesville, 1982.
- Masters, Electrical Engineering, University of Florida, Gainesville, 1979.
- B. Tech, Electrical Engineering, Indian Institute of Technology (Bombay) 1977.
- Advance Executive Program, Kellogg School, Northwestern University, 1996.
- AT&T Leadership Development Program, 1994.
- Mini-MBA, AT&T School of Business/Wharton School, 1993.

**Honors and Research**

Member of Eta Kappa Nu, Tau Beta Pi, and Phi Kappa Phi  
Associate Editor, IEEE Transactions on Electromagnetic Compatibility.  
Senior Member, IEEE  
Member, American Geophysical Union

**Boards**

Appointed by Undersecretary of Defense to the Defense Science Board (DSB) Task Force on Nuclear Weapons Effects	2010-2014
Elected Member, Bedminster Township Board of Education, NJ	2003-2009
Member, Board of Education, Somerset Hills School District, NJ	2004-2009
Supporting Member, Scout Troop 53, Bedminster, NJ (Eagle Scout)	

**Clearances** Citizen of the United States, with US Top Secret clearance and SCI access

**From:** Stacie Vanderbilt svanderbilt@gmscfl.com  
**Subject:** PWCDD VACANCY( Solivita)  
**Date:** November 20, 2019 at 5:08 PM  
**To:**



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10/19/19

Mr. Flint,

My name is Larry Fair and I reside in Mira Vista and I am applying for the vacant seat on the PWCDD. I spent 42 years as a Business Development Manager with Westinghouse. I sold to Distributors, Builders, Developers, Utilities, Property Management Firms, Exporters, and Government. In addition I did Architectural Presentations, including Architectural and Engineering Specifications and Take Offs of Blue Prints.

In addition I mentored new Representatives, Field Sales Training, Collections, and Problem Solving. I had several different Territories which included, New York City Metro area, Central New Jersey, South Florida and my last territory was the largest volume territory, Metro Washington D.C. which included including parts of West Virginia and Delaware.

I have volunteered with CERT in Solivita and Maryland. In Solivita I am a CPR Trainer and part of the Emergency Response Team. Vice President of the YA YA club and Brooklyn Club. Long Term Care Ombudsman in Maryland and Central Florida.(Patient Advocate for Nursing Home Patients)

Thank you,  
Larry Fair  
1306 Harbor Ridge Drive

# Joseph L. Clark

- 306 Moorpark Way
- Poinciana, FL 34759
- 419.320.2642
- [joseph.clark4@gmail.com](mailto:joseph.clark4@gmail.com)

## Education

AA Journalism, Chabot College, Hayward CA, 1964

BA Journalism, University of California, Berkeley, 1966

MA Journalism, California State University, Northridge, 1991

## Employment

U.S. Army, 1959-62, Specialist 4

The Daily Review, Hayward, CA 1962-64 Reporter

The Associated Press, 1964-68, San Francisco, Denver, Los Angeles, Political Writer, Editor

Kaiser Industries Corp., Oakland, CA 1968-1986, Director of PR

Ogilvy & Mather, Los Angeles, VP Account Supervisor 1986-88

Core-Vent Corp., Encino, CA VP, PR & Advertising, 1988-90

The University of Toledo, Toledo, OH, 1991-2010, Lecturer, Director of Public Information, Assistant to the President

## Solivita

Current or past member, Pickleball, Poker, Fishing, Democratic Clubs. Co-founder, Solivita Amenities Evaluation Committee, PITH.

District Manager at [gflint@gmscfl.com](mailto:gflint@gmscfl.com)

Nov. 12, 2019

To whom it may concern:

I, Rhonda Y DiFranco would respectfully like to submit my interest on consideration to the CDD east # 3 seat. It is my understanding, a letter of intent needs to be submitted advising, I meet the eligibility to serve on the CDD Board. I am registered to vote in the State of Florida with an address within the boundaries of the Poinciana West CDD as my primary residence. I currently reside at 295 Indian Wells Ave. Kissimmee, FL. I believe my unique skills and experiences will enhance our beautiful community. I have included my resume for your review. Your consideration in to this matter is greatly appreciated.

Respectfully,

Rhonda DiFranco



# *Rhonda Y. DiFranco*

295 Indian Wells Ave • Poinciana, Florida 34759 • Cell 941-249-1583

Email: [rdifranco8226@gmail.com](mailto:rdifranco8226@gmail.com)

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## **EMPLOYMENT HISTORY**

### ***State of Florida-Department of Children and Family***

*Child Protective Investigator-Feb 2016 to 2018*

### ***North Port City Commission-2012 to 2016***

*Commissioner 2012*

*Vice Mayor 2013*

*Mayor 2014*

*Vice Mayor 2015-2016*

### ***Deputy/Sergeant***

***Sarasota County Sheriffs Office, Sarasota, Florida July 1991 –Jan 2012***

*Highlights:*

- *Front Desk Deputy*
- *Corrections Deputy*
- *Patrol Deputy*
- *Special Investigation, Narcotics detective*
- *Law Enforcement Accreditation Manager*
- *Sergeant-Patrol and Forensics*

### ***Nurse***

***Pasco County Sheriffs Office Land O' Lakes, FL July 1988 - 1991***

*Highlights:*

- *Administered Medical Care for inmates*

### ***Private Practice Nurse***

*Dr. Long, Dr. Minton, Dr. Lyons Tampa, Florida March 1983-1988*

### ***Nurse***

***Tampa Veterans Hospital, Tampa, FL October 1976-1983***

## **FORMAL EDUCATIONAL HISTORY**

**Associates Degree in General Studies**-Hillsborough Community College

**Basic Law Enforcement Academy**-Pasco Hernando Community College

**Dual Certification Law Enforcement/Corrections**-Sarasota Technical Institute

**Bachelors Degree in Criminal Justice**-International College (Naples/Ft. Myers, Florida) Cuma Sum laude

**Master's Degree -Forensic Psychology**-Argosy University, Sarasota, FL

**State of Florida: Nursing Certificate**  
1976-1991

## **EDUCATIONAL SKILLS OBTAINED**

- Basic Law Enforcement- State of Florida
- Basic cross training- Corrections
- Sex Crime Investigations training
- Dynamic entry and search warrant training
- DUI intoxilyzer 5000 training
- Radar Speed measurement
- Narcotics identification and investigation
- Child Development
- Domestic Violence
- Trauma
- FSFN application
- People first application.
- Weapons of Mass destruction- FEMA
- Incident response to terrorist bombings awareness training
- Forensic response and application to WMDs
- Forensic Science
- Shooting reconstruction
- Blood spatter reconstruction
- Latent print development
- Photographic evidence
- Forensic process of WMDs
- Certification for Investigators-State of Florida
- Ethics State of Florida
- Accreditation Course: FDLE
  - Getting started in accreditation
  - Designing an effective accreditation program
  - Managing the accreditation process
  - Medical Standards
  - Standards Review
  - Arrest/Detention of Foreign Nationals
  - How to write a policy
  - Assessor Training
  - Preparing for the On sight
  -

## **SOFTSKILLS COURSES**

- Leadership and Supervision training: Career Trac
- Effective Communication: Career Trac
- Ethics
- Computer programs, Excel, Microsoft, Word, PDF, Publisher.

- Robert Rules
- Public records
- Understanding of Employee Negotiations

#### **CORE STRENGTHS**

- Strong ability to lead teams
- Effectively applies time management skills in order to prioritize and to accomplish multiple tasks assigned
- Demonstrates strong written and administrative skills
- Provides direction to facilitate processes and tasks in multiple work groups
- Creates consistent and accurate documentation and training to empower less experienced officers to work more effectively
- Ability to demonstrate strong interpersonal skills in a team environment
- Chair and leadership
- Application of Parliamentary procedure
- Supervision

#### **ORGANIZATION AFILIATIONS**

- Board of Director of Tri-county Counseling- served 4 years
- Community Health Advisory Team-served 2 years
- Southwest Regional Planning Council- served on the board for 4 years
- Metropolitan Planning Organization- served 3 years
- MPO- Chair- Disability Board -served 3 years
- Mayors Council in Washington DC- served 2 years
- Tampa Regional Planning Council- served 3 years.
- League of Cities- Urban Community board served 4 years.
- National Organization for Women
- Southwest Commission of the Status on women. Vice President.
- FEMA Weapons of mass destruction. Anniston on Alabama 2year

#### **POLICING SKILLS**

- Certified Firearms
- Certified in all less lethal; asp, taser, and chemical
- Certified Radar
- Dynamic Entries
- Narcotics and Identification
- Field Training Officer
- Various Accreditation training
- Leadership and Supervision
- Forensic certifications
- Blood spatter expert
- Shooting reconstruction
- 3d Crime analysis
- Finger print and shoe impression
- DNA collection

- Crime scene reconstruction
- Policy formation
- Weapons of Mass destruction.
- Forensic management
- Supervision Policing.
- Supervision
- Human resources
- Disciplinary board member
- United States Marshalls. Transportation of deportation.

*References and supporting documentation furnished upon request*

# SECTION E

**RESOLUTION 2020-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT  
ELECTING THE OFFICERS OF THE DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Poinciana West Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

**Section 1.** \_\_\_\_\_ is elected Chairperson.

**Section 2.** \_\_\_\_\_ is elected Vice-Chairperson.

**Section 3.** \_\_\_\_\_ is elected Secretary.

**Section 4.** \_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.

**Section 5.** \_\_\_\_\_ is elected Treasurer.

**Section 6.** \_\_\_\_\_ is elected Assistant Treasurer.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of December, 2019.

**ATTEST:**

**POINCIANA WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chairperson

# SECTION V

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.

On MOTION by Ms. Bzdweka, seconded by Mr. LaRue, with all in favor, the Minutes of the March 19, 2019 Meeting, were approved.
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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 11<sup>th</sup> through April 30<sup>th</sup>. 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, the Public Hearing on Resolution 2019-07 and Resolution 2019-08 was closed.

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.

Mr. LaRue requested that the travel expenses be broken out separately because they are paying a rate of \$310 an hour for the attorney to travel to the meeting. He also requested to see the legal charges for the last year. Mr. Eckert stated he would provide the information requested and separate the line items moving forward.

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 31<sup>st</sup>. 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 5<sup>th</sup> 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 1<sup>st</sup> through July 11<sup>th</sup> 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 1<sup>st</sup> through July 11<sup>th</sup>, 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 1<sup>st</sup> through July 11<sup>th</sup>, was approved.

**i. Balance Sheet and Income Statement**

Mr. Flint presented the Unaudited Financial Statements through June 30<sup>th</sup>, 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 22<sup>nd</sup>, 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

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, September 18, 2019 at 9:30 a.m. in the Starlite Ballroom, 384 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Charles Case	Chairman
Shirley Bzdewka	Assistant Secretary
Peggy Gregory	Assistant Secretary
Roy LaRue	Assistant Secretary

Also present were:

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

*The following is a summary of the discussions and actions taken at the September 18, 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**

Ms. Case asked for any public comments about specific agenda items.

Mr. Norm Gundel (419 Fountain Valley Ln) spoke to agenda item 7, the review of Rules of Procedure. He was concerned about changes to Rule 1.3(3) regarding Agenda and Meeting Materials. The amendment states that they are limiting their obligation to make the agenda

materials public. He stated that was a mistake. He noted they are excluding financial statements and informational reports, and the residents should be seeing those materials. In the amendment it states that additional materials may be added or provided under separate cover at the meeting. The resident noted this is already a common practice, and pointed out it doesn't say the material shall be made available electronically. He stated that the amendment needs to say that. The resident stated that materials that come in late, or are provided at the meeting, need to be posted. Anything the Board sees; the residents should see.

Mr. LaRue agreed with Mr. Gundel and stated he planned on bringing the topic up. He stated it was a travesty that the Board couldn't provide information to all the residents.

Mr. Case asked Mr. Eckert if the State Legislature had been passed laws that allowed the Board to amend their rules in such a way. Mr. Eckert clarified that these are the Board's rules, and the Board has discretion on how it drafts its rules as long as it is consistent with local, state and federal laws. Mr. Eckert noted the reason for the change was that many districts were trying to manage their costs associated with posting documents on the website. The new focus on the Americans with Disabilities Act has created additional expense relative to the state-mandated posting of certain documents.

Mr. LaRue asked how it could cost more to put something on the website when they are already providing it to the Board. Mr. Eckert explained that everything posted on the website has to be ADA compliant, which means it has to be accessible to visually impaired people. Mr. Eckert noted when they send the agenda package via email it's not ADA accessible. He explained that the more that is placed on the website the greater the cost to the District. The proposed changes were provided to all 200+ districts his firm represents. Mr. Eckert stated the Board can approve it or reject it, it's up to them. He noted they were just trying to find a way to be efficient with the District's resources on the issue. Mr. Eckert clarified that just because it's not on the website, does not mean it's not a public record. If George gets a request from anybody asking for the financial statements, he will send them.

Mr. Flint noted this was an agenda item, and would be more appropriate to discuss at that time than under the public comment period. Mr. Case stated there is no desire from the board to keep the residents in the dark. Mr. Case asked for any other public comments on the agenda.

A resident noted she had a terrible issue with the midges and asked that they come to her house. Mr. Case noted that Clayton, the Field Manager, was going to address the midge problem

later in the meeting. He also suggested that the resident speak with Clayton directly after the meeting to talk about her experiences.

**FOURTH ORDER OF BUSINESS****Approval of Minutes of the July 17, 2019 Meeting**

Mr. Case presented the minutes of the July 17, 2019 meeting and asked for comments, questions, or changes. Mr. LaRue asked for an addition to be included in the July 17<sup>th</sup> minutes. He asked that the following be added; Mr. LaRue requested that the travel expenses be broken out separately because they are paying a rate of \$310 an hour for the attorney to travel to the meeting. He also requested to see the legal charges for the last year.

Mr. LaRue noted he got a reply from the attorney directly after the meeting that showed the Board has on average 2.9 hours per meeting, and they are spending \$900 per meeting for the attorney to drive down and back. Mr. LaRue requested that the full information provided from Mr. Eckert be put in the meeting minutes.

*The information provided by Mr. Eckert has been added to these minutes for reference.*

Mr. Flint suggested the Board approve the minutes subject to the addition of Mr. LaRue's comments if the Board was amenable.

On MOTION by Ms. Bzdewka, seconded by Mr. Case, with Mr. LaRue and Ms. Gregory being opposed, the Minutes of the July 17, 2019 Meeting were not approved.
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Mr. Flint noted that if the minutes were not approved, staff needed to understand why so they could correct them. Mr. Case clarified that the addition would be incorporated that Mr. LaRue requested. He asked why there was still opposition to the minutes. Mr. LaRue noted the minutes could be corrected and they would approve them next month. Mr. Flint stated they would bring them back.

Ms. Gregory stated that her opposition was because they talk about videotaping and transcription every month. She stated that there were always simple things left out.

Mr. Flint stated that the minutes are included in the agenda so the Board can review them and provide feedback. If the Board members see something when they are reviewing, they shouldn't wait until the meeting to address it. The Board members can email Mr. Flint and he can revise the minutes and provide the revised version to the Board. He added that they are

happy to make any changes and they would appreciate any feedback from the Board members in advance of the meeting if they have issues.

Mr. LaRue stated that he has done meeting minutes because he was the Chairman of an activities committee. He stated if you get somebody off the street to do the meeting minutes it doesn't make sense because they have no idea what the background is or what the issues are or how to phrase what they're hearing, it doesn't make sense to them. He stated that having a transcriptionist type the meetings is not acceptable.

Mr. Case reminded the supervisors that the minutes are summary minutes, not verbatim. There is a chance to review them prior to the meeting. He asked Mr. Flint if he received any calls or emails about the minutes. Mr. Flint did not. Mr. Case noted that if there were changes, recommendations, or revisions the Board members should contact the District Manager.

Mr. LaRue noted that he didn't feel he should have to make notes to make sure there isn't anything dropped. Mr. Case stated that when the supervisors accept the opportunity to serve the residents of the community, it is incumbent upon them to review the minutes.

After discussion, the Board decided to table the minutes for approval at the next Board meeting.

## **FIFTH ORDER OF BUSINESS**

### **Organizational Matters**

#### **A. Discussion of Process of Filling Vacancy in Seat #3 with a Term Ending November 2020**

Mr. Flint explained that any time there is a vacancy on the Board during the term of office, the remaining Board members vote on that replacement. The Board has flexibility in the process that they use to fill that position. In the past, the Board has chosen to notice the community through local media. The Board requests letters of interest or resumes. Once those are received, the individuals have typically been invited to make a statement to the Board. The Board will deliberate and it will require a majority of the Board to appoint an individual to the Board. That individual would serve through the end of the term of that seat, which is November 2020.

Mr. Case stated he was satisfied with the process they had used in the past. Mr. LaRue asked what the timeline was. Mr. Case suggested that the resumes be back for the next meeting so they could make a decision then. He suggested at least 14 days before the meeting so each Board member could review the resumes or letters.

**SIXTH ORDER OF BUSINESS****Discussion of Merger of Poinciana and Poinciana West CDDs**

Mr. Case explained that four years ago the Poinciana and Poinciana West Boards attempted to merge when they became aware that the HOA was merging their Boards. Mr. Case and Mr. Zimbardi, who were the two Chairmen of the Boards, met and discussed the topic at length. They brought information back to both Boards for discussion and both Boards agreed that would be the best way to serve the community. There was a substantial savings somewhere in the \$50,000 to 60,000 range. The two Boards developed an Interlocal Agreement and both Boards approved it. The agreement fundamentally stated that in order to merge the two Boards, the Poinciana West Board would provide two members for the new Board and the Poinciana Board would provide three Board members. Two Poinciana West CDD Board members at that time, Bill Brown and Sidney Rosenberg said they would willingly forfeit their seats in order to make the merger happen. The Poinciana West Board had difficulty narrowing down their members to three. In the meantime, the Poinciana West Board decided to fill the vacancy on their Board, and Supervisor Bzdewka was appointed. Ms. Bzdewka agreed that she would willingly give up her seat on the Board if the Boards were to merge in the future.

Mr. Case noted that they were faced with another vacancy. He suggest that anyone who applies put that clause in their agreement that if they are appointed they will willingly forfeit their seat should the Boards merge. Mr. Case asked the Board members who would forfeit their seat on the Board to make the merge happen. Ms. Gregory stated she thought it was premature to ask that. Ms. Gregory asked if Ms. Leo's costs would be cut in half were the Boards to merge, Ms. Leo answered that the administrative time at meetings would go down. The work in the field would be the same. Ms. Gregory stated that the Floralawn contract would not go down in price. Ms. Gregory stated that it was likely that George's price wouldn't go down. Mr. Flint explained their reduction in price would probably be 1/3<sup>rd</sup>. He noted they would save money on audits, noticing, etc. Ms. Gregory had heard it could cost \$70,000 to \$500,000 to merge the Boards. Ms. Gregory stated that she would like numbers on paper that reflect what the savings would be.

Mr. Case clarified that they obtained numbers four years ago when the Boards attempted to merge. Mr. Eckert presented the estimated administrative savings relative to the CDD merger that would have been done in 2015. It was estimated that each district would save approximately \$25,000 per year. The estimate to go through the merger process was \$15,000 filing fee that goes

to Polk County and the legal fees were \$80,000-\$120,000 altogether. Mr. Eckert stated their estimated return on investment in combining the two Boards was 1.5 to 2.3 years. Mr. Case noted again this information was four years old.

Mr. Case noted that all the numbers are available, and the Interlocal Agreement is done and available. Mr. Case asked the Board members if they were willing to save the residents money in perpetuity.

Ms. Bzdewka stated that she would forfeit her seat if the Boards merged. Mr. LaRue stated that he would not. He stated that when he was elected he won by a 2-1 margin. Mr. Case asked Mr. LaRue if he was willing to merge. Mr. LaRue stated they should get a new set of eyes on the information. He would like an independent person to look at the information and tell them if the numbers are real or not. He stated he did not trust the numbers provided. He stated that he had heard it could cost as much as \$800,000 to merge. Mr. LaRue recommended that Jan Carpenter look at the information and give them a realistic number.

Mr. Eckert noted that he had never given an estimate of \$800,000. The \$80,000 to \$120,000 was based on the last two mergers his office had done with CDD's. Mr. Case agreed that Jan should look at the numbers.

Mr. Case brought up the mandate that Mr. LaRue had previously discussed. Mr. LaRue noted that there has been no cooperation from the developer. Mr. LaRue stated there is also a lawsuit pending that if it goes their way, is going to provide a significant amount of money.

Mr. Case clarified that he and Ms. Bzdewka would both forfeit their seats to make the merger happen, and they were both for the merger. He stated that he was for saving the residents money.

## **SEVENTH ORDER OF BUSINESS**

### **Review of Revised Rules of Procedure and Setting a Public Hearing**

Mr. Eckert reminded the Board that these are the Board's Rules of Procedure. Mr. Eckert's firm prepares the rules based on feedback from multiple districts. Each district has a choice to adopt or not adopt a change to the rules, unless it is something required by law. Regarding meeting materials, the Board can keep the rules the same but they will need to discuss whether there is an additional cost. Mr. Eckert noted they provided a memo that summarized the different updates to the rules. The revised rules also include language that if you don't pay your outstanding balance for public records requests, the District does not have to incur additional



costs responding to future requests. The state is changing the financial disclosure system that the Board members have to file when they are elected, and annually. They are converting it over the next 2 to 3 years to an electronic system. Instead of being coordinated by the Supervisor of Elections of the county in which the District is located, it will be run by the Commission on Ethics out of Tallahassee. It is intended to make things easier and more accessible to the public. The Districts will have to designate a Financial Disclosure Coordinator and put something in the rules dealing with updates to email addresses. Mr. Eckert explained the flexibility for Board authorization, there are different procedures other than a motion and vote to give authorization. All the Board members can say they are in favor of something to give Board authorization. The statutes say that any discussion about security or fire safety must be done outside of the public meeting. For procedures regarding auditor selection, there is a new statute that says at least one Board member has to be on the Audit Committee. That Board member has to then be the Chair of the Audit Committee. For contract periods, he stated there was a three-year limit. Mr. Eckert noted they raised that to five years. The Board can prequalify contractors if they choose to now. He noted all the Board is doing today is approving the setting of a public hearing. The rules will not go into effect until the Board has that hearing, takes public comment, makes any changes the Board chooses, and then adopts the rules.

Mr. Eckert asked for any comments or questions on the rules. Ms. Gregory inquired about page 33, under b, and she asked why they would take out “understanding of scope.” Mr. Eckert explained that the reason they are suggesting taking it out is because it’s not required by statute. However, the rules allow the Board to include that as a criteria if they choose to. Mr. LaRue stated he believed they should include it, if they can’t understand the scope of work they don’t have business doing the work. Mr. Eckert noted that when they send out the audit notices, they get the same four or five audit companies every time. Those companies have done hundreds of CDD audits, they understand the scope of work. Mr. Flint stated that when the Board appoints the Audit Committee, the Board will approve the selection criteria. The Board will have the option of including or excluding price as a criteria. He explained the standard criteria he would bring to the Board’s consideration would include understanding of scope, the Board can include it as a requirement or not. The Board collectively agreed to leave understanding of scope in the Rules of Procedure.

Mr. LaRue brought up Rule 1.3(3) and asked that it be modified. He stated they should provide a full packet of information to the public so they can be informed. Mr. Case stated that in his years on the Board, no Supervisor has tried to keep any information from the public. He suggested that the rule change would give the Board flexibility. Everything would still be public record. Mr. LaRue stated that he wanted the residents to know what is going on, and asked that the following sentences be removed from the rule:

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.”

Mr. Case told Mr. Eckert to take the sentences out. He asked the Board members if they had any other changes. The Board had none.

Resident Mr. Gundel suggested adding “the additional materials may be added or provided under separate cover at the meeting, and they will be provided electronically.” Mr. Flint noted that they could do that, but if it is included in the rules and he gets a document right before the meeting and he cannot get it posted, then he would be in violation of the rules. Mr. Flint explained that the Board could provide direction that they desire to do that, but he suggested not having it in the rules. Mr. LaRue suggested saying that there will be times when information is not available until after the seven days, and it will be provided electronically as soon as possible. Mr. Eckert stated that he would add the language to the rules.

The Board discussed the meeting date for the public hearing. Mr. Case noted that some Board members will likely be gone or busy during Thanksgiving week. He suggested moving the meeting to the first Wednesday in December. The Board agreed to move the meeting and set the public hearing for December 4, 2019 at 9:30 a.m. Mr. Flint noted that he would check to see if their current location would be available for that date.

On MOTION by Ms. Bzdewka, seconded by Ms. Gregory, with all in favor, Setting the Public Hearing on Revised Rules of Procedure for December 4, 2019 at 9:30 a.m., was approved.

## **EIGHTH ORDER OF BUSINESS**

## **Discussion of Videotaping Board Meetings**

Mr. Flint reminded the Board that the request at the last meeting was that staff find out who used to tape the meetings. He reached out to Sheri with Evergreen. In the past Evergreen was recording the joint meetings. They agreed to video the meetings if the Board desired, and there would be a \$100 charge per meeting to do that. Mr. Flint asked if both Boards met consecutively if it would still be \$100 or \$200, and Evergreen stated it would be \$100. Therefore, the cost to each Board would be \$50 per meeting when the Boards meet on the same day.

Mr. Flint brought up the issue that if the Board is paying for the video, in effect it becomes the CDD's video. If it is the CDD's video then ADA compliance becomes a factor and the video will need to be closed captioned and there is a cost for that. If it's a third party videotaping the meeting, and posted on a third party website, then it's not the CDD's video and the ADA requirements don't come into play.

Mr. LaRue stated that it is their video only if they specify that in the agreement. Mr. Eckert stated that if the Board is going to be involved in arranging for it, paying for it, etc. it will likely be a public record, and will be something that may need to be made accessible. In the past, the District has not been involved with videotaping. Mr. LaRue inquired about a volunteer that would video and put the recording on the tv channel. Ms. Gregory stated they don't want to own a video, they want to live stream it on Channel 732. Ms. Gregory asked who the \$100 would go to, Mr. Flint assumed the payment was going to Lifestyles, either Evergreen or the HOA possibly. He did not know, he was just told that was the fee.

Mr. Case asked if Craig was able to and willing to recover that as a benefit for the HOA, would that work. Mr. Eckert stated that if the HOA felt they should do that as a service to their members, that was fine. Mr. Case noted that he would talk to Craig about that. Mr. Flint noted that he would be happy to provide the email with cost information to the Chairman.

## **NINTH ORDER OF BUSINESS**

### **Consideration of Landscape Maintenance Agreement with Floralawn Landscape**

Mr. Flint noted the current agreement with Floralawn expires at the end of September. District Counsel provided the Board with a redlined version. Mr. Flint explained the contract would extend 12 months with this agreement, and the numbers were the same. There are only two ponds left, 19A and 19B. If 19A and 19B are ready to be turned over to the District between now and the end of this contract, the developer would carry those expenses until the CDD adopts

the fiscal year 2021 budget to incorporate those. Mr. Eckert noted a change, it is only a one-year agreement but there is an option for two annual renewals.

Mr. LaRue stated it appeared the CDD was piggybacking onto the residential landscape maintenance service contract, he asked when the HOA contract for residential landscape maintenance expires. If they change services, he noted they would want to attach with that. Mr. Eckert stated it was originally set up to coincide with the HOA's contract in terms of timing. He noted that every contract he gives to the Board has a 30-day termination provision without cause. Mr. LaRue stated the contract does not have a scope of work. He stated if he gave the contract to someone with a mower and told them to fulfill the contract, there is no scope of work. He stated there is only a map from 2013, so it doesn't have the ponds included since then. He stated it needs to be cleaned up, there needs to be a scope of work. He stated that they should list each of the ponds they are supposed to mow, and a rough description of the fact that they are mowing from the waterline to the resident's property.

Mr. Flint noted there is a detailed scope of work in the contract. He stated that Mr. LaRue was referring to the definition of the areas to be maintained. Mr. Flint clarified that Mr. LaRue was wanting a map defining in better detail the areas that are being maintained. Mr. Eckert suggested approving the agreement subject to the changes suggested by Supervisor LaRue. He suggested giving Mr. LaRue final signoff on the form of the document.

On MOTION by Ms. Gregory, seconded by Mr. LaRue, with all in favor, the Landscape Maintenance Agreement with Floralawn Landscape Subject to Changes Requested by Mr. LaRue, was approved subject to final review and approval by Supervisor LaRue.

## **TENTH ORDER OF BUSINESS**

### **Consideration of Proposals for Stocking Pond 6 with Fish**

Mr. Flint noted that at the last meeting it was requested that staff get a price to stock Pond 6. Clayton reached out to the fishery they have used previously. He stated that right now it is too hot and December is likely the ideal time to introduce the fish to have maximum survivability of the fish. The cost to stock the pond is less than \$200. The price is an issue because the fisheries have minimums for delivery. Mr. Flint noted they have a \$1,000 minimum for delivering the fish, but they would work with Clarke to figure that out.

Mr. LaRue suggested they put fish in the other ponds if they needed to get more fish. Mr. Flint noted the Board could vote to approve \$1,000 and they could buy fish and put them in

different ponds. Mr. Flint noted they usually stock ponds based on a certain number of fish per acre, and staff would work with Clarke to develop a plan as to how the ponds would be stocked. There was Board consensus on the item.

## **ELEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Eckert noted that there is a pending motion to tax costs related the bond validation litigation. The District served discovery timely on the motion and we have not received responses. It was delayed until hearings could be set for early in September. Before the hearing was to take place, Mr. Eckert received an offer that they would provide discovery responses so the hearing was cancelled. Mr. Eckert stated that they received discovery responses and he sent them to the Board yesterday. The responses were insufficient, so they are looking into that issue.

Mr. Eckert stated a motion was filed by the other party to amend their costs to include costs such as attending CDD meetings, public requests, and some other things. They are now seeking an additional \$8,000. He stated he would keep the Board updated. Mr. Eckert stated his firm has reached the not to exceed amount of \$10,000 for legal fees that they agreed to so the Board is not incurring additional attorney's fees associated with this.

Mr. Eckert discussed the issue of minutes. Based on being someone who has litigated cases, he suggested the Board continue with summary minutes versus asking someone who is not a trained court reporter to do a verbatim transcript. He noted if they wanted a verbatim transcript, they should hire a court reporter. He advised the Board not have a verbatim transcript because there is a lot of dialogue at their meetings, the Board debates issues back and forth. Mr. Eckert noted that statements can be taken out of context if you change your mind about an issue. Cities, counties, local governments all do summary minutes. He suggested from a liability standpoint, that the Board continue with summary minutes. Mr. Case stated that was not a new recommendation from their attorney, and Mr. Eckert noted that had been his recommendation for nearly 25 years.

Mr. Case mentioned that Mr. Eckert had been a popular topic at the last few meetings. Mr. Case stated that Poinciana West's attorney is 18% less than the Poinciana attorney in his hourly fees. Mr. Case noted he had been very satisfied with Mr. Eckert's work for the CDD and stated there had not been a rate increase in a long time.

Mr. LaRue stated at 18% less, by the time you add travel fees they are still way over what the other attorney charges. He stated that Mr. Eckert has offered to consult via phone call and he suggested the Board do that. Mr. Case asked Mr. Eckert how many CDDs does he attend via phone only. Mr. Eckert noted that there are no CDDs he does only via phone, but there are a few CDDs that he will attend meetings in person 2 or 3 times a year and then the rest of the meetings he calls in. Mr. Eckert expressed his concern that if he attended meetings by phone, he wouldn't be able to hear anything. Mr. LaRue stated that supposedly the technology in the Ballroom had been improved. He suggested trying the phone out and if it works he moved that Mr. Eckert attend the next meeting via phone. Mr. Case stated Mr. Eckert will not attend the next meeting via phone. Mr. Case noted that members have tried to attend via phone, but they can't hear. Mr. Case stated he wants their attorney at the meeting to see what's going on if he's going to offer opinions. Mr. Case noted if there is an individual meeting and there's nothing relevant, they can discuss Mr. Eckert attending via phone. Mr. LaRue suggested looking at the phone to see if it works.

## **B. Engineer**

Ms. Leo noted they have been busy helping and supporting the maintenance team. An item was brought up with the Poinciana CDD that she wanted to bring to the Board's attention. Polk County is doing an expansion on Cypress Parkway and Marigold. They awarded that to an engineer at their August County Commission meeting. There will be an alignment study first. She noted as they learn more, they will keep the Board updated. Mr. LaRue asked if the expansion goes through the Parkway east or also west. Ms. Leo explained the expansion is Marigold from Cypress Parkway to Palmetto and Cypress Parkway from Solivita Boulevard west to Solivita Boulevard east.

## **C. District Manager**

### **i. Approval of Check Register**

Mr. Flint presented the Check Register, for the General Fund and Payroll from July 1<sup>st</sup> through September 11<sup>th</sup>, totaling \$78,816.55. Mr. Flint asked for any questions. Ms. Gregory asked about the expense in August for "Copies" totaling \$142.35 but the expense in September was \$34.05. She asked why there was such a large bill in August. Mr. Flint explained if he had time to prepare, he can provide a better answer. He noted the charge will vary from time to time

because they have to provide a Record of Proceedings. He explained those don't always get done 1/12 a month, and they still have to be in hard copies. That could be the reason for the spike in that month, the reproduction of the Record of Proceedings.

Ms. Gregory addressed Counsel and noted they had three invoices, one from September, October, and December. The invoices were pulled out of the check register in May and in July the minutes were amended to reflect that those three invoices were pulled out because they pertained to the amenity sale. Now the three invoices are back on the check register. Mr. Eckert noted that the invoices were not related to the amenity sale, that was incorrect. Mr. Eckert explained he had the list of invoices that were in the agenda package. He presented an invoice for \$744 for General Counsel, an invoice for \$2,923 for General Counsel, and an invoice for September for \$2,890.50 for project construction. There's another invoice for October project construction for \$245 and a December project construction for \$496.50. Mr. Eckert explained the reason they have the separate matters is so George can track them and provide them to the Developer for reimbursement because they have a Funding Agreement. That's how they make sure the District gets reimbursement for District Counsel's time relative to pond conveyances so the residents are not paying for services dealing with the pond conveyances. Ultimately, it's a reimbursable from the Developer. Mr. Flint explained that the invoices labeled project construction were being held pending receiving funds from Taylor Morrison, which they had received. Mr. Flint noted the settlement agreement with Poinciana and Taylor Morrison, not related to project construction, but related to amenity costs was approved and they wired the funds. At the same time they paid the project construction funding requests that were outstanding. He stated they were not related to the amenity sale, but Taylor Morrison was holding paying both project construction and amenity costs. The funds were wired the prior week. Ms. Gregory stated they were originally in the main packet, and they pulled them because they knew about the funding agreement. Ms. Gregory was glad Taylor Morrison had paid, but she asked that she receive an email or something that says they have paid. Mr. Flint stated he would be happy to do that.

Ms. Gregory asked Mr. Eckert to give her a summary of the research on Amendment 12 of Chapter 112. Mr. Eckert noted that the amendment was adopted in November 2018. It basically says that no public official or public employee can abuse their position to obtain a disproportionate benefit for them, their family members, their business, or any business they do

business with. Mr. Eckert gave an example, if the CDD wanted to lease a cell tower site to Verizon and a Board member has an individual Verizon phone contract it could give rise to a claim of a violation. Mr. Eckert's office has monitored the Amendment 12 implementation, and it is being implemented in two different places. It is implemented through the Commission on Ethics. The Commission on Ethics had to define what disproportionate benefit means. In addition, they had to define what the intent standard is. The original standard suggested by the Commission on Ethics was that you took an act knowingly, no wrongful intent or bad intent, but you knowingly took an act. The Commission on Ethics, after two or three hearings, finally decided an act has to have wrongful intent, you have to intend you are going to improperly get a disproportional benefit. Mr. Eckert explained the Commission on Ethics is going to be dealing with situations like the cell tower. The second step is legislature that describes penalties and clarifications. That will happen in the legislative session that starts in January.

On MOTION by Ms. Bzdewka, seconded by Ms. Gregory, with all in favor, the Check Register for July 1<sup>st</sup> through September 11<sup>th</sup> totaling \$78,816.55, was approved.

**i. Balance Sheet and Income Statement**

Mr. Flint presented the Unaudited Financial Statements through August 31<sup>st</sup>. He stated they are over 100% collected on the On Roll Assessments. The expenses are well under the prorated amount for the year at \$264,000 against \$342,000. The IT line item on a prorated basis is over, that's due to the agreement with VGlobalTech to modify the website to be ADA compliant. Ms. Gregory inquired about the debt services breakout. She asked George to explain the \$40,000 worth of 'Special Calls.' Mr. Flint explained those are prepayments, if someone chooses to prepay the remaining debt on their property. Mr. Flint noted they are treated as Special Calls and are paid to the bondholders on May 1 or November 1. Ms. Gregory thanked George for explaining that. Mr. Case asked for any other questions, the Board had none.

On MOTION by Mr. LaRue, seconded by Ms. Gregory, with all in favor, the Balance Sheet and Income Statement through August 31<sup>st</sup>, were approved.

**D. Field Manager**

**i. Field Manager's Report**



Mr. Smith presented the field report. The Pond 16 MES Erosion Repair is going in and should be completed by September 20<sup>th</sup> and will be the final item for the fiscal year. He noted they have the dredgesox installed and filled, the sod should be going in after that. There was a minor delay due to the hurricane. Mr. Smith explained that the ponds are being retreated for hydrilla by the aquatic contractor, and he presented Clarke's treatment reports.

**ii. Customer Complaint Log**

Mr. Smith presented the Complaint Log and noted that all complaints have been looked at and addressed.

Mr. LaRue asked about the Truck and ATV table, specifically why Pond 6 was not treated. Mr. Flint noted that the table was through the end of July. Mr. Smith noted that it should be on there, he would have Clarke look into it. Mr. LaRue asked that a written description of each of the treatments be provided. He explained that he did not understand what the acronyms stand for on the table. Mr. Deglomine stated he would add a footnote or key at the bottom. Mr. LaRue stressed that Pond 6, out of all the ponds in the last three months, has had the most problems with midges. He stated that he would be very disappointed if Pond 6 is not getting the treatments the other ponds are getting. Mr. Flint stated they would check on it, and noted the larvicide treatment takes time to get in cycle with the hatching cycle. He noted in Poinciana they saw that, it took a year or more to match up the cycles. Mr. Deglomine agreed it can take time, but he was under the impression they were treating it.

Ms. Rochelle Quinn stated when they spray at her house, there is no improvement. She bought Bug-B-Gon and there haven't been midges since she sprayed that around her house. Mr. Deglomine explained they are spraying a huge area. If you spray the midges directly it will kill them. He noted the larvicide treatments take time to stop them from hatching. He explained the pond there is very challenging because of the environment, it is close to the wetlands, but they are doing everything they can. Mr. LaRue stated that spraying the residents house didn't work at all, and the resident is offering a solution and a product that works. Mr. Deglomine noted that product is an over the counter product, and there is a number of them that they spray on top of the midges. He explained you can't compare directly spraying midges to covering a whole pond.

Mr. Case asked if Mr. Deglomine was precluded from using that product under Florida laws. Mr. Deglomine stated they could not put that product in their machines to use. Mr. LaRue asked if someone could come out and use a can like Ms. Quinn did. Mr. Deglomine stated they

cannot spray each house with a can individually. Mr. LaRue stated if they do a complimentary spray, they might as well use a product that's effective. Mr. Deglomine noted that he would look into it. He stated they have received feedback that their spray does work. He noted he would get with the operation personnel to see if they were willing to suggest another product.

**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**

Ms. Susan Godlewski (658 Irvine Ranch Rd) noted that the resident who volunteered to video tape the Poinciana CDD in the past became ill, which is why he stopped videotaping. She noted he has since sold his home and he moved to California. She stated the Solivita HOA, on their website, has a section for a calendar on their rooms that shows availability. She informed the Board the December 4<sup>th</sup> date is not available for the Ballroom.

Resident (Unidentified) stated the pond at the west gate is awful. Mr. Flint noted that pond has a hydrilla issue. It has been treated before. Mr. Flint explained when you treat hydrilla and it dies, it spurs an algae bloom. Mr. Deglomine stated they did the treatments but they didn't work. They went back to the manufacturer of the product and then they retreated the pond with another product. He stated that they are aware of it and they are working very hard on that pond to make sure it clears up. He noted in the next three weeks it should look better.

Resident (Unidentified) brought back discussion about the Boards combining. The resident noted that the Board never came to a conclusion. He suggested the Board pass a resolution that states the Board members positions on merging the Boards. The resident acknowledged that some of the Board had problems with the financial aspects, but he suggested all four members agree that they would combine with the caveat that there would have to be some kind of financial savings in the findings. Mr. Case stated that he and Ms. Bzdewka were for the merge, Ms. Gregory was willing to merge subject to looking at the numbers, but Mr. LaRue said he was not sure the numbers would be there. Mr. LaRue stated that the Board needs to get an independent view of this. He suggested asking Jan Carpenter to put together an estimate of what the real savings are, what the real costs are, and have her look at how the bonds combine. Ms. Bzdewka agreed that a resolution was a good idea. She suggested that the resolution state the Board is going to explore, with the other Board, the merger pending the financial findings. Mr.

LaRue stated that if the savings are there he has no problem with combining. Ms. Bzdewka asked if he had a problem with doing the resolution. Mr. LaRue stated he did not have a problem with the resolution as long as it includes that they will look into a new view of the finances and they will find out the real cost.

On MOTION by Mr. Case, seconded by Ms. Bzdewka, with all in favor, Willingness of the Board to Explore the Merger in Detail if all the Board Members are Satisfied with the Financial Costs and Savings, was approved.

Mr. Gundel stated that the existing surface water ponds, Poinciana and Poinciana West, have separate bonds, separate payments amounts, etc. Merging would not change that. Mr. Eckert noted that they would be treated as separate assessment areas within the same District. There would be no impact on who pays what for the ponds, regarding the debt service. In terms of operation and maintenance expenses, if there is a merged Board they would have one budget, one general fund, and the O&M expenses would be split between all the people who are in the now merged District. Mr. Flint explained that on the O&M side, all the ponds and contracts will be put together and everyone assessed the same amount.

Mr. Eckert explained that the debt assessment will not change. The O&M assessment, they would have a larger cost and they would have a larger amount to split those costs between. They anticipate the overall cost of the O&M amount would go down based on the other mergers they've done.

#### **FOURTEENTH ORDER OF BUSINESS**

#### **Other Business**

There being none, the next item followed.

#### **FIFTEENTH ORDER OF BUSINESS**

#### **Next Meeting Date – December 4, 2019**

Mr. Flint noted that the December 4<sup>th</sup> meeting will not be held in the Ballroom. The meeting will likely be held in Mosaics.

#### **SIXTEENTH ORDER OF BUSINESS**

#### **Adjournment**

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

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

**From:** George Flint gflint@gmscfl.com  
**Subject:** Fwd: Poinciana West CDD  
**Date:** November 26, 2019 at 12:07 PM  
**To:** Stacie Vanderbilt svanderbilt@gmscfl.com



Begin forwarded message:

**From:** Michael Eckert <MichaelE@hgslaw.com>  
**Subject:** Poinciana West CDD  
**Date:** July 19, 2019 at 2:29:32 PM EDT  
**To:** "Charles W. Case III (candfcase@aol.com)" <candfcase@aol.com>, Shirley Bzdewka <sbzdewka@cfl.rr.com>, Roy LaRue <rdlarue@sbcglobal.net>, P Gregory <thegolflady@sbcglobal.net>  
**Cc:** "George S. Flint (gflint@gmscfl.com)" <gflint@gmscfl.com>, Sarah Sandy <SarahS@hgslaw.com>

**BOARD MEMBERS: PLEASE DO NOT "REPLY ALL" TO THIS MESSAGE.**

Dear Supervisors:

To follow up on the request made by Supervisor LaRue at Wednesday's board meeting, please see attached. As requested, the last year of general counsel invoices was reviewed and is represented in the attached chart. There will be no charge from our firm for this research. Please note that per Supervisor LaRue's request, future invoices will have a separate entry for travel time.

We certainly understand the role of board members to prudently spend the District's funds. We believe both our depth of understanding of the special district practice area and our historical knowledge of Solivita and the Poinciana West Community Development District save the District money, even taking into account shared or marked-down fees for travel.

If Board would prefer that we attend future board meetings by telephone, we are happy to do so.

We would suggest we appear in person anytime there is a controversial matter or when the Board is levying assessments, but ultimately that will be a board decision. The only mandatory in person attendance from our perspective is if the Board is undertaking public financing efforts and our firm is expected to provide an opinion at bond closing that all Florida laws were followed in the issuance of the bonds and the levy of special assessments. Please note that when Board members or staff have attempted to participate in meetings by phone in the past, especially in the ballroom, it has been impossible to hear and provide meaningful input and guidance. Hopefully that could be remedied before we are asked to appear by telephone.

Thank you and have a nice weekend.

Mike

Michael C. Eckert

.....  
Hopping Green & Sams, P.A.

119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

850.222.7500 | [hgslaw.com](http://hgslaw.com) | <http://hgslaw.com/attorney/michael-c-eckert>

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Meeting Date	Travel Time Billed to PWCDO	Travel Time Written off by HGS (not billed)
June 20, 2018	2.9	-
July 18, 2018	2.8	-
August 15, 2018	1.9	-
September 5, 2018	2.8*	-
November 28, 2018	4.1*	-
January 16, 2019	2.1	3.4
March 19, 2019	3.3	1.1
May 7, 2019	4.2*	5.0
July 17, 2019	2.0	-

\* Off-cycle meeting dates (not in accordance with regular meeting schedule of the third Wednesday of each month when travel time is prearranged to be shared with multiple clients)

Notes:

1. On average, it takes 9 hours to drive to Solivita from Tallahassee and back.
2. According to internet mapping programs, it takes approximately 2.7-3.0 hours to travel from downtown Orlando to Solivita and back, depending on the time of day. It takes approximately 3.3-3.5 hours to travel from downtown Tampa to Solivita and back, depending on the time of day.

# SECTION VI

# SECTION A



**RESOLUTION 2020-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Poinciana West Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the Polk County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt amended and restated rules to govern the administration of the District; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application, and to replace those Rules of Procedure previously adopted by the District; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached Amended and Restated Rules of Procedure are hereby adopted. These Amended and Restated Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*, and shall replace and supersede any previously adopted Rules of Procedure.

**SECTION 2.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of December, 2019.

ATTEST:

**POINCIANA WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**Exhibit A:** Rules of Procedure

**AMENDED AND RESTATED  
RULES OF PROCEDURE  
POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF \_\_\_\_\_, 2019**

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**Rule 1.0      General.**

- (1) The Poinciana West 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.

**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 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 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 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.

- (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.

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.

**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



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 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

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, Fla. Stat.

**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 (407) 841-5524. 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."

- (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 an agenda of the meeting/hearing/workshop. The 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 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. If additional meeting materials become available after the agenda is first made available for distribution, the District Manager should post such additional meeting materials to the District’s website as soon as reasonably practicable. 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

- (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 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 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 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 1 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.



**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

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.
- (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.
- (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.
- (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 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) Variations 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. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations 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
    - (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 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.

**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 two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$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.

- (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



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.

- (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.

- (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.

**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 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. 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 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. 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.

### **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 auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an 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 shall include at least three individuals, at least one of which must also 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:



- (i) Hold 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 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.

- (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.

- (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 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

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.

**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. 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 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.

**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 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.



(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.

(3) Suspension, Revocation, or Denial of Qualification

(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.

- 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.

- (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.

**Rule 3.5 Construction Contracts, Not Design-Build.**

- (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 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 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

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.

- (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 proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which 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 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.**

- (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, 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 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 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) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which 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 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. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second 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 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.
- (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.

**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.

**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 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 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

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) 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 proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which 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 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.

**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 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 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

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 proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which 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 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.

**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.**

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.

(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, any person who files a notice of protest must post the protest bond. The amount 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;

- (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.



**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2019, 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 VII



# 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

September 17, 2019

District Manager  
Governmental Management Services, LLC  
135 W. Central Blvd., Suite 320  
Orlando, FL 32801

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Poinciana West Community Development District, which comprise governmental activities and each major fund for the General Fund as of and for the year ended September 30, 2019 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2019 and thereafter if mutually agreed by Poinciana West Community Development District and Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL.

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

## **The Responsibilities of the Auditor**

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

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart



Poinciana West Community Development District  
September 17, 2019  
Page 2

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

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

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

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



Poinciana West Community Development District  
September 17, 2019  
Page 3

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

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

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

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

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

Poinciana West Community Development District  
September 17, 2019  
Page 4

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

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

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

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

### **Records and Assistance**

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

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



Poinciana West Community Development District  
September 17, 2019  
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Teresa Viscarra. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Other Relevant Information**

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

### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2019 will not exceed \$3,415 unless the scope of the engagement is changed, the assistance which Poinciana West Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

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

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

Poinciana West Community Development District  
September 17, 2019  
Page 6

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Poinciana West Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Poinciana West Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Poinciana West Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our audit of Poinciana West Community Development District's financial statements no later than June 30, 2020. Our report will be addressed to the Board of Poinciana West Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

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

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

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





Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants P.L.

Poinciana West Community Development District  
September 17, 2019  
Page 7

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

Sincerely,

*Berger Toombs Elam  
Gaines & Frank*

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

Confirmed on behalf of the addressee:

*[Handwritten signature]*

*11/22/19*



**BAGGETT  
REUTIMANN**  
& ASSOCIATES, CPAs, PA

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

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

## System Review Report

To the Directors

November 2, 2016

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

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

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

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

  
Baggett, Reutimann & Associates, CPAs, PA

(BERGER\_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND POINCIANA WEST COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED SEPTEMBER 17, 2019)**

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

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

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

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

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

**Auditor: J.W. Gaines**

**By:**



**Title: Director**

**Date: September 17, 2019**

**District: Poinciana West CDD**

**By:**



**Title:**

District Manager

**Date:**

11/22/19

# SECTION IX

# SECTION C

# SECTION 1

# Poinciana West Community Development District

## Summary of Check Register

September 12, 2019 to November 26, 2019

Fund	Date	Check No.'s	Amount
General Fund	9/20/19	1602	\$ 5,000.00
	9/23/19	1603-1606	\$ 7,776.79
	9/25/19	1607-1608	\$ 7,961.56
	9/30/19	1609	\$ 1,327.50
	10/7/19	1610-1612	\$ 4,981.66
	10/11/19	1613	\$ 5,313.49
	10/14/19	1614-1615	\$ 2,675.00
	10/21/19	1616-1618	\$ 11,981.78
	10/23/19	1619	\$ 330.64
	10/28/19	1620	\$ 295.00
	10/30/19	1621	\$ 10,000.00
	11/4/19	1622	\$ 4,691.16
	11/13/19	1623	\$ 5,153.19
	11/18/19	1624-1626	\$ 7,655.01
			\$ 75,142.78
Payroll	<u>September 2019</u>		
	Charles Case III	50062	\$ 184.70
	Peggy Gregory	50063	\$ 184.70
	Roy LaRue	50064	\$ 184.70
	Shirley Bzdewka	50065	\$ 184.70
		\$ 738.80	
			\$ 75,881.58



CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
9/20/19	00001	9/15/19	51	201909	300-15500-10000			*	5,000.00	
				FY20 ASSESSMENT ROLL CERT						
9/23/19	00005	9/16/19	1009078	201909	320-53800-47100		GOVERNMENTAL MANAGEMENT SERVICES-CF	*	1,983.33	5,000.00 001602
				MOSQUITO MGMT SERV SEP19						
9/23/19	00020	9/16/19	4840	201909	320-53800-47000		CLARKE ENVIRONMENTAL MOSQUITO	*	4,750.00	1,983.33 001603
				AQUATIC MAINT. SRVC SEP19						
9/23/19	00008	9/17/19	6-739-64	201909	310-51300-42000		CLARKE AQUATIC SERVICES, INC	*	44.96	4,750.00 001604
				DELIVERY 09/12/19						
9/23/19	00002	9/23/19	110046	201908	310-51300-31500		FEDEX	*	998.50	44.96 001605
				GEN.COUNSEL/MTHLY MTG AUG						
9/25/19	00016	2/28/19	2135249	201902	310-51300-31100		HOPPING GREEN & SAMS	*	961.56	998.50 001606
				INTERIM ENG. SRVCS-FEB19						
9/25/19	00031	9/25/19	9889	201909	300-15500-10000		GAI CONSULTANTS, INC	*	7,000.00	961.56 001607
				FY20 GEN.LIAB/PUBLIC OFFC						
9/30/19	00016	9/28/19	2142955	201909	310-51300-31100		EGIS INSURANCE & RISK ADVISORS	*	1,327.50	7,000.00 001608
				INTERIM ENG. SRVCS-SEP19						
10/07/19	00007	10/01/19	4302	201910	320-53800-46200		GAI CONSULTANTS, INC	*	4,691.16	1,327.50 001609
				LAWN MAINTENANCE OCT19						
10/07/19	00001	10/02/19	CF0315	201906	310-51300-35200		FLORALAWN 2, LLC	*	14.00	4,691.16 001610
				DOMAIN JUN19						
10/07/19	00010	9/11/19	L060G0J0	201909	310-51300-48000		GOVERNMENTAL MANAGEMENT SERVICES-CF	*	276.50	14.00 001611
				NOT.OF MEETING 09/18/19						
10/11/19	00001	10/01/19	52	201910	310-51300-34000		THE LEDGER	*	3,750.00	276.50 001612
				MANAGEMENT FEES-OCT19						

POIW POIN WEST CDD TVISCARRA

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
10/01/19	52	201910	310	51300	35200	INFORMATION TECH-OCT19			*	125.00	
10/01/19	52	201910	310	51300	31300	DISSEMINATION FEE-OCT19			*	416.67	
10/01/19	52	201910	310	51300	51000	OFFICE SUPPLIES			*	18.34	
10/01/19	52	201910	310	51300	42000	POSTAGE			*	28.77	
10/01/19	52	201910	310	51300	42500	COPIES			*	141.38	
10/01/19	53	201910	320	53800	12000	FIELD MANAGEMENT-OCT19			*	833.33	
10/14/19	00006	10/01/19	74356	201910	310	51300	54000	GOVERNMENTAL MANAGEMENT SERVICES-CF	*	175.00	5,313.49 001613
10/14/19	00029	9/26/19	1433	201909	320	53800	48100	DEPARTMENT OF ECONOMIC OPPORTUNITY	*	2,500.00	175.00 001614
10/21/19	00005	10/15/19	1009382	201910	320	53800	47100	LAKE & WETLAND MANAGEMENT ORLANDO	*	1,983.33	2,500.00 001615
10/21/19	00020	10/15/19	5068	201910	320	53800	47000	CLARKE ENVIRONMENTAL MOSQUITO	*	4,750.00	1,983.33 001616
10/21/19	00002	10/16/19	110480	201909	310	51300	31500	CLARKE AQUATIC SERVICES, INC	*	5,248.45	4,750.00 001617
10/23/19	00010	9/29/19	L060G0J0	201909	310	51300	48000	HOPPING GREEN & SAMS	*	330.64	5,248.45 001618
10/28/19	00016	10/24/19	2143907	201910	310	51300	31100	THE LEDGER	*	295.00	330.64 001619
10/30/19	00002	2/15/19	105461	201901	300	13100	10000	GAI CONSULTANTS, INC	*	4,940.00	295.00 001620
3/18/19	106128	201902	310	51300	31500	AMENITIES CONCLUSION JAN.			*	2,065.00	

POIW POIN WEST CDD TWISCARRA

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK#
11/04/19	00007	4/22/19	106712	201903	300-13100-10000		HOPPING GREEN & SAMS	*	1,397.50	001621
					AMENITIES-CONCLUSION 2019					
		5/31/19	107813	201904	300-13100-10000			*	286.50	001622
					AMENITIES-CONCLUSION 2019					
		6/21/19	108025	201905	300-13100-10000			*	1,311.00	001623
					AMENITIES-CONCLUSION 2019					
11/01/19	4407	201911	320-53800-46200				LAWN MAINTENANCE NOV19	*	4,691.16	001624
11/13/19	00001	11/01/19	55	201911	310-51300-34000		FLORALAWN 2, LLC	*	3,750.00	001625
					MANAGEMENT FEES NOV19					
		11/01/19	55	201911	310-51300-35200			*	125.00	001626
					INFORMATION TECH NOV19					
		11/01/19	55	201911	310-51300-31300			*	416.67	001627
					DISSEMINATION FEES NOV19					
		11/01/19	55	201911	310-51300-51000			*	.33	001628
					OFFICE SUPPLIES NOV19					
		11/01/19	55	201911	310-51300-42000			*	26.66	001629
					POSTAGE NOV19					
		11/01/19	55	201911	310-51300-42500			*	1.20	001630
					COPIES NOV19					
		11/01/19	56	201911	320-53800-12000			*	833.33	001631
					FIELD MANAGEMENT NOV19					
11/18/19	00005	11/15/19	1009500	201911	320-53800-47100		GOVERNMENTAL MANAGEMENT SERVICES-CF	*	5,153.19	001632
					MOSQUITO MGMT SERV NOV19					
11/18/19	00020	11/15/19	5249	201911	320-53800-47000		CLARKE ENVIRONMENTAL MOSQUITO	*	1,983.33	001633
					AQUATIC MAINT. SRVC NOV19					
11/18/19	00010	11/05/19	L060G0J2	201911	310-51300-48000		CLARKE AQUATIC SERVICES, INC	*	4,750.00	001634
					NOT-OF RULE DEVELOPMENT					
		11/06/19	L060G0J2	201911	310-51300-48000			*	341.84	001635
					NOT-OF RULE MAKING 11/06					
					THE LEDGER					
									921.68	001636
									75,142.78	
									75,142.78	

POIW POIN WEST CDD TWISCARRA  
 TOTAL FOR BANK A 75,142.78  
 TOTAL FOR REGISTER 75,142.78

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

RECEIVED  
SEP 20 2019

# Invoice

BY:-----

Invoice #: 51  
Invoice Date: 9/15/19  
Due Date: 9/15/19  
Case:  
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2020  #1 300-1SS-1		5,000.00	5,000.00
<b>Total</b>			<b>\$5,000.00</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$5,000.00</b>



INVOICE

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

Check: 16300 Collections Center Drive, Chicago, IL 60693

9

Customer #: P07800  
Customer PO #: NA

Invoice #: 001009078  
Invoice Date: 09/16/19  
Terms: Net 30 Days  
Due Date: 10/16/19

B  
I  
L  
L  
T  
O  
Poinciana West Community Dev. Dist.  
1408 Hamlin Ave, Unit E  
St. Cloud, FL 34771-8588  
George Flint

RECEIVED  
SEP 22 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 September 2019

Order total 1,983.33

Aquatic Midge Management

#5  
1-320-538-471  
Mosquito Mgmt Serv Sep19

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



INVOICE

www.clarke.com  
TOLL-FREE: 800-323-6727  
PHONE: 630-694-2000  
AR Email: accountsreceivable@clarke.com,  
AR Dept. Ext.: 3139

Payment Instructions: Clarke Aquatic Services, Inc.  
Check: 16308 Collections Center Drive, Chicago, IL 60693

Customer #: 088096  
Customer PO #:

Invoice #: 000004840  
Invoice Date: 09/16/19  
Terms: Net 30 Days  
Due Date: 10/16/19

B  
I Poinciana West Community Dev. Dist.  
L 1408 Hamlin Avenue  
L Unit E  
T St. Cloud, FL 34771-8588  
O George Flint

RECEIVED  
SEP 22 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 September 2019

Order total 4,750.00

#20  
1-320-538-47  
Aquatic Maint. Srvc Sep 19

Aquatic Control Maintenance

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



Invoice Number	Invoice Date	Account Number
6-739-64027	Sep 17, 2019	

FedEx Tax ID: 71-0427007

**Billing Address:**  
POINCIANA WEST CDD  
135 W CENTRAL BLVD STE 320  
ORLANDO FL 32801-2435

**Shipping Address:**  
POINCIANA WEST CDD  
135 W CENTRAL BLVD STE 320  
ORLANDO FL 32801-2435

**Invoice Questions?**  
**Contact FedEx Revenue Services**  
Phone: 800.645.9424  
M-F 7-5 (CST)  
Internet: fedex.com/usgovt

**Invoice Summary**

**FedEx Express Services**

Total Charges	USD	\$44.96
<b>TOTAL THIS INVOICE</b>	<b>USD</b>	<b>\$44.96</b>

Other discounts may apply.

#8  
1-360-513-42  
Delivery 09/12/19

**RECEIVED**

SEP 20 2019

BY: \_\_\_\_\_

Detailed descriptions of surcharges can be located at [fedex.com](http://fedex.com)

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

Invoice Number	Invoice Amount	Account Number
6-739-64027	USD \$44.96	

**Remittance Advice**

Your payment is due by Nov 01, 2019

67396402710000044966874326275300000000000000000449660

0039693 01 AB 0.409 \*\*AUTO T8 0 1259 32801-243595 -C01-P39732-11



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



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



60030590015882

### FedEx Express Shipment Detail By Payer Type (Original)

**Ship Date:** Sep 12, 2019      **Cust. Ref.:** Poinciana West CDD      **Ref.#2:**  
**Payer:** Third Party      **Ref.#3:**

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

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>	
<b>Tracking ID</b>	776227018122	George Flint	Charles W. Case, III	
<b>Service Type</b>	FedEx Standard Overnight	GMS - CF, LLC	642 TAPATIO LN	
<b>Package Type</b>	FedEx Pak	135 W. Central Blvd.	KISSIMMEE FL 34759 US	
<b>Zone</b>	02	ORLANDO FL 32901 US		
<b>Packages</b>	1			
<b>Rated Weight</b>	2.0 lbs, 0.9 kgs			
<b>Delivered</b>	Sep 13, 2019 12:45	<b>Transportation Charge</b>		6.38
<b>Svc Area</b>	A3	<b>Fuel Surcharge</b>		0.71
<b>Signed by</b>	see above	<b>Residential Delivery</b>		4.15
<b>FedEx Use</b>	000000000/123677/02	<b>Total Charge</b>	<b>USD</b>	<b>\$11.24</b>

**Ship Date:** Sep 12, 2019      **Cust. Ref.:** Poinciana West CDD      **Ref.#2:**  
**Payer:** Third Party      **Ref.#3:**

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

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>	
<b>Tracking ID</b>	776227026705	George Flint	Shirley Bzdewka	
<b>Service Type</b>	FedEx Standard Overnight	GMS - CF, LLC	927 SAN RAPHAEL ST	
<b>Package Type</b>	FedEx Pak	135 W. Central Blvd.	KISSIMMEE FL 34759 US	
<b>Zone</b>	02	ORLANDO FL 32901 US		
<b>Packages</b>	1			
<b>Rated Weight</b>	2.0 lbs, 0.9 kgs			
<b>Delivered</b>	Sep 13, 2019 12:43	<b>Transportation Charge</b>		6.38
<b>Svc Area</b>	A3	<b>Fuel Surcharge</b>		0.71
<b>Signed by</b>	see above	<b>Residential Delivery</b>		4.15
<b>FedEx Use</b>	000000000/123677/02	<b>Total Charge</b>	<b>USD</b>	<b>\$11.24</b>

### FedEx® Billing Online

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





<b>Invoice Number</b> 6-739-64027	<b>Invoice Date</b> Sep 17, 2019	<b>Account Number</b>	<b>Page</b> 3 of 3
--------------------------------------	-------------------------------------	-----------------------	-----------------------

**Ship Date:** Sep 12, 2019  
**Payor:** Third Party

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

**Ref.#2:**

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

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>	
<b>Tracking ID</b>	776227034324	George Flint	Peggy Gregory	
<b>Service Type</b>	FedEx Standard Overnight	GMS - CF, LLC	742 SAN RAPHAEL ST	
<b>Package Type</b>	FedEx Pak	135 W. Central Blvd.	KISSIMMEE FL 34759 US	
<b>Zone</b>	02	ORLANDO FL 32801 US		
<b>Packages</b>	1			
<b>Rated Weight</b>	2.0 lbs, 0.9 kgs			
<b>Delivered</b>	Sep 13, 2019 12:50	<b>Transportation Charge</b>		6.38
<b>Svc Area</b>	A3	<b>Fuel Surcharge</b>		0.71
<b>Signed by</b>	see above	<b>Residential Delivery</b>		4.15
<b>FedEx Use</b>	000000000/123677/02	<b>Total Charge</b>	<b>USD</b>	<b>\$11.24</b>

**Ship Date:** Sep 12, 2019  
**Payor:** Third Party

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

**Ref.#2:**

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

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>	
<b>Tracking ID</b>	776227045744	George Flint	Roy LaRue	
<b>Service Type</b>	FedEx Standard Overnight	GMS - CF, LLC	211 SAN VICENTE LN	
<b>Package Type</b>	FedEx Pak	135 W. Central Blvd.	KISSIMMEE FL 34759 US	
<b>Zone</b>	02	ORLANDO FL 32801 US		
<b>Packages</b>	1			
<b>Rated Weight</b>	2.0 lbs, 0.9 kgs			
<b>Delivered</b>	Sep 13, 2019 12:47	<b>Transportation Charge</b>		6.38
<b>Svc Area</b>	A3	<b>Fuel Surcharge</b>		0.71
<b>Signed by</b>	see above	<b>Residential Delivery</b>		4.15
<b>FedEx Use</b>	000000000/123677/02	<b>Total Charge</b>	<b>USD</b>	<b>\$11.24</b>

<b>Third Party Subtotal</b>	<b>USD</b>	<b>\$44.96</b>
<b>Total FedEx Express</b>	<b>USD</b>	<b>\$44.96</b>

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

September 23, 2019

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

Bill Number 110046  
Billed through 08/31/2019

RECEIVED  
SEP 23 2019

#2  
1-316-513-315  
Gen. Counsel / Mthly Mtg Aug

**General Counsel/Monthly Meeting**

PWCDD 00001 MCE

BY: \_\_\_\_\_

**FOR PROFESSIONAL SERVICES RENDERED**

08/02/19	APA	Follow-up regarding pending agenda items.	0.20 hrs
08/05/19	APA	Follow-up on agenda items; research GMS online regarding executed documents.	0.40 hrs
08/06/19	APA	Prepare e-mail to district manager regarding updated proposal from landscape contractor; prepare landscape maintenance agreement; research secretary of state regarding landscape contractor.	2.40 hrs
08/07/19	APA	Follow-up agenda items; review GMS records online regarding documents.	0.20 hrs
08/13/19	APA	Analyze updated scope of services; finalize agreement with Floralawn regarding landscape maintenance services.	0.80 hrs
08/14/19	APA	Research GMS records online regarding agenda follow-up items.	0.40 hrs
08/20/19	APA	Prepare agenda memorandum to board regarding amended and restated rules of procedure; prepare same, notices, and resolution adopting same.	1.40 hrs
08/22/19	APA	Research GMS records online; follow-up on agenda items.	0.50 hrs
08/23/19	SRS	Prepare amended and restated rules of procedure.	0.20 hrs
08/23/19	APA	Finalize memorandum to board regarding amended rules of procedure; prepare e-mail to district and provide documents regarding same for next agenda.	0.60 hrs
08/27/19	APA	Follow-up with district on pending items.	0.20 hrs
08/30/19	MCE	Research and revise rules of procedure; review memorandum to district regarding same.	0.20 hrs

Total fees for this matter \$998.50

**MATTER SUMMARY**

---

Papp, Annie M. - Paralegal	7.10 hrs	125 /hr	\$887.50
Eckert, Michael C.	0.20 hrs	310 /hr	\$62.00
Sandy, Sarah R.	0.20 hrs	245 /hr	\$49.00

TOTAL FEES \$998.50

**TOTAL CHARGES FOR THIS MATTER \$998.50**

**BILLING SUMMARY**

Papp, Annie M. - Paralegal	7.10 hrs	125 /hr	\$887.50
Eckert, Michael C.	0.20 hrs	310 /hr	\$62.00
Sandy, Sarah R.	0.20 hrs	245 /hr	\$49.00

TOTAL FEES \$998.50

**TOTAL CHARGES FOR THIS BILL \$998.50**

**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  
SEP 27 2019

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

BY: \_\_\_\_\_

February 28, 2019  
Project No: A171207.00  
Invoice No: 2135249

Project A171207.00 Poinciana West Community Development District Engineering Services

**Professional Services Through February 16, 2019**

Task 003 2019 General Support

**Professional Personnel**

	Hours	Rate	Amount
Engineering Director/Senior Director			
Leo, Kathleen	3.00	295.00	885.00
Totals	3.00		885.00
<b>Total Labor</b>			<b>885.00</b>

**Reimbursable Expenses**

Gas Expense & Mileage			76.56
<b>Total Reimbursables</b>		<b>1.0 times</b>	<b>76.56</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	961.56	1,180.00	2,141.56
Limit			20,000.00
Remaining			17,858.44

**Total this Task \$961.56**

**Total this Invoice \$961.56**

#16

1-310-513-311

Interim Eng. Svcs - Feb 19

# Billing Backup

Thursday, February 28, 2019

GAI Consultants, Inc.

Invoice 2135249 Dated 2/28/2019

3:08:18 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	1/30/2019	.50	295.00	147.50	
	Field discussion					
04136	Leo, Kathleen	2/6/2019	2.00	295.00	590.00	
	Field Meeting					
04136	Leo, Kathleen	2/11/2019	.50	295.00	147.50	
	Email review					
	Totals		3.00		885.00	
	<b>Total Labor</b>					<b>885.00</b>

### Reimbursable Expenses

#### Gas Expense & Mileage

EX	0082998	1/16/2019	Leo, Kathleen / to PWCCD		25.52	
EX	0082998	2/6/2019	Leo, Kathleen / to PWCCD		51.04	
	<b>Total Reimbursables</b>			<b>1.0 times</b>	<b>76.56</b>	<b>76.56</b>
				<b>Total this Task</b>		<b>\$961.56</b>
				<b>Total this Project</b>		<b>\$961.56</b>
				<b>Total this Report</b>		<b>\$961.56</b>

# Detailed Expense Report

Thursday, February 28, 2019  
2:25:08 PM

GAI Consultants, Inc.

Employee 04136 Leo, Kathleen

Signed Electronically by: Leo, Kathleen 2/13/2019 5:22:40 PM

## Posted

Approved Electronically by: Nettuno, Gregory T 2/18/2019 12:28:06 PM

Profit Center G:I:SC:00:000

Expense Report: Period Ending 2/8/19

Report Date: 2/8/2019

Line	Date	Category	Description	Project	Task	Sub Task	Bill	Account	Amount
1	1/23/2019			INFCM34.10	010		<input type="checkbox"/>	765.00	
				Community Business Development					
Business Reason:				Each Person:					
2	2/4/2019			INFCM34.10	010		<input type="checkbox"/>	765.00	
				Community Business Development					
Business Reason: candidate				Each Person:					
3	2/7/2019			INFCM34.10	010		<input type="checkbox"/>	765.00	
				Community Business Development					
Business Reason:				Each Person:					
4	12/26/2018	Professional Registration & Due		INFCM28.10	010		<input type="checkbox"/>	777.00	
				Community Non-Project					
Business Reason:									
5	1/31/2019	Parking & Tolls		INFCM34.10	010		<input type="checkbox"/>	778.00	
				Community Business Development					
Business Reason: presentation									
6	1/9/2019			INFCM28.10	010		<input type="checkbox"/>	745.00	
				Community Non-Project					
Business Reason:									
7	12/26/2018	Professional Registration & Due		INFCM34.10	010		<input type="checkbox"/>	777.00	
				Community Business Development					
Business Reason:									
8	2/6/2019	* Mileage	to PWCCD	A171207.00	003	001	<input checked="" type="checkbox"/>	553.00	51.04
				Poinciana West Community Development Dis					
Business Reason: to PWCCD Dry Ponds				Travel From/To: Ori GAI to PWCCD		Travel: 88.00 mi @ 0.580			
9	1/16/2019	* Mileage		A171208.00	004	001	<input checked="" type="checkbox"/>	553.00	
				Poinciana Community Development District					
Business Reason:				Travel From/To: One way split		Travel: 44.00 mi @ 0.580			

# Detailed Expense Report

Thursday, February 28, 2019

GAI Consultants, Inc.

2:25:08 PM

Employee 04136 Leo, Kathleen

Signed

Electronically by: Leo, Kathleen 2/13/2019 5:22:40 PM

## Posted

Approved

Electronically by: Nettuno, Gregory T 2/18/2019 12:28:06 PM

Profit Center

G:I:SC:00:000

Expense Report:

Period Ending 2/8/19

Report Date:

2/8/2019

Line	Date	Category	Description	Project	Task	Sub Task	Bill	Account	Amount
10	1/16/2019	* Mileage	to PWCCD	A171207.00	003	001	<input checked="" type="checkbox"/>	553.00	25.52
			Poinciana West Community Development Dis						
Business Reason:			to CDD Board Meeting		Travel From/To: one way split		Travel: 44.00 mi @ 0.580		
11	1/14/2019	* Mileage		A181092.02	999		<input checked="" type="checkbox"/>	553.00	
Business Reason:					Travel From/To:		Travel: 50.00 mi @ 0.580		
<b>Total Expenses</b>									
<b>Amount Advanced</b>									
<b>Total Due</b>									



INVOICE

Customer	Poinciana West Community Development District
Acct #	972
Date	09/25/2019
Customer Service	Kristina Rudez
Page	1 of 1

Poinciana West Community Development District  
 c/o Government Management Services, LLC  
 1408 Hamlin Avenue, Unit E  
 St. Coud, FL 34771

Payment Information	
Invoice Summary	\$ 7,000.00
Payment Amount	
Payment for:	Invoice#9889
100119358	

Thank You

Please detach and return with payment

Customer: Poinciana West Community Development District

Invoice	Effective	Transaction	Description	Amount
9889	10/01/2019	New business	Policy #100119358 10/01/2019-10/01/2020 Florida Insurance Alliance Package - New business Due Date: 9/25/2019 300-155-1 For Wash/Public officials #31	7,000.00
				Total
				\$ 7,000.00

RECEIVED  
 SEP 25 2019  
 BY: \_\_\_\_\_

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	(321)233-9939	Date
	sclimer@egisadvisors.com	09/25/2019





# INVOICE

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

T 407.423.8398  
F 407.843.1070

RECEIVED  
SEP 30 2019

George Flint  
Governmental Management Services  
1408 Hamlin Ave Unit E  
St. Cloud, FL 34771

BY: \_\_\_\_\_

September 28, 2019  
Project No: A171207.00  
Invoice No: 2142955

Project A171207.00 Poinciana West Community Development District Engineering Services

**Professional Services Through September 21, 2019**

Task 003 2019 General Support

**Professional Personnel**

	Hours	Rate	Amount
Engineering Director/Senior Director Leo, Kathleen	4.50	295.00	1,327.50
Totals	4.50		1,327.50
<b>Total Labor</b>			<b>1,327.50</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	1,327.50	6,465.46	7,792.96
Limit			20,000.00
Remaining			12,207.04
<b>Total this Task</b>			<b>\$1,327.50</b>
<b>Total this Invoice</b>			<b>\$1,327.50</b>

**Outstanding Invoices**

Number	Date	Balance
2135249	2/28/2019	961.56
<b>Total</b>		<b>961.56</b>

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

## Billing Backup

Saturday, September 28, 2019

GAI Consultants, Inc.

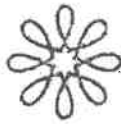
Invoice 2142955 Dated 9/28/2019

3:10:02 PM

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

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
	Engineering Director/Senior Director					
04136	Leo, Kathleen	9/5/2019	.50	295.00	147.50	
	Pond conveyance discussion w/CDD team					
04136	Leo, Kathleen	9/10/2019	.50	295.00	147.50	
	agenda call & meeting prep					
04136	Leo, Kathleen	9/18/2019	3.50	295.00	1,032.50	
	Meeting					
	Totals		4.50		1,327.50	
	<b>Total Labor</b>					<b>1,327.50</b>
				<b>Total this Task</b>		<b>\$1,327.50</b>
				<b>Total this Project</b>		<b>\$1,327.50</b>
				<b>Total this Report</b>		<b>\$1,327.50</b>



# floralawn 2, LLC

Premier Lawn & Pest

P.O. Box 91597  
Lakeland, FL 33804

## Invoice

Date	Invoice #
10/1/2019	4302

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

RECEIVED  
SEP-30 2019

BY: \_\_\_\_\_

P.O. No.	Terms	Project
	Due on receipt	

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

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

**GMS-Central Florida LLC**

9145 Narcoossee Rd  
Suite A206  
Orlando, FL 32827

**Invoice**

**Invoice #:** CF0315  
**Invoice Date:** 10/2/2019  
**Due Date:** 11/1/2019

**Bill To:**

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

RECEIVED  
OCT 04 2019

BY: \_\_\_\_\_

Hours/Qty	Description	Rate	Amount
	Domain	14.00	14.00
	For the Period Ending June 2019.		
	1# Domain Jun 19 1-310-513-352		
<b>Total</b>			<b>\$14.00</b>

# THE LEDGER

LEGAL ADVERTISING

FEDERAL ID # 47 2464860

INVOICE NUMBER
L060G0J05J
BILLED ACCOUNT NUMBER
REMITTANCE ADDRESS
LAKELAND LEDGER PUBLISHING PO BOX 913004 ORLANDO, FL 32891

BILLED ACCOUNT NAME AND ADDRESS
STACIE POINCIANA WEST CDD 135 W CENTRAL BLVD STE 320 ORLANDO, FL 32801

PLEASE RETURN THIS INVOICE ALONG WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	Description	Size	PAID	NET AMOUNT
✓ 09/11/2019	L060G0J05J	BOARD MEETING  <b>RECEIVED</b> SEP 30 2019 GMS-CF, LLC #10 1-310-513-48 Not. of Meeting 09/18/19	1 X 57		\$ 276.50
BILLED ACCOUNT NUMBER: 758309				TOTAL AMOUNT DUE	
				<b>\$276.50</b>	

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

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

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

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

**NOTICE OF MEETING**

In the matter of **POINCIANA WEST CDD**

Concerning **BOARD OF SUPERVISORS**

was published in said newspaper in the issues of

**9-11 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 heretofore been continuously published in said Polk County Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said Polk County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

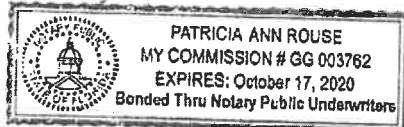
Signed... *Brandy Arnett* .....  
Brandy Arnett  
Advertising Account Executive  
Who is personally known to me.

Sworn to and subscribed before me this 11<sup>th</sup> day of September, A.D. 2019

*Patricia Ann Rouse* .....

Notary Public

(Seal)



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

# Invoice

Invoice #: 52  
 Invoice Date: 10/1/19  
 Due Date: 10/1/19  
 Case:  
 P.O. Number:

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

RECEIVED  
 OCT 1 9 2019

BY: \_\_\_\_\_

Description	Hours/Qty	Rate	Amount
Management Fees - October 2019	310-513-34	3,750.00	3,750.00
Information Technology - October 2019	310-513-352	125.00	125.00
Dissemination Agent Services - October 2019	310-513-313	416.67	416.67
Office Supplies	310-513-51	18.34	18.34
Postage	310-513-42	28.77	28.77
Copies	310-513-425	141.38	141.38
<b>Total</b>			<b>\$4,480.16</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$4,480.16</b>

# |

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

# Invoice

Invoice #: 53  
Invoice Date: 10/1/19  
Due Date: 10/1/19  
Case:  
P.O. Number:

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

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OCT 1 2019

BY: \_\_\_\_\_

Description	Hours/Qty	Rate	Amount
Field Management - October 2019  #1 1-320-538-12 Field Management - Oct19		833.33	833.33
<b>Total</b>			<b>\$833.33</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$833.33</b>



**Florida Department of Economic Opportunity, Special District Accountability Program**  
**FY 2019/2020 Special District Fee Invoice and Update Form**  
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 74356			Date Invoiced: 10/01/2019
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2019: \$175.00

**STEP 1:** Review the following information, make changes directly on the form, and sign and date:

**1. Special District's Name, Registered Agent's Name, and Registered Office Address:**

**Poinciana West Community Development District**  
 Mr. Michael Eckert  
 Hopping Green & Sams, P.A.  
 119 South Monroe Street, Suite 300  
 Tallahassee, FL 32301



#6 1-310-513-54  
 FY20 Special District Fee

- 2. Telephone: (850) 222-7500
- 3. Fax: (850) 224-8551
- 4. Email: meckert@hgslaw.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: Poincianawestcdd.org
- 8. County(ies): Polk
- 9. Function(s): Community Development
- 10. Boundary Map on File: 11/13/2006
- 11. Creation Document on File: 11/13/2006
- 12. Date Established: 10/06/2006
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: Polk County
- 15. Creation Document(s): County Ordinances 2006-052 and 2007-043
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds: Yes
- 18. Revenue Source(s): Assessments
- 19. Most Recent Update: 10/04/2018

**RECEIVED**

OCT 10 2019

BY: \_\_\_\_\_

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: \_\_\_\_\_ Date: 10/6/19

**STEP 2:** Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at [www.Floridajobs.org/SpecialDistrictFee](http://www.Floridajobs.org/SpecialDistrictFee) or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, ALL of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

- 1. \_\_\_\_\_ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
- 2. \_\_\_\_\_ This special district is in compliance with the reporting requirements of the Department of Financial Services.
- 3. \_\_\_\_\_ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Reason: \_\_\_\_\_

**STEP 3:** Make a copy of this form for your records.

**STEP 4:** Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.



# Lake & Wetland Management Orlando Inc


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

# Invoice

Date	Invoice #
9/26/2019	1433

Bill To
Poincian West CDD 1408 Hamlin Avenue Unit E St. Cloud, FL 34771

**RECEIVED**  
OCT 10 2019  
BY: \_\_\_\_\_

Quantity	Description	Account #	Terms
		1x	Due on receipt
		Rate	Amount
	Final 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  COMPLETED  # 29 1-320-538-481  Final Dep - Erosion Repairs   Storm Structure Repairs		
Thank you for your business.		<b>Total</b>	\$2,500.00
For billing questions, please contact (561) 303-1013.		<b>Payments/Credits</b>	\$0.00
For service questions, please contact (407) 985-4263.		<b>Balance Due</b>	\$2,500.00



INVOICE

www.clarke.com  
TOLL-FREE: 800-323-6727  
PHONE: 630-894-2000  
AR Email: accountsreceivable@clarke.com  
AR Dept. Ext: 3139

Payment Instructions: Clarke Environmental Mosquito Management Inc.  
Check: 16300 Collections Center Drive, Chicago, IL 60693

Customer #: P07800  
Customer PO #: NA  
B  
I Poinciana West Community Dev. Dist.  
L 1408 Hamlin Ave, Unit E  
L  
T St. Cloud, FL 34771-8588  
O George Flint

Invoice #: 001009382  
Invoice Date: 10/15/19  
Terms: Net 30 Days  
Due Date: 11/14/19

RECEIVED  
OCT 19 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 October 2019

#5	<b>Order total</b>	1,983.33
1-320-538-471		
Mosquito Mgmt Serv Oct 19		

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

*** We accept ACH Payments ***	<b>Total:</b>	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



INVOICE

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

Payment Instructions: Clarke Aquatic Services, Inc.  
Check: 16308 Collections Center Drive, Chicago, IL 60693

Customer #: 088096  
Customer PO #:

Invoice #: 000005068  
Invoice Date: 10/15/19  
Terms: Net 30 Days  
Due Date: 11/14/19

B  
I Poinciana West Community Dev. Dist.  
L 1408 Hamlin Avenue  
L Unit E  
T St. Cloud, FL 34771-8588  
O George Flint

RECEIVED  
OCT 15 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 October 2019

#20	Order total	4,750.00
1-320-538-47		
Aquatic Maint. Svc Oct19		

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

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

October 16, 2019

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

Bill Number- 110480  
Billed through 09/30/2019

RECEIVED  
OCT 14 2019

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

**General Counsel/Monthly Meeting**  
**PWCDD 00001 MCE**

BY: \_\_\_\_\_

**FOR PROFESSIONAL SERVICES RENDERED**

09/10/19	SRS	Attend agenda conference call; research merger; confer with Carpenter regarding same.	1.10 hrs
09/10/19	APA	Prepare document notebook regarding merger of district; update district status chart.	0.80 hrs
09/11/19	APA	Prepare agenda memorandum.	0.20 hrs
09/12/19	SRS	Review draft meeting minutes.	0.30 hrs
09/13/19	SRS	Prepare Floralawn agreement.	0.40 hrs
09/13/19	APA	Analyze agenda package; prepare agenda memorandum and meeting notebook.	1.80 hrs
09/16/19	SRS	Prepare Floralawn agreement.	0.30 hrs
09/16/19	APA	Finalize landscape maintenance agreement; update vendor agreement chart.	1.20 hrs
09/17/19	MCE	Travel to board meeting.	3.00 hrs
09/17/19	MCE	Prepare for board meeting; confer with Flint; confer with board regarding landscape agreement.	0.60 hrs
09/17/19	APA	Update merger documents notebook; prepare for board meeting.	0.50 hrs
09/18/19	MCE	Review merger history and documents; prepare for and attend board meeting; follow-up from board meeting.	3.40 hrs
09/18/19	APA	Review landscape agreement regarding pond banks.	0.50 hrs
09/19/19	APA	Research property appraiser website regarding ponds owned by district, plat and tract information; prepare exhibit to landscape maintenance agreement regarding identified pond banks; revise same.	2.80 hrs
09/20/19	MCE	Review merger issues; confer with Flint and Carpenter.	0.50 hrs

09/21/19	MCE	Revise rules of procedure; distribute to board; revise landscape maintenance agreement per LaRue request; research ponds and other parcels owned by district.	0.60 hrs
09/23/19	MCE	Review maintenance map; confer with Lee.	0.20 hrs
09/23/19	APA	Confer with district engineer; prepare revisions to landscape maintenance agreement and exhibits.	1.20 hrs
09/24/19	MCE	Confer with Carpenter and Flint regarding merger.	0.40 hrs
09/24/19	APA	Follow-up to agenda items.	0.20 hrs
09/25/19	MCE	Revise landscape agreement and distribute.	0.40 hrs
09/25/19	APA	Finalize Floralawn landscape maintenance agreement and exhibits; prepare redline for board regarding revisions to same.	1.80 hrs
09/30/19	MCE	Review LaRue revisions; confer with staff regarding map updates and contract revisions.	0.20 hrs

Total fees for this matter \$4,772.50

**DISBURSEMENTS**

Document Reproduction	48.50
Travel	403.15
Travel - Meals	24.30
<b>Total disbursements for this matter</b>	<b>\$475.95</b>

**MATTER SUMMARY**

Papp, Annie M. - Paralegal	11.00 hrs	125 /hr	\$1,375.00
Eckert, Michael C.	9.30 hrs	310 /hr	\$2,883.00
Sandy, Sarah R.	2.10 hrs	245 /hr	\$514.50

TOTAL FEES \$4,772.50  
 TOTAL DISBURSEMENTS \$475.95

**TOTAL CHARGES FOR THIS MATTER \$5,248.45**

**BILLING SUMMARY**

Papp, Annie M. - Paralegal	11.00 hrs	125 /hr	\$1,375.00
Eckert, Michael C.	9.30 hrs	310 /hr	\$2,883.00
Sandy, Sarah R.	2.10 hrs	245 /hr	\$514.50

TOTAL FEES \$4,772.50  
 TOTAL DISBURSEMENTS \$475.95

**TOTAL CHARGES FOR THIS BILL \$5,248.45**



**Please include the bill number on your check.**

# 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	
09/02/19 - 09/29/19		POINCIANA WEST CDD	
23 TOTAL AMOUNT DUE		*UNAPPLIED AMOUNT	3 TERMS OF PAYMENT
607.14		NET 15 DAYS	
21 CURRENT AMOUNT DUE	22 30 DAYS	60 DAYS	OVER 90 DAYS
607.14	.00	.00	.00

## ADVERTISING INVOICE and STATEMENT

24 INVOICE NUMBER	4 PAGE #	5 BILLING DATE	6 BILLED ACCOUNT NUMBER	7 ADVERTISER / CLIENT NUMBER
1031835	1	09/29/19		

8 - 198  
 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

210103183500000607149

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
09/01 ✓ 09/11	L060G0J05J LEGAL LINE AD	BALANCE FORWARD NOTICE OF MEETING PO INCIANA WEST COMMUNI LKL/FULL, LNET/FULL notice 0001 L060G0J05J (pd)	1x57L	1	276.50	- .01 276.50
09/21 ✓	L060G0J0J4 LEGAL LINE AD	Stacie NOTICE OF MEETING DA TES POINCIANA WEST C LKL/FULL, LNET/FULL notice 0001 L060G0J0J4 STACIE  # 10 1-310-513-48  Net of FY20 Meeting Dates	1x65L	1	330.65	330.65

RECEIVED

OCT 07 2019

BY: \_\_\_\_\_

WE APPRECIATE YOUR CONTINUED BUSINESS. CONTACT YOUR ACCT  
 REP DIRECTLY REGARDING AD BILLING DISCREPANCIES.

### STATEMENT OF ACCOUNT AGING OF PAST DUE ACCOUNTS

21 CURRENT NET AMOUNT DUE	22 30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	23 TOTAL AMOUNT DUE
607.14	.00	.00	.00		607.14

### The Ledger NEWS CHIEF

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



24 INVOICE NUMBER	25 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER / CLIENT NUMBER	2 ADVERTISER / CLIENT NAME
1031835	09/02/19 - 09/29/19	758309		POINCIANA WEST CDD



**Ledger, The**  
Sept. 21, 2019  
Miscellaneous Notices

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

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

November 20, 2019

January 15, 2020

March 18, 2020

May 20, 2020

Exception: July 22, 2020

September 16, 2020

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

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

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

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

George S. Flint

Governmental Management Services - Central Florida, LLC

District Manager

L4013 9-21; 2019 JOJ4



# INVOICE

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

T 407.423.8398  
F 407.843.1070

RECEIVED  
OCT 24 2019

George Flint  
Governmental Management Services  
1408 Hamlin Ave Unit E  
St. Cloud, FL 34771

October 24, 2019  
Project No: A171207.00  
Invoice No: 2143907

BY: \_\_\_\_\_

Project A171207.00 Poinciana West Community Development District Engineering Services

**Professional Services Through October 19, 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
<b>Total Labor</b>			<b>295.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	295.00	7,792.96	8,087.96
Limit			20,000.00
Remaining			11,912.04

**Total this Task \$295.00**

**Total this Invoice \$295.00**

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

# Billing Backup

Thursday, October 24, 2019

GAI Consultants, Inc.

Invoice 2143907 Dated 10/24/2019

1:04:17 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	10/8/2019	1.00	295.00	295.00	
	Project review					
	Totals		1.00		295.00	
	<b>Total Labor</b>				<b>295.00</b>	
					<b>Total this Task</b>	<b>\$295.00</b>
					<b>Total this Project</b>	<b>\$295.00</b>
					<b>Total this Report</b>	<b>\$295.00</b>

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

February 15, 2019

Poinciana West Community Development District  
c/o Governmental Management Services - Central  
Florida  
9145 Narcoossee Road, Suite A206  
Orlando, FL 32827

Bill Number 105461  
Billed through 01/31/2019

RECEIVED  
FEB 15 2019

#2 (Ha)  
1-300-131-100

Amenities - Conclusion 2019

**AMENITIES - CONCLUSION (2019)**

BY: \_\_\_\_\_

**PWCDD 00108 MCE**

**FOR PROFESSIONAL SERVICES RENDERED**

01/03/19	DMS	Research motion to tax costs and strategy with respect to same; analyze and evaluate response to same.	1.20 hrs
01/04/19	DMS	Revise and finalize motion for substitution; prepare e-mails to new counsel; finalize and file motion.	0.40 hrs
01/07/19	DMS	Research motion to tax.	1.30 hrs
01/08/19	DMS	Evaluate and prepare memorandum regarding recovery of costs pursuant to motion to tax; review and follow-up regarding Anderson affidavit; review local and administrative rules regarding taxation motions.	4.20 hrs
01/09/19	DMS	Follow-up regarding order regarding substitution.	0.30 hrs
01/10/19	DMS	Review and revise memorandum regarding motion to tax costs; research same.	1.70 hrs
01/14/19	DMS	Follow-up regarding motion for substitution.	0.10 hrs
01/15/19	DMS	Check status of substitution.	0.10 hrs
01/17/19	DMS	Confer with Stimler; review cost memorandum regarding same; confer with Stimler.	0.90 hrs
01/23/19	DMS	Review docket; prepare letter to Judge Selph regarding substitution.	0.50 hrs
01/30/19	DMS	Review Stimler response; research strategy; prepare opposition to motion to tax costs.	4.40 hrs
01/31/19	DMS	Follow-up regarding motion for substitution.	0.10 hrs
Total fees for this matter			\$4,940.00

**MATTER SUMMARY**

Smith, Douglas M. 15.20 hrs 325 /hr \$4,940.00

=====

TOTAL FEES \$4,940.00

**TOTAL CHARGES FOR THIS MATTER \$4,940.00**

**BILLING SUMMARY**

Smith, Douglas M. 15.20 hrs 325 /hr \$4,940.00

TOTAL FEES \$4,940.00

**TOTAL CHARGES FOR THIS BILL \$4,940.00**

**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

===== STATEMENT =====

March 18, 2019

Poinciana West Community Development District  
c/o Governmental Management Services - Central  
Florida  
9145 Narcoossee Road, Suite A206  
Orlando, FL 32827

Bill Number 106128  
Billed through 02/28/2019

# 2 (44)  
Amenities - Conclusion 2019  
1-300-131-100

RECEIVED  
MAR 18 2019

BY: \_\_\_\_\_

**AMENITIES - CONCLUSION (2019)**  
PWCCD 00108 MCE

**FOR PROFESSIONAL SERVICES RENDERED**

02/04/19	DMS	Prepare opposition to motion to tax costs.	6.20 hrs
02/08/19	APA	Research official records regarding recorded notice of nullification and cancellation of amenity debt assessments.	0.40 hrs
Total fees for this matter			\$2,065.00

**MATTER SUMMARY**

Papp, Annie M. - Paralegal	0.40 hrs	125 /hr	\$50.00
Smith, Douglas M.	6.20 hrs	325 /hr	\$2,015.00

TOTAL FEES \$2,065.00

**TOTAL CHARGES FOR THIS MATTER** -----  
**\$2,065.00**

**BILLING SUMMARY**

Papp, Annie M. - Paralegal	0.40 hrs	125 /hr	\$50.00
Smith, Douglas M.	6.20 hrs	325 /hr	\$2,015.00

TOTAL FEES \$2,065.00

**TOTAL CHARGES FOR THIS BILL** -----  
**\$2,065.00**

**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  
850.222.7600

===== STATEMENT =====

Poinciana West Community Development District  
c/o Governmental Management Services - Central  
Florida  
9145 Narcoossee Road, Suite A206  
Orlando, FL 32827

April 22, 2019

# 2 (Hd)  
1-300-131-100

Amenities - Conclusion 2019

Bill Number 106712  
Billed through 03/31/2019

**AMENITIES - CONCLUSION (2019)**  
**PWCDD 00108 MCE**

RECEIVED  
APR 22 2019

**FOR PROFESSIONAL SERVICES RENDERED**

BY: \_\_\_\_\_

03/08/19	DMS	Confer with Stimler.	0.10 hrs
03/11/19	DMS	Confer with Stimler; follow-up regarding same.	0.30 hrs
03/15/19	DMS	Prepare for and attend conference call with Carpenter, et. al.; follow-up regarding same.	0.30 hrs
03/18/19	DMS	Research cost recovery under general cost statute in bond validation; revise opposition brief regarding same; prepare discovery to Mann, Taylor, and Wynn.	3.60 hrs
Total fees for this matter			\$1,397.50

**MATTER SUMMARY**

Smith, Douglas M.	4.30 hrs	325 /hr	\$1,397.50
TOTAL FEES			\$1,397.50
<b>TOTAL CHARGES FOR THIS MATTER</b>			<b>\$1,397.50</b>

**BILLING SUMMARY**

Smith, Douglas M.	4.30 hrs	325 /hr	\$1,397.50
TOTAL FEES			\$1,397.50
<b>TOTAL CHARGES FOR THIS BILL</b>			<b>\$1,397.50</b>

**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

===== STATEMENT =====

May 31, 2019

Poinciana West Community Development District  
c/o Governmental Management Services - Central  
Florida  
9145 Narcoossee Road, Suite A206  
Orlando, FL 32827

Bill Number 107813  
Billed through 04/30/2019

#2 (Hd)

Amenities - Conclusion 2019  
1-300-131-100



BY: \_\_\_\_\_

**AMENITIES - CONCLUSION (2019)**

PWCDD 00108 MCE

**FOR PROFESSIONAL SERVICES RENDERED**

04/02/19	DMS	Research status.	0.20 hrs
04/16/19	MCE	Confer with Case; confer with board regarding motion to tax costs; confer with Carpenter; confer with Flint; review letter and filing from defendants.	0.40 hrs
04/16/19	DMS	Review settlement correspondence.	0.10 hrs
04/24/19	DMS	Prepare e-mail to Holder regarding discovery extension request.	0.20 hrs
Total fees for this matter			\$286.50

**MATTER SUMMARY**

Smith, Douglas M.	0.50 hrs	325 /hr	\$162.50
Eckert, Michael C.	0.40 hrs	310 /hr	\$124.00

TOTAL FEES \$286.50

TOTAL CHARGES FOR THIS MATTER \$286.50

**BILLING SUMMARY**

Smith, Douglas M.	0.50 hrs	325 /hr	\$162.50
Eckert, Michael C.	0.40 hrs	310 /hr	\$124.00

TOTAL FEES \$286.50

TOTAL CHARGES FOR THIS BILL \$286.50

**Please include the bill number on your check.**



# Hopping Green & Sams

Attorneys and Counselors

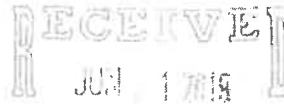
119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

June 21, 2019

Poinciana West Community Development District  
c/o Governmental Management Services - Central  
Florida  
9145 Narcoossee Road, Suite A206  
Orlando, FL 32827

Bill Number 108025  
Billed through 05/31/2019



IF 2 (Hd)  
Amenities - Conclusion 2019  
1-300 - (31 - 100

**AMENITIES - CONCLUSION (2019)**  
**PWCDD 00108 MCE**

BY: \_\_\_\_\_

**FOR PROFESSIONAL SERVICES RENDERED**

05/02/19	MCE	Confer with Carpenter.	0.30 hrs
05/09/19	DMS	Review motion to extend; prepare outline regarding response to same; evaluate and follow up on strategies regarding hearing.	2.30 hrs
05/10/19	DMS	Prepare opposition to motion for enlargement of time and motion to compel.	2.40 hrs
05/13/19	DMS	Prepare opposition to extension motion; prepare outline regarding response to same.	1.40 hrs
05/14/19	DMS	Review correspondence follow-up regarding hearing on motion for enlargement.	0.20 hrs
05/15/19	DMS	Prepare e-mails regarding service issues.	0.20 hrs
05/16/19	DMS	Review and follow-up on correspondence; follow-up regarding setting of hearing on motion to enlarge time; prepare e-mails to Stimler regarding same; prepare e-mail to Anderson.	0.80 hrs
05/20/19	DMS	Prepare letter to court regarding discovery order.	0.40 hrs
05/22/19	DMS	Review opposition to proposed order; follow-up with Stimler; revise opposition and motion to compel.	0.60 hrs
05/23/19	DMS	Prepare e-mails to Stimler; review e-mails from Stimler.	0.20 hrs
05/24/19	DMS	Review e-mail from Stimler; review correspondence from Anderson; follow-up regarding same; confer with Stimler.	0.40 hrs
Total fees for this matter			\$2,985.50

**MATTER SUMMARY**

Smith, Douglas M.	8.90 hrs	325 /hr	\$2,892.50
Eckert, Michael C.	0.30 hrs	310 /hr	\$93.00

=====

TOTAL FEES	\$2,985.50
LESS COURTESY DISCOUNT	\$1,674.50 CR

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$1,311.00</b>
--------------------------------------	-------------------

**BILLING SUMMARY**

Smith, Douglas M.	8.90 hrs	325 /hr	\$2,892.50
Eckert, Michael C.	0.30 hrs	310 /hr	\$93.00

TOTAL FEES	\$2,985.50
LESS COURTESY DISCOUNT	\$1,674.50 CR

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,311.00</b>
------------------------------------	-------------------

**Please include the bill number on your check.**



P.O. Box 91597  
Lakeland, FL 33804

# Invoice

Date	Invoice #
11/1/2019	4407

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

RECEIVED  
NOV 1 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 November 2019  #7 1-320-538-462  Lawn Maintenance Nov 19	4,691.16	4,691.16

Thank you for your business.	<b>Total</b>	\$4,691.16
------------------------------	--------------	------------

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

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

# Invoice

Invoice #: 55  
 Invoice Date: 11/1/19  
 Due Date: 11/1/19  
 Case:  
 P.O. Number:

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

Description	#1	Hours/Qty	Rate	Amount
Management Fees - November 2019	310-513-34		3,750.00	3,750.00
Information Technology - November 2019	332		125.00	125.00
Dissemination Agent Services - November 2019	313		416.67	416.67
Office Supplies	81		0.33	0.33
Postage	42		26.66	26.66
Copies	425		1.20	1.20
<b>Total</b>			\$4,319.86	
<b>Payments/Credits</b>			\$0.00	
<b>Balance Due</b>			\$4,319.86	

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

# Invoice

Invoice #: 56  
Invoice Date: 11/1/19  
Due Date: 11/1/19  
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 - November 2019 <i>320-538-12</i>		833.33	833.33
<b>Total</b>			<b>\$833.33</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$833.33</b>



INVOICE

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

Payment Instructions: Clarke Environmental Mosquito Management, Inc.  
**Check:** 16300 Collections Center Drive, Chicago, IL 60693

Customer #: P07800  
Customer PO #: NA

Invoice #: 001009500  
Invoice Date: 11/15/19  
Terms: Net 30 Days  
Due Date: 12/16/19

B  
I  
L  
L  
T  
O  
Poinciana West Community Dev. Dist.  
1408 Hamlin Ave, Unit E  
St. Cloud, FL 34771-8588  
George Flint

RECEIVED  
NOV 3 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](http://www.clarke.com)  
Service for November 2019

#5      **Order total**      1,983.33  
 1-320-538-471  
 Mosquito Mgmt Serv Nov19

Aquatic Midge Management

Clarke Environmental Mosquito Management, Inc. is a Clarke Company

*** We accept ACH Payments ***	<b>Total:</b>	1,983.33
--------------------------------	---------------	----------

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: [accountsreceivable@clarke.com](mailto:accountsreceivable@clarke.com) or faxed to: 630-872-7439

# INVOICE



Payment Instructions: Clarke Aquatic Services  
Check: 16308 Collections Center Drive, Chicago, IL 60693

Customer #: 088096  
Customer PO #:

Invoice #: 000005249  
Invoice Date: 11/15/19  
Terms: Net 30 Days  
Due Date: 12/16/19

B  
I Poinciana West Community Dev. Dist.  
L 1408 Hamlin Avenue  
L Unit E  
T St. Cloud, FL 34771-8588  
O George Flint



Agreement no 1000002499

Consultant Pete Deglomine - Salesman

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

### CLARKE AQUATIC MAINTENANCE SERVICES

W9's can be found on our website at [www.clarke.com](http://www.clarke.com)  
Service for November 2019

#20	<b>Order total</b>	4,750.00
1-320-538-47		
Aquatic Maint. Srvc Nov19		

*[Signature]*  
Aquatic Control Maint

Clarke Aquatic Services, Inc. is a Clarke Company

*** We accept ACH Payments ***	<b>Total:</b>	4,750.00
--------------------------------	---------------	----------

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

# THE LEDGER

LEGAL ADVERTISING

FEDERAL ID # 47 2464860

INVOICE NUMBER
L060G0J261
BILLED ACCOUNT NUMBER
REMITTANCE ADDRESS
LAKELAND LEDGER PUBLISHING PO BOX 913004 ORLANDO, FL 32891

BILLED ACCOUNT NAME AND ADDRESS
STACIE POINCIANA WEST CDD 135 W CENTRAL BLVD STE 320 ORLANDO, FL 32801

PLEASE RETURN THIS INVOICE ALONG WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	Description	Size	PAID	NET AMOUNT
✓ 11/5/2019 <i>W</i>	L060G0J261	BOARD MEETING  <b>RECEIVED</b>  NOV 15 2019  BY: _____  #16 1-310-513-48 Not. of Pure Development	1 X 71		\$ 341.84
BILLED ACCOUNT NUMBER: 758309				TOTAL AMOUNT DUE	
				\$341.84	



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

STATE OF FLORIDA)  
COUNTY OF POLK)

Before the undersigned authority personally appeared Rhonda Gentle, who on oath says that she is an Account Executive for Advertising at The Ledger, the owner of 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 MEETING

Concerning POINCIANA WEST CDD

was published in said newspaper in the issues of

11-5-2019

Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has heretofore 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.

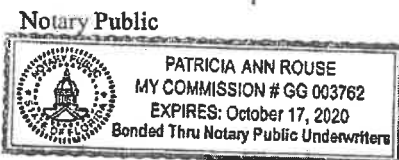
Signed.....

*Rhonda Gentle*  
Rhonda Gentle  
Advertising Account Executive  
Who is personally known to me.

Sworn to and subscribed before me this 6th day of November, A.D. 2019

*Patricia Ann Rouse*

(Seal)



**NOTICE OF RULE DEVELOPMENT  
BY THE  
POINCIANA WEST COMMUNITY  
DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190, Florida Statutes, the Poinciana West Community Development District ("District") hereby gives notice of its intention to develop Amended and Restated Rules of Procedure to govern the operations of the District.

The Amended and Restated Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and projects with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, sections 112.08, 112.3145, 112.3146, 112.3148, 119.07, 119.0701, 189.053, 189.069(2)(a)15, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager, c/o Governmental Management Services - Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801, Phone: (407) 841-5524.

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

11-5-2019 L-J261

# THE LEDGER

LEGAL ADVERTISING

FEDERAL ID # 47 2464860

INVOICE NUMBER
L060G0J262
BILLED ACCOUNT NUMBER
REMITTANCE ADDRESS
LAKELAND LEDGER PUBLISHING PO BOX 913004 ORLANDO, FL 32891

BILLED ACCOUNT NAME AND ADDRESS
STACIE POINCIANA WEST CDD 135 W CENTRAL BLVD STE 320 ORLANDO, FL 32801

PLEASE RETURN THIS INVOICE ALONG WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	Description	Size	PAID	NET AMOUNT
11/6/2019	L060G0J262	RULEMAKING NOTICE	1 X 122L		\$ 579.84
		<p><b>RECEIVED</b></p> <p>NOV 15 2019</p> <p>BY: _____</p> <p># 10 1-310-513-48 Notice of Rule Making</p>			
BILLED ACCOUNT NUMBER: 758309					
				TOTAL AMOUNT DUE	
				<b>\$579.84</b>	

# AFFIDAVIT OF PUBLICATION THE LEDGER

## Lakeland, Polk County, Florida

STATE OF FLORIDA)  
COUNTY OF POLK)

Before the undersigned authority personally appeared Rhonda Gentle, who on oath says that she is an Account Executive for Advertising at The Ledger, the owner of 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 RULEMAKING

Concerning POINCIANA WEST CDD

was published in said newspaper in the issues of

11-6; 2019

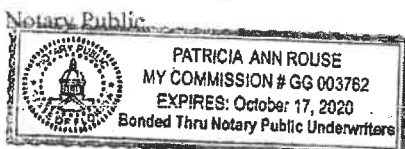
Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has heretofore been continuously published in said Polk County Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said 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... *Rhonda Gentle*  
Rhonda Gentle  
Advertising Account Executive  
Who is personally known to me.

Sworn to and subscribed before me this 6th day of November, A.D. 2019

*Patricia Ann Rouse*

(Seal)



### NOTICE OF RULEMAKING REGARDING THE AMENDED AND RESTATED RULES OF PROCEDURE OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Poinciana West Community Development District ("District") on Wednesday, December 4, 2019, at 9:30 a.m. in Mosalco, at 388 Village Drive, Poinciana, Florida 34758.

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Amended and Restated Rules of Procedure. The purpose and effect of the proposed Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the The Ledger on November 5, 2019.

The Amended and Restated Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed amended and Restated Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, sections 112.06, 112.3143, 112.3144, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)18, 190.008, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.28, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager's Office at Governmental Management Services - Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801 or by calling (407) 841-5524.

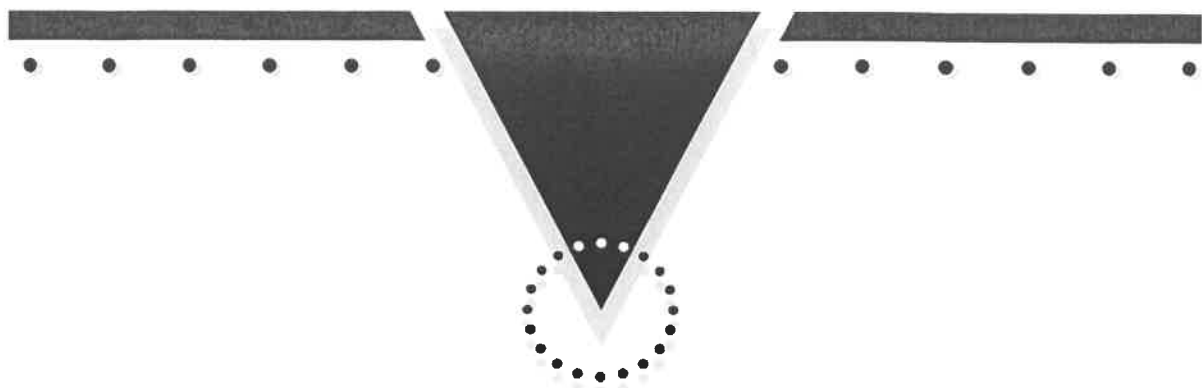
Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by section 120.541(1), Florida Statutes, must do so in writing within twentyone (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly insure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this 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 at 1-800-855-8771 or 1-800-855-8770 for aid in contacting the District Office.

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

## SECTION 2



**Poinciana West**  
**Community Development District**

**Unaudited Financial Reporting**

**October 31, 2019**



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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>FY20 Assessment Receipt Schedule</u>

**Poinciana West**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**October 31, 2019**

	General Fund	Debt Service Fund	Totals 2020
<b><u>ASSETS:</u></b>			
<b><u>CASH</u></b>			
OPERATING ACCOUNT - SUNTRUST	\$50,933	---	\$50,933
MONEY MARKET ACCOUNT	\$491,578	---	\$491,578
<b><u>INVESTMENTS</u></b>			
<b>SERIES 2017</b>			
RESERVE R1	---	\$392,483	\$392,483
RESERVE R2	---	\$122,278	\$122,278
REVENUE	---	\$283,141	\$283,141
REDEMPTION R1	---	\$5,890	\$5,890
REDEMPTION R2	---	\$1,568	\$1,568
DUE FROM DEVELOPER	\$10,001	---	\$10,001
<b>TOTAL ASSETS</b>	<b><u>\$552,512</u></b>	<b><u>\$805,360</u></b>	<b><u>\$1,357,872</u></b>
<b><u>LIABILITIES:</u></b>			
ACCOUNTS PAYABLE	---	---	\$0
<b><u>FUND EQUITY:</u></b>			
<b>FUND BALANCES:</b>			
RESTRICTED FOR DEBT SERVICE 2017	---	\$805,360	\$805,360
OPERATING RESERVE	\$65,156	---	\$65,156
UNASSIGNED	\$487,356	---	\$487,356
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b><u>\$552,512</u></b>	<b><u>\$805,360</u></b>	<b><u>\$1,357,872</u></b>

# Poinciana West

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS - TAX COLLECTOR	\$291,294	\$0	\$0	\$0
INTEREST	\$4,500	\$375	\$356	(\$19)
<b>TOTAL REVENUES</b>	<b>\$295,794</b>	<b>\$375</b>	<b>\$356</b>	<b>(\$19)</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE:</b>				
SUPERVISOR FEES	\$6,000	\$500	\$0	\$500
FICA EXPENSE	\$459	\$38	\$0	\$38
ENGINEERING	\$15,000	\$1,250	\$295	\$955
ATTORNEY	\$30,000	\$2,500	\$0	\$2,500
ARBITRAGE	\$450	\$0	\$0	\$0
DISSEMINATION	\$5,500	\$458	\$417	\$42
ANNUAL AUDIT	\$3,415	\$0	\$0	\$0
TRUSTEE FEES	\$7,050	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$45,000	\$3,750	\$3,750	\$0
INFORMATION TECHNOLOGY	\$1,500	\$125	\$125	\$0
TELEPHONE	\$100	\$8	\$0	\$8
POSTAGE	\$1,500	\$125	\$29	\$96
PRINTING & BINDING	\$750	\$63	\$141	(\$79)
INSURANCE	\$10,883	\$10,883	\$7,000	\$3,883
LEGAL ADVERTISING	\$2,000	\$167	\$0	\$167
OTHER CURRENT CHARGES	\$800	\$67	\$76	(\$9)
OFFICE SUPPLIES	\$200	\$17	\$18	(\$2)
PROPERTY APPRAISER	\$3,100	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<b>FIELD:</b>				
FIELD MANAGEMENT	\$10,000	\$833	\$833	\$0
LANDSCAPE MAINTENANCE	\$58,694	\$4,891	\$4,691	\$200
AQUATIC CONTROL MAINTENANCE	\$64,479	\$5,373	\$4,750	\$623
AQUATIC MIDGE MANAGEMENT	\$30,000	\$2,500	\$1,983	\$517
R&M PLANT REPLACEMENT	\$3,000	\$250	\$0	\$250
STORM STRUCTURES REPAIRS	\$10,000	\$833	\$0	\$833
CONTINGENCY	\$10,000	\$833	\$0	\$833
CAPITAL OUTLAY	\$10,000	\$833	\$0	\$833
<b>TOTAL EXPENDITURES</b>	<b>\$335,055</b>	<b>\$41,473</b>	<b>\$29,284</b>	<b>\$12,189</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$39,261)</b>		<b>(\$28,928)</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$39,261</b>		<b>\$516,284</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$0</b>		<b>\$487,356</b>	



# Poinciana West

## COMMUNITY DEVELOPMENT DISTRICT

### SERIES 2017

### DEBT SERVICE FUND

#### Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
<b>REVENUES:</b>				
ASSESSMENTS - TAX COLLECTOR	\$1,050,687	\$0	\$0	\$0
INTEREST	\$1,000	\$83	\$944	\$860
<b>TOTAL REVENUES</b>	<b>\$1,051,687</b>	<b>\$83</b>	<b>\$944</b>	<b>\$860</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE</b>				
PROPERTY APPRAISER	\$11,200	\$0	\$0	\$0
<b>SERIES 2017 R-1</b>				
INTEREST - 11/1	\$190,011	\$0	\$0	\$0
PRINCIPAL - 05/1	\$405,000	\$0	\$0	\$0
INTEREST - 05/1	\$190,011	\$0	\$0	\$0
<b>SERIES 2017 R-2</b>				
INTEREST - 11/1	\$72,582	\$0	\$0	\$0
PRINCIPAL - 05/1	\$90,000	\$0	\$0	\$0
INTEREST - 05/1	\$72,582	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$1,031,386</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$20,301</b>		<b>\$944</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$282,651</b>		<b>\$804,417</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$302,952</b>		<b>\$805,360</b>	

**Poinciana West  
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>REVENUES:</b>													
ASSESSMENTS - TAX COLLECTOR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INTEREST	\$356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$356
<b>TOTAL REVENUES</b>	<b>\$356</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$356</b>

**EXPENDITURES:**

**ADMINISTRATIVE:**

SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$295	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$295
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
MANAGEMENT FEES	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750
INFORMATION TECHNOLOGY	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29
PRINTING & BINDING	\$141	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$141
INSURANCE	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$76	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76
OFFICE SUPPLIES	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18
PROPERTY APPRAISER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>FIELD:</b>													
FIELD MANAGEMENT	\$833	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$833
LANDSCAPE MAINTENANCE	\$4,691	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,691
AQUATIC CONTROL MAINTENANCE	\$4,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,750
AQUATIC MIDGE MANAGEMENT	\$1,983	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,983
R&M PLANT REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STORM STRUCTURES REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$29,284</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$29,284</b>

**EXCESS REVENUES/(EXPENDITURES)**

	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(\$29,928)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$29,928)

**Poinciana West  
COMMUNITY DEVELOPMENT DISTRICT**

**SPECIAL ASSESSMENTS FY2020 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	
11/14/19	ACH	\$ 1,119.42	\$ 44.76	\$ 21.49	\$ -	\$ 1,053.17	\$ 1,053.17	
11/18/19	ACH	\$ 4,841.30	\$ 241.25	\$ 92.00	\$ -	\$ 4,508.05	\$ 4,508.05	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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<b>TOTAL COLLECTED</b>		\$ 5,960.72	\$ 286.01	\$ 113.49	\$ -	\$ 5,561.22	\$ 5,561.22	
<b>PERCENTAGE COLLECTED</b>								2%

**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	
11/14/19	ACH	\$ 3,432.90	\$ 137.30	\$ 65.91	\$ -	\$ 3,229.69	\$ 3,229.69	
11/18/19	ACH	\$ 17,815.94	\$ 887.69	\$ 338.57	\$ -	\$ 16,589.68	\$ 16,589.68	
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<b>TOTAL COLLECTED</b>		\$ 21,248.84	\$ 1,024.99	\$ 404.48	\$ -	\$ 19,819.37	\$ 19,819.37	
<b>PERCENTAGE COLLECTED</b>								2%

# SECTION D

# SECTION 1

# Poinciana West Community Development District



December 4, 2019

Clayton Smith - Field Services Manager

GMS

Poinciana West  
Community Development District

Field Management Report

December 4, 2019

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

RE: Poinciana CDD – December 4, 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 surrounding two large mitered ends has been completed.
- ✚ Dredgesox were placed then, filled and covered with Sod.



- ✚ End Results have been satisfactory.
- ✚ Potential to use dredgesox for future repairs.





# Completed Items

## Clearing of dry pond Orifice

- ✚ Cleared obstructions limiting flow through orifice.
- ✚ Other orifices checked for obstructions and functionality.



## Dry Pond Maintenance



- ✚ Dry Pond basins were cleared and mowed down.
- ✚ Staff and contractor continue to monitor basins for saturation and overgrowth

# Completed

## Hydrilla Retreatment



- ✚ Re-treatment of target ponds has shown positive results.
- ✚ Systemic treatment to be carried out again next year.

# In Progress

## Pond Aquatic Maintenance

- ✚ Spraying and management of aquatic weeds and algae is ongoing.
- ✚ Several ponds including Pond 8 have had planktonic algae blooms.
- ✚ Contractor has been working to control/treat planktonic blooms.
- ✚ Select ponds are still being treated.



- ✚ Ongoing treatments have yielded positive results and controlling the algae.
- ✚ Continue to monitor.



# In Progress

## Pond 6 Midge Management - Fish

- ✚ To add fish to pond by mid or end of December assuming factors are positive.
- ✚ 500 – Bluegill and Red eared sunfish.
- ✚ These are the recommended fish for reducing midge larvae.
- ✚ Will test oxygen levels and temperature before adding fish.



# 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](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith



# PW Monthly Treatment Report

Date between : 09/01/2019 and 09/30/2019

Customer Site ID	Treatment Date	Condition/Weeds Treated
16A	9/18/19	Clean
4A	9/18/19	Clean
Pond 1	9/18/19	Alligator Weed
Pond 1	9/18/19	Pennywort
Pond 1	9/18/19	Shoreline Grasses
Pond 10	9/18/19	Alligator Weed
Pond 10	9/18/19	Pennywort
Pond 10	9/18/19	Shoreline Grasses
Pond 11	9/18/19	Alligator Weed
Pond 11	9/18/19	Pennywort
Pond 11	9/18/19	Shoreline Grasses
Pond 12	9/18/19	Alligator Weed
Pond 12	9/18/19	Pennywort
Pond 12	9/18/19	Shoreline Grasses
Pond 13	9/17/19	Clean
Pond 15	9/25/19	Filamentous
Pond 15	9/25/19	Hydrilla
Pond 16	9/26/19	Clean
Pond 17	9/24/19	Alligator Weed
Pond 17	9/24/19	Pennywort
Pond 17	9/24/19	Shoreline Grasses
Pond 18	9/24/19	Alligator Weed
Pond 18	9/24/19	Pennywort
Pond 18	9/24/19	Shoreline Grasses
Pond 2	9/18/19	Alligator Weed
Pond 2	9/18/19	Pennywort
Pond 2	9/18/19	Shoreline Grasses
Pond 20	9/24/19	Alligator Weed
Pond 20	9/24/19	Pennywort
Pond 20	9/24/19	Shoreline Grasses
Pond 21	9/24/19	Alligator Weed
Pond 21	9/24/19	Pennywort
Pond 21	9/24/19	Shoreline Grasses
Pond 22	9/24/19	Alligator Weed
Pond 22	9/24/19	Pennywort
Pond 22	9/24/19	Shoreline Grasses
Pond 3	9/17/19	Clean
Pond 4	9/17/19	Clean
Pond 5	9/18/19	Alligator Weed
Pond 5	9/18/19	Pennywort
Pond 5	9/18/19	Shoreline Grasses
Pond 6	9/18/19	Filamentous
Pond 6	9/18/19	Hydrilla
Pond 6	9/18/19	Spike Rush
Pond 7	9/19/19	Alligator Weed
Pond 7	9/19/19	Pennywort
Pond 7	9/19/19	Shoreline Grasses
Pond 8	9/26/19	Alligator Weed
Pond 8	9/26/19	Pennywort
Pond 8	9/26/19	Shoreline Grasses
Pond 9	9/19/19	Alligator Weed
Pond 9	9/19/19	Pennywort
Pond 9	9/19/19	Shoreline Grasses



Poinciana West Community Development District  
Monthly Midge Treatment Report  
*September 1, 2019-September 30, 2019*

Night Truck Spray

- 8.80 Miles were sprayed

ATV ULV Spray

- 10.00 Miles were sprayed

Backpack Pellet Larvicide

- 6.50 Acres were treated

Boat Larvicide Treatments

- 0 Acres were treated



## PW Monthly Treatment Report

Date between : 10/01/2019 and 10/31/2019

Customer Site ID	Treatment Date	Condition/Weeds Treated
16A	10/2/2019	Clean
4A	10/2/2019	Clean
Pond 1	10/17/2019	Alligator Weed
Pond 1	10/17/2019	Pennywort
Pond 1	10/17/2019	Shoreline Grasses
Pond 10	10/30/2019	Filamentous
Pond 10	10/30/2019	Hydrilla
Pond 11	10/30/2019	Clean
Pond 12	10/30/2019	Filamentous
Pond 12	10/30/2019	Hydrilla
Pond 13	10/17/2019	Alligator Weed
Pond 13	10/17/2019	Pennywort
Pond 13	10/17/2019	Shoreline Grasses
Pond 15	10/17/2019	Alligator Weed
Pond 15	10/17/2019	Filamentous
Pond 15	10/17/2019	Hydrilla
Pond 15	10/17/2019	Pennywort
Pond 15	10/17/2019	Shoreline Grasses
Pond 16	10/17/2019	Alligator Weed
Pond 16	10/17/2019	Pennywort
Pond 16	10/17/2019	Shoreline Grasses
Pond 17	10/17/2019	Alligator Weed
Pond 17	10/17/2019	Pennywort
Pond 17	10/17/2019	Shoreline Grasses
Pond 18	10/29/2019	Alligator Weed
Pond 18	10/29/2019	Pennywort
Pond 18	10/29/2019	Shoreline Grasses
Pond 2	10/29/2019	Clean
Pond 20	10/30/2019	Clean
Pond 21	10/30/2019	Clean
Pond 22	10/2/2019	Filamentous
Pond 3	10/2/2019	Alligator Weed
Pond 3	10/2/2019	Pennywort
Pond 3	10/2/2019	Shoreline Grasses
Pond 4	10/2/2019	Alligator Weed
Pond 4	10/2/2019	Pennywort
Pond 4	10/2/2019	Shoreline Grasses
Pond 5	10/2/2019	Filamentous
Pond 5	10/2/2019	Hydrilla
Pond 6	10/2/2019	Alligator Weed



Pond 6	10/2/2019	Filamentous
Pond 6	10/2/2019	Hydrilla
Pond 6	10/2/2019	Pennywort
Pond 6	10/2/2019	Shoreline Grasses
Pond 7	10/30/2019	Filamentous
Pond 7	10/30/2019	Hydrilla
Pond 8	10/29/2019	Filamentous
Pond 8	10/29/2019	Planktonic
Pond 9	10/30/2019	Filamentous
Pond 9	10/30/2019	Hydrilla



**Poinciana West Community Development District**  
**Monthly Midge Treatment Report**  
*October 1, 2019-October 31, 2019*

**Night Truck Spray**

- 8.90 Miles were sprayed

**ATV ULV Spray**

- 11.90 Miles were sprayed

**Backpack Pellet Larvicide**

- 0 Acres were treated

**Boat Larvicide Treatments**

- 0 Acres were treated



**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 5,6, 8, & 9	7/1/19	7/1/19	2.2	mi	0.5	gal
PWCDD ATV ULV	Ponds 5,6, 8, & 9	7/3/19	7/3/19	2.2	mi	0.34	gal
PWCDD Truck ULV	Ponds 5,6, 8, & 9	7/8/19	7/8/19	2.2	mi	0.49	gal
PWCDD ATV ULV	Ponds 5,6, 8, & 9	7/11/19	7/11/19	2.2	mi	0.35	gal
PWCDD Truck ULV	Ponds 5,6, 8, & 9	7/15/19	7/15/19	2.2	mi	0.49	gal
PWCDD ATV ULV	Ponds 5,6, 8, & 9	7/18/19	7/18/19	2.1	mi	0.34	gal
PWCDD Truck ULV	Ponds 5,6, 8, & 9	7/22/19	7/22/19	2.3	mi	0.5	gal
PWCDD ATV ULV	Ponds 5,6, 8, & 9	7/25/19	7/25/19	2.3	mi	0.34	gal
<b>Total For The Month</b>				<b>17.70</b>	<b>mi</b>	<b>3.35</b>	<b>gal</b>
<b>Abate 5% Pellets Larvicide Ponds</b>		<b>Start Date</b>	<b>End Date</b>	<b>Used Quantity</b>	<b>Unit of Measure</b>	<b>Chemical Used Quantity</b>	<b>Unit of Measure</b>
5.9.6		7/3/19	7/3/19	6.38	ac	51	lb
<b>Total For The Month</b>				<b>6.38</b>	<b>ac</b>	<b>51.00</b>	<b>lb</b>
<b>Abate 4E Larvicide Ponds</b>		<b>Start Date</b>	<b>End Date</b>	<b>Used Quantity</b>	<b>Unit of Measure</b>	<b>Chemical Used Quantity</b>	<b>Unit of Measure</b>
NONE FOR JULY				0.00	ac	0.00	oz
<b>Total For The Month</b>				<b>0.00</b>	<b>ac</b>	<b>0.00</b>	<b>oz</b>



**PWCDD Monthly Midge Treatment Report  
August 2019**

Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	cal Used	Unit of Measure
PWCDD Truck ULV	Ponds 5,6, 8, & 9	8/1/19	8/1/19	2.4	mi	0.35	gal
PWCDD ATV ULV	Ponds 5,6, 8, & 9	8/5/19	8/5/19	2.2	mi	0.49	gal
PWCDD ATV ULV	Ponds 5,6, 8, & 9	8/8/19	8/8/19	2.2	mi	0.34	gal
PWCDD Truck ULV	Ponds 5,6, 8, & 9	8/14/19	8/14/19	2.5	mi	0.36	gal
PWCDD Truck ULV	Ponds 5,6, 8, & 9	8/15/19	8/15/19	2.2	mi	0.5	gal
PWCDD ATV ULV	Ponds 5,6, 8, & 9	8/19/19	8/19/19	2.3	mi	0.5	gal
PWCDD Truck ULV	Ponds 5,6, 8, & 9	8/22/19	8/22/19	2.3	mi	0.33	gal
PWCDD ATV ULV	Ponds 5,6, 8, & 9	8/26/19	8/26/19	2.3	mi	0.5	gal
<b>Total For The Month</b>				<b>2.40</b>	<b>mi</b>	<b>0.35</b>	<b>gal</b>

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

Abate 4E Larvicide Ponds	Start Date	End Date	Used Quantity	Unit of Measure	cal Used	Unit of Measure	
9	8/22/19	8/22/19	2.67	ac	4	oz	
<b>Total For The Month</b>				<b>2.67</b>	<b>ac</b>	<b>4.00</b>	<b>oz</b>



**PWCDD Monthly Midge Treatment Report  
September 2019**

Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	Used Quantity	Unit of Measure
PWCDD Truck	ULV	9/5/19	9/5/19	2.2	mi	0.49	gal
PWCDD ATV	ULV	9/5/19	9/5/19	2.4	mi	0.36	gal
PWCDD Truck	ULV	9/9/19	9/9/19	2.2	mi	0.48	gal
PWCDD ATV	ULV	9/12/19	9/12/19	2.5	mi	0.36	gal
PWCDD Truck	ULV	9/16/19	9/16/19	2.2	mi	0.48	gal
PWCDD ATV	ULV	9/19/19	9/19/19	2.4	mi	0.35	gal
PWCDD Truck	ULV	9/23/19	9/23/19	2.2	mi	0.49	gal
PWCDD ATV	ULV	9/27/19	9/27/19	2.7	mi	0.4	gal
<b>Total For The Month</b>				<b>18.80</b>	<b>mi</b>	<b>3.41</b>	<b>gal</b>

Abate 5% Pellets Larvicide Ponds	Start Date	End Date	Used Quantity	Unit of Measure	Used Quantity	Unit of Measure
5,6,9	9/19/19	9/19/19	6.5	ac	52	lb
<b>Total For The Month</b>			<b>6.50</b>	<b>ac</b>	<b>52.00</b>	<b>lb</b>

Abate 4E Larvicide Ponds	Start Date	End Date	Used Quantity	Unit of Measure	Used Quantity	Unit of Measure
9	9/11/19	9/11/19	2.67	ac	4	oz
<b>Total For The Month</b>			<b>2.67</b>	<b>ac</b>	<b>4.00</b>	<b>oz</b>



**PWCDD Monthly Midge Treatment Report  
October 2019**

Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used Quantity	Unit of Measure
PWCDD ATV ULV	Ponds 5.6, 8, & 9	10/2/19	10/2/19	2.2	mi	0.37	gal
PWCDD Truck ULV	Ponds 5.6, 8, & 9	10/7/19	10/7/19	2.2	mi	0.5	gal
PWCDD ATV ULV	Ponds 5.6, 8, & 9	10/10/19	10/10/19	2.4	mi	0.34	gal
PWCDD Truck ULV	Ponds 5.6, 8, & 9	10/14/19	10/14/19	2.2	mi	0.48	gal
PWCDD ATV ULV	Ponds 5.6, 8, & 9	10/17/19	10/17/19	2.4	mi	0.35	gal
PWCDD Truck ULV	Ponds 5.6, 8, & 9	10/21/19	10/21/19	2.2	mi	0.49	gal
PWCDD ATV ULV	Ponds 5.6, 8, & 9	10/23/19	10/23/19	2.5	mi	0.37	gal
PWCDD Truck ULV	Ponds 5.6, 8, & 9	10/28/19	10/28/19	2.3	mi	0.5	gal
PWCDD ATV ULV	Ponds 5.6, 8, & 9	10/31/19	10/31/19	2.4	mi	0.35	gal
<b>Total For The Month</b>				<b>20.80</b>	<b>mi</b>	<b>3.75</b>	<b>gal</b>
<b>Abate 5% Petlets Larvicide Ponds</b>							
NONE FOR OCTOBER CONDITIONS GOOD							
<b>Total For The Month</b>				<b>0.00</b>	<b>ac</b>	<b>0.00</b>	<b>lb</b>
<b>Abate 4E Larvicide Ponds</b>							
NONE FOR OCTOBER							
<b>Total For The Month</b>				<b>0.00</b>	<b>ac</b>	<b>0.00</b>	<b>oz</b>



Poinciana West Community Dev. Dist. (P07800) - Service Report

Treatment Date	07/03/2019	Service Order No	0000030226	Arg No	1 (0)	1000002502	Technician	Pete Mantas	Primary Licensee Name	Pete Mantas	Applicator ID	JE175591	Primary License No	JE175591	Customer Address	Cypress Pkwy. and Solvita Blvd.	Customer City	Poinciana	Customer State	FL	Customer Zip	34759
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Job Instructions: Payer

TREAT POND 5, 6 and 9 WITH ABATE 5% PELLETS AT 8 LBS/ACRE. USE 1 JUG (22 LBS) FOR PONDS 5 AND 9. USE 8 LBS ON POND 6.

Precipitation	Cloud Cover %	Wind Velocity	Wind Direction	Temperature	On The Job Minutes	Job Start	Job End	Job Status	Service Kit
Clouds		1-10 MPH	SouthWest	92	99	07/03/2019 11:45 AM	07/03/2019 13:50 PM	Complete	KIS1769 - Midge BP Abate Pellets

Site ID	Latitude	Longitude	Treated Acreage	Chemical	Used Quantity	Dosage Rate	Actual Dosage Rate	Treatment Site Time	Units Treated	Action Threshold	Adverse Effects Check
001-0001	28.1212	-81.4981	2.835	SV11005 - ABATE 5% PELLETS RESALE 44LB EPA #: 8329-15	22.000 lbs	3.45 lbs	0.000		2.83454 acres	Habitat Conditions	Yes
001-0002	28.1305	-81.4956	3.218	SV11005 - ABATE 5% PELLETS RESALE 44LB EPA #: 8329-15	22.000 lbs	3.45 lbs	0.000		3.21808 acres	Habitat Conditions	Yes
001-0006	28.1244	-81.4976	1.023	SV11005 - ABATE 5% PELLETS RESALE 44LB EPA #: 8329-15	7.000 lbs	1.10 lbs	0.000		1.02323 acres	Habitat Conditions	Yes

Clarke  
3036 Michigan Avenue  
Kissimmee, FL 34744  
(800) 443-2034



Poinciana West Community Dev. Dist. (P07800) - Service Report

Treatment Date	Service Order No	Asgmt	Arg No	Technician	Primary Licensee Name	Primary License No	Primary License Name	Customer Address	Customer City	Customer State	Customer Zip
08/12/2019	0000030227	1 (0)	1000002502	Pete Mantas	Pete Mantas	Applicator ID	JE175591	Cypress Pkwy. and Solivita Blvd.	Polinciana	FL	34759

Job Instructions	Comments	Payer
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TREAT POND 5, 6 and 9 WITH ABATE 5% PELLETS AT 8 LBS/ACRE. USE 1 JUG (22 LBS) FOR PONDS 5 AND 9. USE 8 LBS ON POND 6.

Precipitation	Cloud Cover %	Wind Velocity	Wind Direction	Temperature	On The Job Minutes	Job Timestamp Start	Job Timestamp End	Job Status	Service Kit
		1-10 MPH	West	92	60	08/12/2019 15:44 PM	08/12/2019 15:44 PM	Complete	KIS1769 - Midge BP Abate Pellets

Site ID	Latitude	Longitude	Treated Acreage	Chemical	Used Quantity	Dosage Rate	Actual Dosage Rate	Treatment Site Time	Units Treated	Action Threshold	Adverse Effects Check
001-0001	28.1212	-81.4981	2.835	SV11005 - ABATE 5% PELLETS RESALE - 44LB EPA #: 8329-15	22,000 lbs	3.38 lbs	0.000		2.83454 acres	Habitat Conditions	Yes
001-0002	28.1305	-81.4956	3.218	SV11005 - ABATE 5% PELLETS RESALE - 44LB EPA #: 8329-15	22,000 lbs	3.38 lbs	0.000		3.21808 acres	Habitat Conditions	Yes
001-0006	28.1244	-81.4976	1.023	SV11005 - ABATE 5% PELLETS RESALE - 44LB EPA #: 8329-15	8,000 lbs	1.23 lbs	0.000		1.02323 acres	Habitat Conditions	Yes

Clarke  
3036 Michigan Avenue  
Kissimmee, FL 34744  
(800) 443-2034





Poinciana West Community Dev. Dist. (P07800) - Service Report

Treatment Date	Service Order No	Asgmt	Arg No	Technician	Primary Licensee Name	Primary License No	Customer Address	Customer City	Customer State	Customer Zip
09/19/2019	0000030228	1 (0)	1000002502	Pete Mantas	Pete Mantas	Applicator ID	Cypress Pkwy. and Solivita Blvd.	Poinciana	FL	34759

Job Instructions: Payer

TREAT POND 5, 6 and 9 WITH ABATE 5% PELLETS AT 8 LBS/ACRE. USE 1 JUG (22 LBS) FOR PONDS 5 AND 9. USE 8 LBS ON POND 6.

Precipitation	Cloud Cover %	Wind Velocity	Wind Direction	Temperature	On The Job Minutes	Treatment Site Time	Actual Dosage Rate	Used Quantity	Dosage Rate	Job Timestamp Start	Job Timestamp End	Job Status	Service Kit
Clear		1-10 MPH	NorthWest	84	1	09/19/2019 15:48 PM	0.000	22.000 lbs	3.38 lbs	09/19/2019 15:48 PM	09/19/2019 15:48 PM	Complete	KIS1769 - Midge BP Abate Pellets

Site ID	Latitude	Longitude	Treated Acreage	Chemical	Used Quantity	Dosage Rate	Actual Dosage Rate	Treatment Site Time	Units Treated	Action Threshold	Adverse Effects Check
001-0001	28.1212	-81.4981	2.835	SV11005 - ABATE 5% PELLETS RESALE 44LB EPA #: 8329-15	22.000 lbs	3.38 lbs	0.000		2.83454 acres	Habitat Conditions	Yes
001-0002	28.1305	-81.4956	3.218	SV11005 - ABATE 5% PELLETS RESALE 44LB EPA #: 8329-15	22.000 lbs	3.38 lbs	0.000		3.21808 acres	Habitat Conditions	Yes
001-0006	28.1244	-81.4976	1.023	SV11005 - ABATE 5% PELLETS RESALE 44LB EPA #: 8329-15	8.000 lbs	1.23 lbs	0.000		1.02323 acres	Habitat Conditions	Yes

Clarke  
3036 Michigan Avenue  
Kissimmee, FL 34744  
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Poinciana West Community Dev. Dist. (P07800) - Service Report

Treatment Date	Service Order No	Asgmt	Arg No	Technician	Primary Licensee Name	Primary License No	Customer Address	Customer City	Customer State	Customer Zip
11/18/2019	0000030229	1 (0)	1000002502	Pete Mantas	Pete Mantas	Applicator ID	Cypress Pkwy. and Solivita Blvd.	Poinciana	FL	34759

Job Instructions: Payer

TREAT POND 5, 6 and 9 WITH ABATE 5% PELLETS AT 8 LBS/ACRE. USE 1 JUG (22 LBS) FOR PONDS 5 AND 9. USE 8 LBS ON POND 6.

Precipitation	Cloud Cover %	Wind Velocity	Wind Direction	Temperature	On The Job Minutes	Job Timestamp Start	Job Timestamp End	Job Status	Service Kit
Clouds		1-10 MPH	SouthWest	68	74	11/18/2019 10:51 AM	11/18/2019 10:51 AM	Complete	KIS1769 - Midge BP Abate Pellets

Site ID	Latitude	Longitude	Treated Acreage	Chemical	Used Quantity	Dosage Rate	Actual Dosage Rate	Treatment Site Time	Units Treated	Action Threshold	Adverse Effects Check
001-0001	28.1212	-81.4981	2.835	SV11005 - ABATE 5% PELLETS RESALE 44LB EPA #: 8329-15	22.000 lbs	3.38 lbs	0.000		2.83454 acres	Habitat Conditions	Yes
001-0002	28.1305	-81.4956	3.218	SV11005 - ABATE 5% PELLETS RESALE 44LB EPA #: 8329-15	22.000 lbs	3.38 lbs	0.000		3.21808 acres	Habitat Conditions	Yes
001-0006	28.1244	-81.4976	1.023	SV11005 - ABATE 5% PELLETS RESALE 44LB EPA #: 8329-15	8.000 lbs	1.23 lbs	0.000		1.02323 acres	Habitat Conditions	Yes

Clarke  
3036 Michigan Avenue  
Kissimmee, FL 34744  
(800) 443-2034

## SECTION 2

Customer Complaint Log Poinciana West CDD

Date	Resident	Address	Pond	Contact	Complaint	Assigned To	Resolution	Date Resolved
9/16/19	Laura Marlow	927 Ladera Ranch Road	P-15	518-524-0837	Algae and trash in pond	Clayton Smith	Sprayed	9/25/19
9/23/19	Laura Marlow	927 Ladera Ranch Road	P-15	518-524-0837	Algae in pond	Clayton Smith	Sprayed	9/25/19
9/24/19	Lillian Porciello	Not given	P-15	863-313-3108	Algae in pond	Clayton Smith	Sprayed	9/25/19
9/25/19	Ronald Woodsen	594 San Joaquin Road	P-22	863-496-7295	Midges and algae in pond	Clayton Smith	Sprayed	10/1/19
10/1/19	Laura Marlow	927 Ladera Ranch Road	P-15	518-524-0837	Algae and trash in pond	Clayton Smith	Sprayed	9/25/19
10/3/19	John Pelka	844 San Raphael Street	P-8	615-481-6035	Algae in pond	Clayton Smith	Sprayed	10/2/19
10/7/19	Laura Marlow	927 Ladera Ranch Road	P-15	518-524-0837	Trash in pond	Clayton Smith	Picked up	10/9/19
10/14/19	Elizabeth Weiss	443 Indian Wells	P-1	863-427-9672	Excessive grass	Clayton Smith	Sprayed	10/17/19
10/14/19	Charley Gillispie	201 Half Moon Bay Court	P-8	219-801-0496	Algae in pond	Clayton Smith	Sprayed	10/17/19
10/16/19	Susan Saltman	644 San Raphael Street	P-8	863-496-0485	Algae in pond, odor	Clayton Smith	Sprayed	10/17/19
10/16/19	Don Rimdzius	764 San Raphael Street	P-8	630-853-7966	Algae in pond, odor	Clayton Smith	Sprayed	10/17/19
10/16/19	Diane Covell	702 San Raphael Street	P-8	609-414-9205	Algae in pond, odor	Clayton Smith	Sprayed	10/17/19
10/16/19	Brenda Roy	125 Rancho Mirage Drive	P-8	615-681-3805	Algae in pond, odor	Clayton Smith	Sprayed	10/17/19
10/24/19	Laura Bynum	848 Pacific Ridge Road	P-5	lnb@num@icloud.com	Mosquitos	Clayton Smith	Contacted County	10/24/19