

*Poinciana West
Community Development District*

Agenda Package

March 19, 2025

AGENDA

Poinciana West

Community Development District

3 of 173

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

March 12, 2025

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

Dear Board Members:

The Board of Supervisors of Poinciana West Community Development District will meet **Wednesday, March 19, 2025 at 9:30 AM at the Gator Room, 385 Village Drive, Poinciana, Florida.**

Zoom Information for Members of the Public:

Link: <https://us06web.zoom.us/j/89503079954>

Dial-in Number: (646) 876-9923

Meeting ID: 895 0307 9954

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. Review of Letter(s) of Interest/Resume(s) for Vacancies
 - B. Appointment of Individuals
 - C. Administration of Oath of Office to Newly Elected Supervisor
 - D. Election of Officers
 - E. Consideration of Resolution 2025-02 Electing Officers
5. Approval of Minutes of the January 15, 2025 Board of Supervisors Meeting
6. Review of Pond 19A Damages Memorandum
 - A. Timeline of Events
 - B. De-watering Permit
 - C. Engineer's Report
 - D. Certified Mail to Taylor Morrison et. al.
 - E. Status of Repair Proposals
7. Consideration of Non-Ad Valorem Agreement with Polk County Property Appraiser
8. Consideration of Agreement for Professional Engineering Services with Rayl Engineering
9. Consideration of Resolution 2025-03 Approving Proposed Fiscal Year 2026 Budget and Setting a Public Hearing
10. Review of Stormwater Pond Educational Handout
11. Review of Drain Installation Application
12. Presentation of Draft Financial Audit Report for Fiscal Year 2024
13. Staff Reports
 - A. Attorney

- B. Engineer
- C. District Manager
 - i. Check Register
 - ii. Financials
- D. Field Manager's Report
 - i. Field Manager's Report
 - ii. Pond Maintenance Report
 - iii. Midge Management Report
 - iv. Customer Complaint Log
 - v. Consideration of Installation of "Beware of Wildlife" Signs near Ponds 19A and 19B
- 10. Supervisor's Requests
- 11. General Audience Comments
- 12. Other Business
- 13. Next Meeting Date- **May 21, 2025: The Gator Room**
- 14. Adjournment

Sincerely,

Tricia L. Adams

District Manager

SECTION IV

SECTION A

Poinciana West CDD Board of Directors

Feb 5,2025

To Whom it May Concern,

My name is Keith Laytham. I am 77 years old and a citizen of the United States. I have lived at 484 Indian Wells Ave 34759 in Solivita since 2008. I am interested in joining the Board of Directors for the Poinciana West CDD.

Attached is my resume.

I have been active in volunteer activities to make Poinciana a Better Place to live since moving here in 2008. Our group PRFSC (www.prfsc.org) has been involved working with the State of Florida and both Polk and Osceola Counties to bring improvements to Poinciana since 2010. Projects that our group lobbied to bring to Poinciana include the Village 7 Community Park with Polk County, Valencia College Poinciana Campus, Sunrail Service to Poinciana and Poinciana Parkway.

My involvement with New Dimensions HS first as a member of the Board of Directors and more recently as Chairman have resulted in bringing the kids into Solivita for concerts and volunteer events. Our kids have worked with Keep Polk County Beautiful to perform Poinciana road cleanups for many years.

My interest in joining the Board of Directors for Poinciana West CDD is to maintain the infrastructure of the Poinciana West CDD District and to share my experience working with Polk and Osceola County governments for the betterment of Solivita.

Keith C. Laytham

484 Indian Wells Ave

Poinciana FL 34759

Home Phone 863 496 1884

Cell 561 236 4090

K.Laytham@att.net

Keith Laytham Resume Feb 2025

Bachelor Science Mathematics Randolph Macon College 1969

IBM Corp 1969 – 2001

Retired from IBM 2001

Moved from Wellington Fl to Solivita April 2008

Founded and President PRFSC Poinciana Civic Group 2010 www.Prpsc.org

Joined New Dimensions High School Charter School Board of Directors 2017

President NDHS Board of Directors 2022 – Present

Moderator NextDoor Social Media 2022 - Present

SECTION E

RESOLUTION 2025-02

**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. George Flint is elected Secretary.

Section 4. _____ is elected Assistant Secretary.

Tricia Adams is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

Section 5. Jill Burns is elected Treasurer.

Section 6. Patti Powers is elected Assistant Treasurer.

Section 7. Katie Costa is elected Assistant Treasurer.

Section 8. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of March, 2025.

ATTEST:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MINUTES

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

The regular meeting of the Board of Supervisors of the Poinciana West Community Development District was held on Wednesday, **January 15, 2025** at 9:30 a.m. via Zoom Communication Media Technology and in The Gator Room, 385 Village Drive, Poinciana, Florida.

Present and constituting a quorum were:

Peggy Gregory	Chair
Roy LaRue	Vice Chairman
Dr. Maneck Master	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Scott Clark <i>by Zoom</i>	District Counsel
Joel Blanco	GMS Field Staff
Cherrief Jackson	Clarke Midge Control
Residents	

The following is a summary of the discussions and actions taken at the January 15, 2025 Poinciana West Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order and called the roll at 9:31 a.m. A quorum was present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment Period on Agenda Items

There being no comments, the next item followed.

FOURTH ORDER OF BUSINESS**Organizational Matters**

- A. Review of Letter(s) of Interest/ Resume(s) for Vacancies in Seats 2 & 5**
- B. Appointment of Individuals to Fulfill Seats 2 & 5**
- C. Administration of Oath of Office to Newly Elected Supervisor**
- D. Election of Officers**
- E. Consideration of Resolution 2025-02 Electing Officers**

Ms. Adams reported that as a result of Board vacancies in Seats 2 and 5, the Board directed District management staff to send out a recruitment notice for potential qualified electors. A qualified elector must be at least 18 years of age, a citizen of the United States and the State of Florida, live within the Poinciana West CDD boundaries and registered to vote with the Polk County Supervisor of Elections. As a result of the electronic mail messaging system that advised of the opportunity, one resume was received in December from Mr. Len Kirschbrown, who was in attendance. Mr. LaRue questioned how long Mr. Kirschbrown lived in Solivita. Mr. Kirschbrown indicated that he purchased his home in 2010, became a permanent resident in 2012, was President of the Tennis Association, currently served on the Landscape and Infrastructure Committees and had an engineering background, working for Duke Energy for 32 years. During his career, he was involved with catch basins, piping and pumping and felt that he would be a good fit for the Board, from a mechanical side, as he performed inspections. In response to Ms. Gregory and Mr. LaRue's questions, he was not a licensed engineer and his current job activities did not preclude him from attending CDD meetings. Ms. Adams confirmed that there was no inherent conflict with Mr. Kirschbrown serving on HOA committees, but anyone appointed to the Board, would be subject to the Sunshine Law. Ms. Gregory voiced concern about two Board Members being in attendance at an HOA meeting. Mr. Clark advised that it was not uncommon for HOA members to be on CDD Boards, but they must avoid any interaction on the HOA side, if there were issues involving the CDD. They could sit and listen to the discussion at the HOA meeting but avoid participation.

Ms. Adams recalled that the two Board vacancies, were a result of no one qualifying through the general election process, for terms starting in 2024 and expiring in November of 2028. Dr. Master questioned why Mr. Kirschbrown wanted to be on the CDD Board. Mr. Kirschbrown indicated that he wanted to learn more about the CDD and indicated the CDD had a bad reputation. Dr. Master did not think of it as a bad or good reputation, as it was more about perceiving the CDD as an added cost that residents must incur on their Tax Bills, as when the builder created the CDD, it left the burden of building the infrastructure in the community, on

future residents. Mr. Kirschbrown believed that residents were also paying additional fees to have the CDD, as there were contracts for landscaping, attorney and engineering. Dr. Master pointed out that there was a great deal of engineering work to be completed and whether it was split into three pieces or two, the total amount was not going to be different. Mr. Kirschbrown questioned why the CDD was hiring an engineering firm. Dr. Master explained that the builder had not turned everything over yet. Mr. LaRue pointed out that one of the main activities of the CDD, was not just maintaining ponds, but to issue bonds to support all of the infrastructure, because without a CDD, the builder must bear the cost. Mr. Kirschbrown questioned how the CDD verified that the bond money was spent. Ms. Adams explained that before a bond is issued, there is an Engineer's Report from a certified engineer that identifies the eligible improvements. The costs for those improvements inform the bond sizing and issuance. Before the bond funds can be requisitioned, an engineer certifies the expense is for eligible improvements. Regarding the vacancies, the Board was not required to make a decision today. There was Board consensus to defer the appointment of a Supervisor, in order for staff to issue an additional recruitment notice and consider other candidates.

FIFTH ORDER OF BUSINESS**Approval of Minutes of the November 20, 2024 Audit Committee & Board of Supervisors Meeting**

Ms. Adams presented the draft minutes of the November 20, 2024 Audit Committee and Board of Supervisors Meetings, which were included in the agenda package and reviewed by District Management staff and District Counsel. Corrections were provided by Ms. Gregory, which would be incorporated. Mr. LaRue requested a copy of the application form for a French drain to be included in the next agenda. Ms. Gregory asked if Mr. Clark was working on the License Agreement for the security fence on Pond P-16. Mr. Clark confirmed that he prepared a form of the agreement and forwarded it to the District Manager. Dr. Master questioned whether there was a deadline for the fence installation. Ms. Adams explained that the License Agreement provided permission for the HOA to install and maintain the fence, but there was no deadline for the installation, but at Dr. Master's request, Ms. Adams would find out the status. Ms. Gregory pointed out on Page 12, TM did want to turn over the facilities for free and wanted the HOA and not the CDD, to pay them \$26 million without an appraisal. Dr. Master questioned how the HOA would pay for something like this, since they could not issue bonds. Ms. Adams confirmed that

the HOA had not requested any information nor have had any discussion with the CDD regarding any potential purchase of amenities. Mr. LaRue requested that the statement, “*When this was first contemplated six years ago, the appraisal for these facilities were worth \$21 million and now they were worth \$26 million,*” be stricken.

On MOTION by Dr. Master seconded by Ms. Gregory with all in favor the Minutes of the November 20, 2024 Audit Committee & Board of Supervisors Meeting were approved as amended.

SIXTH ORDER OF BUSINESS

Ratification of Audit Engagement Letter with Grau & Associates

Ms. Adams recalled that Grau & Associates (Grau) was ranked as the number one audit firm by the Audit Committee. In order for them to start on the Fiscal Year 2024 audit, their audit engagement letter, was prepared in accordance with the Audit Agreement. The engagement letter must be ratified by the Board, as it was executed by the Chair.

On MOTION by Mr. LaRue seconded by Dr. Master with all in favor approval of the Engagement Letter with Grau & Associates to provide auditing services for Fiscal Year 2024 in the amount of \$3,400 was ratified.

SEVENTH ORDER OF BUSINESS

Consideration of Data Sharing and Usage Agreement with Polk County Property Appraiser

Ms. Adams presented a Data Sharing and Usage Agreement between the District and the Polk County Property Appraiser, which was included in the agenda package. The agreement provides standards for public records disclosure for exempt information. It was an annual agreement that would be in effect from January 1, 2025 through December 31, 2025 and staff recommended approval. It was substantially the same as what was approved last year, but there was a newly elected Property Appraiser who signed for the County.

On MOTION by Mr. LaRue seconded by Dr. Master with all in favor the Polk County Property Appraiser Data Sharing and Usage Agreement was approved.

EIGHTH ORDER OF BUSINESS

Review of Proposals for Professional Engineering Services

A. Dewberry Engineers, Inc.

B. Rayl Engineering & Surveying, LLC

Ms. Adams recalled that the District Engineer provided a letter of resignation but was serving on a month-to-month basis, at the pleasure of the Board. The Board directed staff to submit a Request for Qualifications (RFQ) for engineering services and as a result, two proposals were received, which were presented to the Board in November. One proposal was from Dewberry Engineers, Inc. (Dewberry) and the other from Rayl Engineering & Surveying, LLC. (Rayl). The Board reviewed the proposals at the November meeting and requested their current fee schedules, which were including along with the proposals in the agenda package. Mr. Clark explained that in an RFQ, prices were not submitted and the selection was based on experience. However, there was an exception when engineering expenses were expected to be \$35,000 or less, which the District falls into, which was why he was not opposed to the Board’s request for their hourly rates. Mr. LaRue selected Rayl, as Dewberry charged an hourly rate of \$320, compared to Rayl charging \$225 per hour. Ms. Gregory agreed, as they did not need a \$320 per hour engineer, since there was not much engineering work to be completed. Ms. Adams pointed out that Dewberry had a senior engineer that led the project and a junior engineer attend CDD meetings. Ms. Gregory recalled the agreement having a 30-day termination provision. Ms. Adams noted that Rayl was the District Engineer for Lake Ashton, which was a similar environment as Solivita. Mr. LaRue asked if the engineering documents were retained at GMS. Ms. Adams confirmed that there were some documents that Ms. Leo and her team could access but would request records that were not through public portals. Ms. Gregory recalled that the last complete inspection Ms. Leo performed of all ponds was in May or June and would not need immediate service, unless there was an issue with a weir or water seeping out of a pond.

On MOTION by Ms. Gregory seconded by Mr. LaRue with all in favor selecting Rayl Engineering & Surveying as the number one firm to provide professional engineering services and authorization for District Counsel to prepare the form of agreement was approved.

Mr. LaRue requested that Rayl attend meetings in-person. Ms. Adams would request that they attend the first meeting in person. Ms. Gregory was amenable to Rayl attending future

meetings by phone. Mr. LaRue questioned the lead engineer for Lake Ashton. Ms. Adams confirmed that it was Mr. Alan Rayl. Mr. Clark would prepare the form of agreement and provide to the District Manager the first part of next week.

NINTH ORDER OF BUSINESS

**Ratification of Proposal for Pond 19-A
Stormwater Pond Repair Inspection**

This item was discussed under the District Engineer’s Report.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Clark recalled discussion at last month’s meeting, regarding a loss of water in Pond 19-A. After the meeting, he spoke with the District Manager’s office, to understand all of the details involved and to develop a timeline of what occurred. In April of last year, field staff and residents noticed that the pond level was progressively getting lower. Mr. George Flint initiated conversations with Taylor Morrison (TM), due to some work that was occurring in the Westview South CDD and dewatering that occurred across Cypress Parkway, which lowered water levels. Mr. Flint requested a report and proposal from TM of what they were going to do about the lower water level. While waiting for the proposal, Junior Davis, the site contractor for Westview South, they did some cleanup work on the pond, due to the low water level, erosion and damaged sod, without notifying CDD staff, which was unacceptable. According to Junior Davis, the work was completed, but not to the satisfaction of the CDD. As a result, a proposal was requested from Ms. Leo, since she was familiar with the pond, to evaluate the repairs that were made and provide a report and recommendation for remediation work. Mr. Clark would then communicate with TM on what needed to be done and what professional or other expenses the CDD incurred, which they needed to reimburse the CDD for and the expectation that they would never do work on CDD property without permission. Ms. Gregory found it ironic that Mr. Clark and Ms. Adams had a timeline, as she requested, when this matter came to the Board’s attention, to put a specific timeline in writing on what was occurring on Pond 19-A, versus Mr. Flint going onto Pond 19-A and having conversations that the Board did not know about. She was tired of the fact that all residents paid for all fees, charges, everything, but staff could not inform the Board what was occurring, as a courtesy. Furthermore, Ms. Gregory reviewed the permit on the property that was recorded in January, to verify that the CDD owned the property and not TM.

Ms. Adams apologized for missing that Ms. Gregory requested a timeline, as it was completely her fault. After Mr. Clark requested a timeline, she prepared one, which she could provide to the Board. Mr. LaRue requested that it be included in the next agenda package but questioned what Mr. Flint was doing on Pond 19-A, without informing the Board. Ms. Adams confirmed that field staff and not Mr. Flint was performing routine inspections. The field staff informed the District Engineer in July, that the pond was lower than it should be. At that point, the District Engineer provided as-builds and maps to field staff, to look into this matter further. Field staff did so and on August 26th, field staff informed Ms. Adams that it appeared that the low water level was caused by dewatering that was occurring outside of the community. Ms. Adams then notified Mr. Flint, as she never encountered this situation and asked for a recommendation, as he worked with CDDs for decades and was familiar with the parties involved with the nearby project. Pictures and a map of the damages at Pond 19 were requested, which he then forwarded to TM on October 2nd. Ms. Gregory voiced frustration that Mr. Flint was informed immediately, but the Board was never told about it, until it was discussed in November. Ms. Adams pointed out that the Board was informed at their next meeting after the situation came to light. Mr. Clark clarified that in his review of the documents, there were some comments going back to April regarding the lower pond level, but it was the dry season when pond levels were expected to be low. However, in July when the water level continued to be low, after they were in the rainy season, field staff became alarmed, which resulted in field staff performing inspections, taking photos and were informed about a project under construction across Cypress Parkway, involved dewatering. It was intended that TM would present a proposal that would be considered by the Board at the November 20th meeting, to remediate the situation, but they did not provide it and instead, started doing the work without notifying anyone.

Resident Mary Ann Bull of 354 Vestrella Drive, who lived on Pond 19-A, clarified that not only was Pond 19-A was low, but Pond 19-B, across Solivita Boulevard, was also low, but not quite as drastically. Mr. Blanco pointed out that there was a conservation area that divided the pond. Ms. Bull noted that she lived on Pond 19-A for five years and noticed water levels receding two summers ago. When Mr. Blanco inspected it recently, he deemed that it was a drastic loss in water levels, as it was 15 feet below the normal level. There was a watermark on the weir and the current water line, was at the bottom of the weir. Mr. Blanco recalled in April, that the pond was low, but during that timeframe, many ponds were low. He made a note to

monitor it during the rainy season, but once Ms. Bull contacted her in the middle of summer, he measured the pond, as he expected it to rise, but it failed to do so. Mr. Blanco then researched to see what the issue was, by inspecting the pond periodically and speaking to the District Engineer, versus informing the Board. Mr. LaRue expected the Board to be informed if there was a problem, even if they did not have all of the details. Ms. Gregory understood what Mr. Blanco was trying to do but wanted to be notified immediately about a problem and that they were working on it. Dr. Master wanted further communication with the Board, so there was no confusion. Ms. Gregory asked if all 31 ponds owned by the District were checked twice per month. Mr. Blanco confirmed that it was manageable to inspect all 31 ponds twice per month, as it was not the size of the scope of the Poinciana CDD. Ms. Adams clarified that as soon as this issue was reported on July 29th, Mr. Blanco not only communicated with her, but he also communicated with Mr. Clayton Smith, the prior Field Manager.

There was Board consensus for Ms. Adams to provide a written timeline to the Board and in the future, staff inform the Board of any issues. Mr. LaRue asked if the community across the street had a permit to dewater the pond. Ms. Gregory indicated that she reviewed 65 pages of permits and if they were for dewatering, they were marked, but according to Mr. Clark, there was not a specific dewatering permit. Mr. Clark would verify this with Ms. Leo. Dr. Master asked if there were legal ramifications, if TM did not have the right to dewater. Ms. Gregory confirmed that the CDD would receive reimbursement of all funds spent, but suggested having staff contact Junior Davis to request a copy of their permits. Mr. Clark pointed out that he contacted the attorney for TM to request this information, but at Mr. LaRue's request, would request a copy of their dewatering permit and provide to the Board at the next meeting.

<p>On MOTION by Mr. LaRue seconded by Dr. Master with all in favor the approval of a proposal from GAI for an inspection of the work that Taylor Morrison completed on Pond 19A in the amount of \$1,500 was ratified.</p>
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Ms. Bull reported that two people were working on the Pond 19-A weir yesterday. Ms. Gregory noticed it as well and requested an update from Mr. Blanco, as there was a proposal to patch the seam on the 19-A weir box. Mr. Blanco confirmed that the work was completed yesterday. Ms. Gregory voiced concern with not being informed that people were walking on the

weir with shovels and after some phone calls, she was informed that GMS staff was doing work. Ms. Gregory did not want this work to interfere with the \$1,500 that they were paying Ms. Leo to perform a complete inspection. Mr. Blanco was asked by Ms. Bull whether the weir box had anything to do with the dewatering and he informed her that it did not. According to Mr. Smith, if a weir box was leaking from the seam, it had nothing to do with the dewatering, but agreed that it should have been left unattended until after the inspection, which was scheduled for today. Mr. Blanco pointed out that the proposal was approved at the November meeting, he requested the work to be done prior to this meeting, which included removing some vegetation. Ms. Bull noted there were tree weeds in the pond, which Floralawn was removing, but asked why they were throwing the dead material into the pond. Ms. Gregory was informed that they were laying the material next to the pond and coming back out with a wagon to remove the sticks and relocating it to the conservation area. Mr. LaRue requested that staff work with Floralawn to remove the trees from the pond, as this was unacceptable. Mr. Blanco would speak to Floralawn.

B. Engineer

There being no comments, the next item followed.

C. District Manager

i. Approval of Check Register

Ms. Adams presented the Check Register for September 1, 2024 through December 31, 2024 in the amount of 928,913.18, which included the detailed invoices and Check Run Summary. There was a large payment from the transfer of tax receipts to the Trustee, in the amount of \$666,908. Ms. Gregory pointed out that there were many credits and subtractions. Ms. Adams explained that there were some voids. Mr. LaRue asked if GMS was going to offer direct deposit, so there were no check issues. Ms. Adams was not aware of any plans, but would verify this; however, there were fraud protection services on the bank account. Ms. Gregory recalled a request that she made yesterday, for six months' worth of bank statements that she had not received, to see what the monthly charge for fraud alert was. She further wanted GMS to consider using ACH, versus writing six checks per month, as it takes three and a half minutes for it to go through ACH. Dr. Master agreed, as it was ridiculous for people not to use ACH. Ms. Adams would forward the bank statements and see if GMS could offer ACH.

On MOTION by Dr. Master seconded by Mr. LaRue with all in favor the Check Register as stated above was approved.

ii. Financials

Ms. Adams presented the Unaudited Financials through the end of December 31, 2024, which were included in the agenda package. Ms. Gregory pointed out in July, there was a total investment balance of \$829,311, \$788,000 in November and \$719,000 in January. There was also a money market earning 5.15% and a 12-month CD with Bank United with a balance of \$151,481; however, she did not know if interest was accruing monthly or had a term of 12 months. In addition, there was a \$150,000 CD, that was supposed to mature at 4.5% on July 31, 2025; however, the investment summary showed the wrong interest rate. Ms. Adams would make this correction. Ms. Gregory further pointed out that there was currently a \$110,247.71 difference between the investment pool in between July and January and questioned whether this amount was included in the \$719,000. Ms. Adams explained that until tax revenues were received, the District was using surplus funds to pay bills, but as the funds were needed, they were moved back from the investment account. No Board action was required on the financials. Ms. Adams noted tax receipts were received in December and the District was well collected for this time of year. The Board did an excellent job of controlling expenses and the November payments for debt service that were due for interest, were made and there were some special calls.

D. Field Manager's Report

i. Field Manager's Report

ii. Pond Maintenance Report

Mr. Blanco presented the Field Manager and Pond Maintenance Reports, which were included in the agenda package. GMS staff continued to review ponds throughout the District. There was a significant drop in algae blooms in ponds throughout the District, especially frequent algae blooms in Ponds P-21 and P-22, but the blooms were containable. Ponds experiencing excessive edge grass overgrowth, were frequently sprayed and he asked the landscaping vendor, to mow several of the pond banks, to assist with the overgrowth containment. It was unknown if the spray treatments were effective, but some decreased in size,

with thinning and browning, which were all indicators that the treatment was taking effect, especially with Ponds P-8 and P-16.

- **Consideration of Proposal to Hydroraking of Pond 16** (*Item 10Dv*)

At the request of the Board, Mr. Blanco presented a proposal from Solitude for the hydroraking of Pond P-16, due to the excessive or constant overgrowth of edge grasses, in the amount of \$52,000. Ms. Gregory was not in favor of approving it, as she could hydrorake it for \$5,000. Mr. Blanco agreed that this amount was excessive for one pond. Ms. Adams pointed out that this was not a recommendation from staff. Mr. Blanco indicated that the alternative was to continue with their current treatment plan and allowing nature to take its course. Ms. Gregory agreed.

- **Pond Maintenance Report (Con't)**

Mr. Blanco reported that GMS staff reviewed all the landscaping areas throughout the District. While reviewing the ponds, the downed tree on the easement on Pond P-1, was removed by the landscaping vendor. The landscaping remained in satisfactory standards, with clean and tidy easements at the end of resident property lines and bank levels at appropriate height levels. The mowing had been more frequent during the dry season for the dry ponds, since there had been little to no rain and less sprinkler use. The dry pond on P-3 was scheduled for another round of mowing in the month of January. Pond P-1 could not be mowed, as it had several areas where there was some mud and the mower could get stuck. They were looking at alternatives to get the pond bank mowed, without using a big driving mower and to confirm that maintenance staff removed the vegetation in both of those outlets for P-1 and P-2, which was approved at the last meeting. Pond P-19 was discussed at length. Ms. Bull questioned what the next step was. Ms. Adams indicated that after the inspection, they would determine the next step. Mr. LaRue recalled that Mr. Blanco was going to work with the landscaper, to get this pond corrected. Mr. Blanco explained that the vegetation could produce algae and if there was any evidence of it, he would schedule a treatment for this pond. Ms. Bull recalled two treatments on this pond. Mr. Blanco confirmed that the treatments were for weeds, which ordinarily would decay in high water levels, but since water levels were low, Floralawn had to mow to clear it up. Ms. Bull asked if the sod should be removed. Mr. Blanco confirmed that it was dry Bahia, which looked brown in the dry season, but would turn green in the Spring rains when there was sufficient

water. Ms. Gregory preferred that it not be removed for now and that they wait for the inspection by the District Engineer and for the rains, because if it needed to be removed, it would be part of the legal process against TM. Mr. LaRue requested that it be part of Ms. Leo’s report, as to whether or not the grass should be removed. The November Aquatics Treatment Log was not included, because the notebook that the aquatics vendor was taking notes on, fell into a pond during a treatment. However, he had notes for the December report, which he would forward to the Board or include it in the March agenda package.

iii. Midge Management Report

iv. Customer Complaint Log

Mr. Blanco presented the Midge Management Reports and Customer Complaint Log, which were included in the agenda package. Mr. LaRue asked if there were any midge complaints. Ms. Gregory pointed out that it was too cold for midges. Mr. Blanco confirmed that there were no midge complaints.

v. Consideration of Proposal to Hydroraking of Pond 16

This item was discussed.

TENTH ORDER OF BUSINESS

Supervisor’s Requests

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

General Audience Comments

Mr. LaRue thanked Ms. Bull for attending this meeting. Ms. Bull was thankful that actions were being taken.

TWELFTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Next Meeting Date – March 19, 2024; The Gator Room

Ms. Adams reported that the next meeting was scheduled for March 19, 2025 at 9:30 a.m. in The Gator Room.

FOURTEENTH ORDER OF BUSINESS

Adjournment

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

Secretary / Assistant Secretary

Chair/Vice Chairman

SECTION VI

M E M O R A N D U M

From: Clark & Albaugh
To: Board of Supervisors
Poinciana West Community Development District
Date: March 19, 2025
Subject: Water Level Situation in Pond 19A

The intent of this Memorandum is to summarize the findings of staff related to the Pond 19A damage and to discuss actions taken and actions needing to be taken by the board.

During the board meeting on November 20, 2024, Staff reported to the Board certain events that had occurred at Pond 19A. A timeline of events was generated after that meeting and is attached here as Exhibit "A." In summary, the developer of Westview, a project directly across Cypress Parkway from Pond 19A, was in the process of doing sitework for the southernmost portion of the project, which it refers to as Pod B. The sitework involved a dewatering process used during the excavation of a large retention pond, and that dewatering affected the water levels of Pond 19A.

This Board directed staff and District Counsel to become involved in the process to determine the events that had transpired, to determine the scope of damage and any required corrective action and to ensure that the parties responsible reimburse the District for any costs or damages. This firm reviewed the timeline of facts with District Management. We reviewed the South Florida Water Management District ("SFWMD") GIS permitting portal to determine the existence of active projects in the immediate area of the District. The Westview project was identified as being most likely to have originated the problem. Westview is a Taylor Morrison project and is contained within a community development district known as Westview South CDD. Since this is a public entity, we reached out to the District Manager and District Counsel, both known by us, asked whether they were aware of the issue and made a request for public records. Both manager and counsel were unaware of the damage to Pond 19A. They did, however, provide requested records about the site work process, including the site work contract with all addenda and change orders. The district engineer requested a \$1500 cost deposit to research permits for the project. We declined this and were able to obtain permit information with minimal effort.

Contract documents reveal that Jr. Davis Construction Company, Inc. entered into a “Master Agreement for Land Development Services with Taylor Morrison of Florida, Inc. on March 28, 2022 for the Pod B site work, at a contract price of \$31,171,751.90. The contract has subsequently been amended and assigned, first to LT Westview, LLC, a Taylor Morrison subsidiary, and then to the Westview South Community Development District. The contract documents are available from this office if requested. The parties to the contact and their assigns are referred to as the “Contracting Entities.”

The site work in question was the subject of numerous local government permits, including those from SFWMD. The Board expressed concern at the January meeting over whether the appropriate dewatering permit was obtained. The dewatering was performed pursuant to Permit Number 49-02922-W, issued on June 28, 2023. A copy is attached as Exhibit “B” to this Memorandum. The permit contains a number of standard conditions that govern adverse effects on property outside of the project area. In our opinion, the contracting parties are liable for damages resulting from the dewatering activities.

As outlined in the timeline and in this firm’s correspondence to the Westview Contracting Parties, the contractor on the Westview project, Jr. Davis Construction Company, Inc. entered onto the Pond 19A property on or about December 2, 2024 and performed certain remedial work after being informed of the damage. The work occurred during ongoing discussions between the District Manager and Taylor Morrison and was conducted without prior notice or permission from the Board of Supervisors or District Staff.

Based upon the Staff and Board discussions, the District engaged GAI Consultants to evaluate the damage to Pond 19A and to assess the effects of the attempted corrective work performed in December, 2024. An inspection was conducted and a report with recommendations was delivered to the District. That report is attached as Exhibit “C.” After receiving the report, the District Manager began to solicit proposals for corrective action. Certain proposals have been submitted, but GAI Consultants has recommended that they be revised so that they meet the required scope of work as recommended.

This firm has prepared and delivered a letter to all of the Westview Contracting Parties stating the District’s position and expectations for the Pond 19A restoration. This letter has been received by all of the parties and we await their responses. A copy is attached as Exhibit “D.”

Exhibit "A"

Timeline of Events

July 29, 2024 Field Management notified District Engineer Pond P19A has a low water level based on site review July 26, 2024. Photographs were provided. Staff discussion ensued regarding photographs, nearby ponds and the timeline for the low water level. DE provided as built and guidance for further field management review.

August 26, 2024 Field staff followed up with the District Engineer to advise of conditions and to advise that nearby residents reported the pond started to lower in April when Taylor Morrison started construction at a community across from Solivita. Kathy explained that although the ponds are not connected, the water table can be drawn down to the extent is other ponds in the area can have water levels drop.

August 27, 2024 George Flint advised he would contact the developer and requested photographs and map of erosion.

October 2, 2024 Field staff provided map and photographs to George Flint. George Flint provided information to Taylor Morrison representative Josh Kalin regarding repair PWCCD pond 19A that occurred due to dewatering at the Westview Project.

October 11 TM sent George a message that they are discussing approval of remedial work at Solivita

October 17, 2024 follow up e mail to TM from field staff regarding status.

October 22, 2024 follow up message to TM from George Flint regarding status.

October 31, 2024 George called Josh. TM indicated they had a vendor assess the locations and were gathering a proposal for the work.

November 12, 2024 George spoke to Josh who indicated they are still waiting for a proposal.

November 20 the matter was reported to the PWBOS who asked Counsel to put TM on notice.

December 4 Field staff notified Peggy Gregory repair was in process

December 5 Josh sent George message work should be completed by December 6

December 18 - DM staff reached out to Peggy to authorize engineer's inspection of repairs



Exhibit "B"

APPLICATION NO: 221129-10

PERMIT NUMBER: 49-02922-W

DATE ISSUED: June 28, 2023

EXPIRATION DATE: June 28, 2026

PERMITTEE: L T WESTVIEW, LLC
2600 LUCIAN DRIVE
MAITLAND, FL 32751

PROJECT NAME: WESTVIEW POD B

PROJECT LOCATION: Osceola County, S10,3,4,9/T27S/R28E

PROJECT DESCRIPTION/AUTHORIZING:

Dewatering of the water table aquifer to facilitate the installation of thirty-five stormwater ponds and utilities for the project known as Westview Pod B.

This is to notify you of South Florida Water Management District's (District) agency action concerning Permit Application Number 221129-10, received November 29, 2022. This action is taken pursuant to Chapter 373, Part II, Florida Statutes (F.S.), Rule 40E-1.603 and Chapter 40E-2, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a Water Use Individual Permit is in effect for this project subject to:

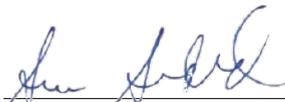
1. Not receiving a filed request for an administrative hearing pursuant to Section 120.57, F.S. and Section 120.569, F.S., or a request for a judicial review pursuant to Section 120.68, F.S.
2. The attached 35 permit conditions.
3. The attached 7 exhibits.

By acceptance and utilization of the water authorized under this permit, the Permittee agrees to hold and save the District and its successors harmless from any and all damages, claims or liabilities that may arise by reason of the construction, maintenance or use of activities authorized by this permit. Should you object to the permit, please refer to the attached "Notice of Rights" that addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition or request, please provide written objections, petitions, requests and/or waivers to: Office of the District Clerk, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406, or by email to clerk@sfwmd.gov.

CERTIFICATION OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 28th day of June, 2023, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY:



Simon Sunderland, P.G.
Bureau Chief
Water Use Bureau

SPECIAL PERMIT CONDITIONS

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1. This permit is issued to:
L T Westview, LLC
2600 Lucian Dr.
Maitland, FL 32751
2. This permit shall expire on June 28, 2026.
3. Use classification is:

Dewatering
4. Source classification is:

Surface Water from:
Water Table aquifer
5. Pursuant to Subsection 2.3.2.B.2 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District, neither maximum monthly nor annual allocation volumes are specified.
6. Withdrawal facilities:

Surface Water - Proposed:

1 - 4" x 20 HP X 900 GPM Hydraulic Pump
1 - 6" x 40 HP X 1500 GPM Hydraulic Pump
2 - 12" x 160 HP X 7200 GPM Hydraulic Pumps
2 - 8" x 55 HP X 2500 GPM Hydraulic Pumps
7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.
8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.
9. The excavation shall be constructed using sound engineering practices. If the excavation or dewatering activities endanger the properties of adjacent owners (through erosion, side wall collapse, flooding, etc.), the Permittee shall cease operations until a method to prevent such occurrences is found and instituted. The Permittee shall be responsible for finding and instituting methods to stop such occurrences.

10. The Permittee shall immediately cease dewatering when continued dewatering would create a condition hazardous to the health, safety, and general welfare of the people of the District.
11. The Permittee shall be responsible for clearing shoaling, if the Permittee's dewatering operation creates shoaling in adjacent water bodies.
12. The Permittee shall conduct dewatering activities in adherence to the following operating plan:

The dewatering activities shall be conducted in accordance with the plans in Exhibit 5 of Application 221129-10. Dewatering effluent shall be routed on-site to retention areas, previously constructed ponds, and recharge trenches adjacent to wetlands. If exceptional storm conditions occur that exceed the capacity of the dewatering effluent disposal systems, the Permittee is required to cease dewatering operations until adequate storage is available to contain all dewatering discharge.
13. The Permittee shall not lower the water table below the following depths:

37 feet NAVD (approximately 32 feet below land surface)
14. All dewatering water shall be retained on the Permittee's land. Off-site discharge of the dewatering effluent is not authorized.
15. The Permittee shall record daily withdrawals for each dewatering pump. This recorded information shall be maintained on-site and provided to District staff upon request.
16. A copy of the permit, its conditions, and dewatering plan is required to be kept on site at all times during dewatering operations by the lead contractor or site manager.
17. The Permittee shall construct the proposed recharge trenches prior to dewatering and maintain water levels during active dewatering operations within one foot below land surface. Obstructions and sediments within the recharge trenches shall be removed to maintain the effectiveness of the recharge trenches.
18. Within 30 days of completion of the dewatering operation, all dewatering facilities (such as impoundments, conveyances, and recharge trenches) shall be filled and regraded to ground elevation or to otherwise comply with the Environmental Resource Permit.
19. At least 72 hours prior to initial dewatering, the Permittee shall contact the District to allow for a site visit to verify:
 - a. The location and design of the recharge trenches and on-site retention areas where dewatering water will be retained;

- b. The location of monitoring facilities; and,
- c. Other site-specific issues related to the protection of the resource or other existing legal users.

Failure of the Permittee, or the Permittee's representative, to notify the District before dewatering commences will result in enforcement action. If necessary, the District shall conduct a site visit.

Notification of commencement of dewatering can be made by contacting: wucompliance@sfwmd.gov

20. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) or Surface Water (Pump or Culvert) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) at least 30 days prior to a change in any facility status (e.g. installation, relocation, abandonment) to include all specifications of the well, pump or culvert (e.g. actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters, culvert type, length, cross-section, diameter, height, width, invert elevation, control device, and water use accounting method).
21. This permit is issued concurrently with the required construction Environmental Resource Permit (ERP) or Surface Water Management Permit (SWMP). No use of water shall commence until final action has been taken on the concurrent ERP or SWMP application. Should the ERP or SWMP for this project not be obtained, or obtained and subsequently revoked or otherwise modified, this permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S., in accordance with Standard Permit Condition 8.
22. The Permittee shall submit an Annual Dewatering Project Status Report, which shall, at a minimum, include a summary of the project's completed phases, an updated estimated project schedule/timeline for all remaining phases, and any anticipated changes to the original approved dewatering plans.

Reports shall be due to the District on a yearly basis and are due by December 31st of each year.

23. This project is located in the Central Florida Water Initiative (CFWI) area, an area with on-going impacts to water resources which are being addressed by the CFWI. If the District determines that adverse impacts to water resources or existing legal users are occurring or are projected to occur because of the Permittee's authorized withdrawals over the permit duration, the District, upon reasonable notice to the permittee and including a statement of facts upon which the District based its determination, may modify quantities permitted or other conditions of the permit, as appropriate, to address the impact, but only after an opportunity for the permittee to resolve or mitigate the impact or to request a hearing. Such modification, if any, will consider such factors as the permittee's relative contribution to the water resource impact being addressed due to groundwater withdrawals, the timing of this permit issuance compared to presently existing legal use of water, and other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Modifications may include mitigation of impacts and / or reconsideration of allocations or

requirements to timely implement required actions that are consistent with the long-term, regional water supply solutions as implemented by rules. Such actions may include the development of alternative water supplies, the implementation of water resource and / or water supply development projects, the application of impact offsets or substitution credits, operating plans, heightened water conservation or other appropriate actions. Nothing in this condition is intended to abrogate the rights of the Governing Board or of any other person under Section 373.233, F.S.

24. The Central Florida Water Initiative documented existing water resource environmental impacts within its boundaries. This Initiative remains underway and is, in part, crafting long-term water supply solutions for the region. As a component of immediate, interim measures the permittee is encouraged to participate in the District's on-going, heightened water conservation public education program. Given the permittee's use class, opportunities may include such activities as participation in water conservation public service announcements, demonstrations of irrigation efficiency at community gardens, posting water conservation information or links on the permittee's website. Please contact conservation@sfwmd.gov to discuss opportunities for participation in this important District effort.

STANDARD PERMIT CONDITIONS

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1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.
5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that

could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.
9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

B. Reduction in water levels that harm the hydroperiod of wetlands,

C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

D. Harmful movement of contaminants in violation of state water quality standards, or

E. Harm to the natural system including damage to habitat for rare or endangered species.

11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

WATER USE STAFF REPORT

Application Number: 221129-10
Permit Number: 49-02922-W
Project Name: WESTVIEW POD B
Water Use Permit Status: PROPOSED
Location: OSCEOLA COUNTY, S10,3,4,9/T27S/R28E
Applicant's Name and Address: L T WESTVIEW, LLC
 2600 LUCIAN DRIVE
 MAITLAND, FL 32751

Water Use Classification: Dewatering

Sources:

Surface Water from: Water Table aquifer

Proposed Withdrawal Facilities - Surface Water

Source: Water Table aquifer
 1 - 4" X 20 HP X 900 GPM Hydraulic Pump
 2 - 12" X 160 HP X 7200 GPM Hydraulic Pumps
 2 - 8" X 55 HP X 2500 GPM Hydraulic Pumps
 1 - 6" X 40 HP X 1500 GPM Hydraulic Pump

<u>Rated Capacity Source</u>	<u>Status Code</u>	<u>GPM</u>	<u>MGM</u>	<u>MGY</u>
Water Table aquifer	P	21,800	954.3	11,458
Totals:		21,800	954.3	11,458

PURPOSE

The purpose of this application is to obtain a new water use permit for long-term dewatering to facilitate the installation of a proposed stormwater management system. Withdrawals are from the water table aquifer (WTA).

PROJECT DESCRIPTION

Westview Pod B (Project) is a proposed residential and commercial development, located northwest of the intersection of Poinciana and Cypress Parkways in northwestern Osceola County, as shown on Exhibits 1 through 3. The Project consists of thirty-five dewatering locations needed to facilitate the installation of thirty-five stormwater drainage ponds and utilities.

PROJECT DESCRIPTION (CONTINUED)

Operational Plan:

The Applicant estimates approximately 17 months of dewatering activities over a 3-year period for the completion of the Project. Dewatering withdrawals from the WTA will be accomplished using six hydraulic pumps attached to either trench drains and/or sock drains. Pump specifications are provided in Exhibit 4 whereas dewatering plans are provided in Exhibit 5. The maximum anticipated depth of dewatering is to an elevation of approximately 37 feet North American Vertical Datum (NAVD), which is approximately 32 feet below the average land surface elevation of 69 feet NAVD.

Project Discharge:

Dewatering effluent shall be routed on-site to retention areas, previously constructed ponds, and recharge trenches adjacent to wetlands. If exceptional storm conditions that exceed the capacity of the dewatering effluent disposal system occur, the Permittee is required to cease dewatering operations until adequate storage is available to contain all dewatering effluent on-site.

PROJECTED WATER USE DEMANDS

In accordance with Section 2.4 of the Central Florida Water Initiative Supplemental Applicant's Handbook (CFWI SAH), the Applicant provided estimated dewatering volumes of 10 million gallons maximum per day and a Project total estimate of 3,958 million gallons, as shown in Exhibit 5.

IMPACT EVALUATION

The Applicant estimated the areal extent of the drawdown for the proposed dewatering, as required in Subsection 2.3.2.B.2.h of the Applicant's Handbook (AH) for Water Use Permit Applications within the South Florida Water Management District (District), using the Sichardt's empirical equation. The calculated areal extent of the drawdown is 1,213 feet (Exhibit 5).

WATER RESOURCE IMPACT EVALUATION

Water Resource Availability

Water Table aquifer

The average land surface elevation at the Project is 69 feet NAVD. In the Project area, the WTA is considered synonymous with the surficial aquifer system (SAS). Based on the lithology of the nearby District Monitor Well OSF-99, the thickness of the SAS is approximately 225 feet (or -156 feet NAVD). The Project plans to dewater to a maximum of 37 feet NAVD, leaving a saturated thickness of approximately 193 feet in the aquifer. Therefore, the potential for harm to occur to the water resource availability, as a result of the dewatering activities, is considered minimal.

Existing Legal Users

Water Table aquifer

The nearest existing legal user of the WTA or SAS is Poinciana Personal Storage And Aldi (Irrigation Well) (Water Use Permit 49-02516-W), located 3.2 miles east of the dewatering activities are well beyond the calculated areal extent of the drawdown.

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

Therefore, the potential for harm to occur to existing legal users as a result of the dewatering activities is considered minimal.

Existing Off Site Land Uses

Water Table aquifer

Land uses that are dependent upon water being on or near land surface, and that existed prior to this application, are protected from harm. The Project is bordered by a pasture, residential homes, highways and wetlands that are located within the calculated areal extent of the drawdown. Dewatering effluent shall be routed on-site to retention areas, previously constructed ponds, and recharge trenches adjacent to wetlands. Therefore, pursuant to Section 4.0 of the CFWI SAH, the use is not expected to result in significant reduction in water levels on the property of an existing off-site land use to the extent that: the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values); or result in damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use.

Migration of Saline Water

Water Table aquifer

The nearest source of surface saline water is over 50 miles east of the Project, and well beyond the calculated areal extent of the drawdown. The WTA contains fresh water in this area and is separated from the underlying upper Floridan aquifer (UFA), which also contains fresh water, by more than 55 feet of confining sediments of the Intermediate Confining Unit. Therefore, the potential for saline intrusion or upconing to occur as a result of the dewatering activities is considered minimal.

Wetland Environments

Water Table aquifer

There are 17 wetlands within the Project boundary and within the areal extent of the drawdown, as depicted in the Exhibit 5. Wetlands can be generally described as cypress wetlands. Construction for the 880-acre stormwater management system, known as Westview Pod B, is authorized under Environmental Resource Permit (ERP) 49-106944-P (Application 20401-33803).

The existing hydrologic conditions for the wetlands are permanently inundated along Reedy Creek to the west and semi-permanently inundated throughout rest of the Project area, therefore, they are evaluated as Category 1 and 2 wetlands, respectively. Dewatering effluent will be routed to sock drains, treatment basins and recharge trenches on the perimeter of wetlands to reduce potential negative drawdown effects. Additionally, double silt-fences and other appropriate best management practices for sediment control (BMPs) will be used to provide assurances that the wetlands will be protected.

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

Therefore, based upon application of the narrative standard that the hydrologic alteration of the water use shall not adversely impact the values of wetland functions so as to cause harm to the abundance, diversity and habitat of fish, wildlife and listed species, the potential for harm to occur to wetlands as a result of the dewatering activities is considered minimal.

Sources of Pollution

Water Table aquifer

The nearest known potential source of contamination is Poinciana City-PW Dept (Florida Department of Environmental Protection Site FLD 8944629), located 2.46 miles southeast of the Project, and well beyond the calculated areal extent of the drawdown. Therefore, the potential for movement of contaminants, if present, from known pollution sources as a result of the dewatering activities is considered minimal.

ADDITIONAL INFORMATION

Regional Issues

Central Florida Water Initiative

The proposed water use is located within the area of the Central Florida Water Initiative (CFWI). The CFWI is a collaborative regional water supply endeavor to protect, conserve, and restore water resources in the area by working to accomplish the goals presented in the CFWI Guidance Document. These goals include crafting long-term water supply solutions for the Central Florida region. The CFWI effort may also result in specific regulatory requirements. While the scope and content of these regulatory requirements are unknown at this time, it is possible they may include requirements that are related to the Permittee's relative contribution to the water resource impact being addressed, the timing of permit issuance compared to other existing legal users, and/or include other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Therefore, this water use permit includes Special Condition 23 that provides specific notification that the permit may be modified during the term of the permit to address unanticipated harm or impacts to existing legal users that is occurring or is projected to occur from the Permittee's authorized withdrawal over the water use permit duration. Since this application is located within the CFWI area, it is necessary for the Permittee to consider implementing the heightened water conservation requirements defined in Special Permit Condition 24. The Permittee is advised to carefully consider its infrastructure in light of the ongoing CFWI.

Project Site Issues

Legal Control and Land Use

Records from the Osceola County Property Appraiser demonstrate that the Permittee maintains legal control and the withdrawal facilities are located within the Project site. The zoning for the Project is compatible with the dewatering activities (Subsection 2.1.2 of the AH).

ADDITIONAL INFORMATION (CONTINUED)**Permit Duration**

The Permittee has demonstrated a need for dewatering activities over a three-year period to complete all the necessary Project phases. Therefore, in accordance with Subsection 1.5.1 of the AH, the duration of this permit shall be three years.

ENVIRONMENTAL RESOURCE PERMIT STATUS:

Not Applicable

RIGHT OF WAY PERMIT STATUS:

RECOMMENDATIONS

Project Name: WESTVIEW POD B

Application Number: 221129-10

Permit Number: 49-02922-W

RECOMMENDATION

Dewatering of the water table aquifer to facilitate the installation of thirty-five stormwater ponds and utilities for the project known as Westview Pod B.

STAFF EVALUATION

REVIEWER:



for Katie Grablow, NRM



Brian Collins, WU

SUPERVISOR:



Lisa Prather, NRM



Nicholas M. Vitani, P.G., WU

WATER USE SECTION ADMINISTRATOR:



Alberto J. Naya, P.G., WU

Date: June 27, 2023

SPECIAL PERMIT CONDITIONS

1. This permit is issued to:

L T Westview, LLC
2600 Lucian Dr.
Maitland, FL 32751

2. This permit shall expire on June 28, 2026.

3. Use classification is:

Dewatering

4. Source classification is:

Surface Water from:
Water Table aquifer

5. Pursuant to Subsection 2.3.2.B.2 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District, neither maximum monthly nor annual allocation volumes are specified.

6. Withdrawal facilities:

Surface Water - Proposed:

- 1 - 4" x 20 HP X 900 GPM Hydraulic Pump
- 1 - 6" x 40 HP X 1500 GPM Hydraulic Pump
- 2 - 12" x 160 HP X 7200 GPM Hydraulic Pumps
- 2 - 8" x 55 HP X 2500 GPM Hydraulic Pumps

7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.

8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.

9. The excavation shall be constructed using sound engineering practices. If the excavation or dewatering activities endanger the properties of adjacent owners (through erosion, side wall collapse, flooding, etc.), the Permittee shall cease operations until a method to prevent such occurrences is found and instituted. The Permittee shall be responsible for finding and instituting methods to stop such

SPECIAL PERMIT CONDITIONS

occurrences.

10. The Permittee shall immediately cease dewatering when continued dewatering would create a condition hazardous to the health, safety, and general welfare of the people of the District.
11. The Permittee shall be responsible for clearing shoaling, if the Permittee's dewatering operation creates shoaling in adjacent water bodies.
12. The Permittee shall conduct dewatering activities in adherence to the following operating plan:

The dewatering activities shall be conducted in accordance with the plans in Exhibit 5 of Application 221129-10. Dewatering effluent shall be routed on-site to retention areas, previously constructed ponds, and recharge trenches adjacent to wetlands. If exceptional storm conditions occur that exceed the capacity of the dewatering effluent disposal systems, the Permittee is required to cease dewatering operations until adequate storage is available to contain all dewatering discharge.
13. The Permittee shall not lower the water table below the following depths:

37 feet NAVD (approximately 32 feet below land surface)
14. All dewatering water shall be retained on the Permittee's land. Off-site discharge of the dewatering effluent is not authorized.
15. The Permittee shall record daily withdrawals for each dewatering pump. This recorded information shall be maintained on-site and provided to District staff upon request.
16. A copy of the permit, its conditions, and dewatering plan is required to be kept on site at all times during dewatering operations by the lead contractor or site manager.
17. The Permittee shall construct the proposed recharge trenches prior to dewatering and maintain water levels during active dewatering operations within one foot below land surface. Obstructions and sediments within the recharge trenches shall be removed to maintain the effectiveness of the recharge trenches.
18. Within 30 days of completion of the dewatering operation, all dewatering facilities (such as impoundments, conveyances, and recharge trenches) shall be filled and regraded to ground elevation or to otherwise comply with the Environmental Resource Permit.

SPECIAL PERMIT CONDITIONS

19. At least 72 hours prior to initial dewatering, the Permittee shall contact the District to allow for a site visit to verify:
- a. The location and design of the recharge trenches and on-site retention areas where dewatering water will be retained;
 - b. The location of monitoring facilities; and,
 - c. Other site-specific issues related to the protection of the resource or other existing legal users.

Failure of the Permittee, or the Permittee's representative, to notify the District before dewatering commences will result in enforcement action. If necessary, the District shall conduct a site visit.

Notification of commencement of dewatering can be made by contacting: wucompliance@sfwmd.gov

20. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) or Surface Water (Pump or Culvert) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) at least 30 days prior to a change in any facility status (e.g. installation, relocation, abandonment) to include all specifications of the well, pump or culvert (e.g. actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters, culvert type, length, cross-section, diameter, height, width, invert elevation, control device, and water use accounting method).
21. This permit is issued concurrently with the required construction Environmental Resource Permit (ERP) or Surface Water Management Permit (SWMP). No use of water shall commence until final action has been taken on the concurrent ERP or SWMP application. Should the ERP or SWMP for this project not be obtained, or obtained and subsequently revoked or otherwise modified, this permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S., in accordance with Standard Permit Condition 8.
22. The Permittee shall submit an Annual Dewatering Project Status Report, which shall, at a minimum, include a summary of the project's completed phases, an updated estimated project schedule/timeline for all remaining phases, and any anticipated changes to the original approved dewatering plans.

Reports shall be due to the District on a yearly basis and are due by December 31st of each year.

SPECIAL PERMIT CONDITIONS

23. This project is located in the Central Florida Water Initiative (CFWI) area, an area with on-going impacts to water resources which are being addressed by the CFWI. If the District determines that adverse impacts to water resources or existing legal users are occurring or are projected to occur because of the Permittee's authorized withdrawals over the permit duration, the District, upon reasonable notice to the permittee and including a statement of facts upon which the District based its determination, may modify quantities permitted or other conditions of the permit, as appropriate, to address the impact, but only after an opportunity for the permittee to resolve or mitigate the impact or to request a hearing. Such modification, if any, will consider such factors as the permittee's relative contribution to the water resource impact being addressed due to groundwater withdrawals, the timing of this permit issuance compared to presently existing legal use of water, and other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Modifications may include mitigation of impacts and / or reconsideration of allocations or requirements to timely implement required actions that are consistent with the long-term, regional water supply solutions as implemented by rules. Such actions may include the development of alternative water supplies, the implementation of water resource and / or water supply development projects, the application of impact offsets or substitution credits, operating plans, heightened water conservation or other appropriate actions. Nothing in this condition is intended to abrogate the rights of the Governing Board or of any other person under Section 373.233, F.S.
24. The Central Florida Water Initiative documented existing water resource environmental impacts within its boundaries. This Initiative remains underway and is, in part, crafting long-term water supply solutions for the region. As a component of immediate, interim measures the permittee is encouraged to participate in the District's on-going, heightened water conservation public education program. Given the permittee's use class, opportunities may include such activities as participation in water conservation public service announcements, demonstrations of irrigation efficiency at community gardens, posting water conservation information or links on the permittee's website. Please contact conservation@sfwmd.gov to discuss opportunities for participation in this important District effort.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.
5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.
9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

B. Reduction in water levels that harm the hydroperiod of wetlands,

C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

D. Harmful movement of contaminants in violation of state water quality standards, or

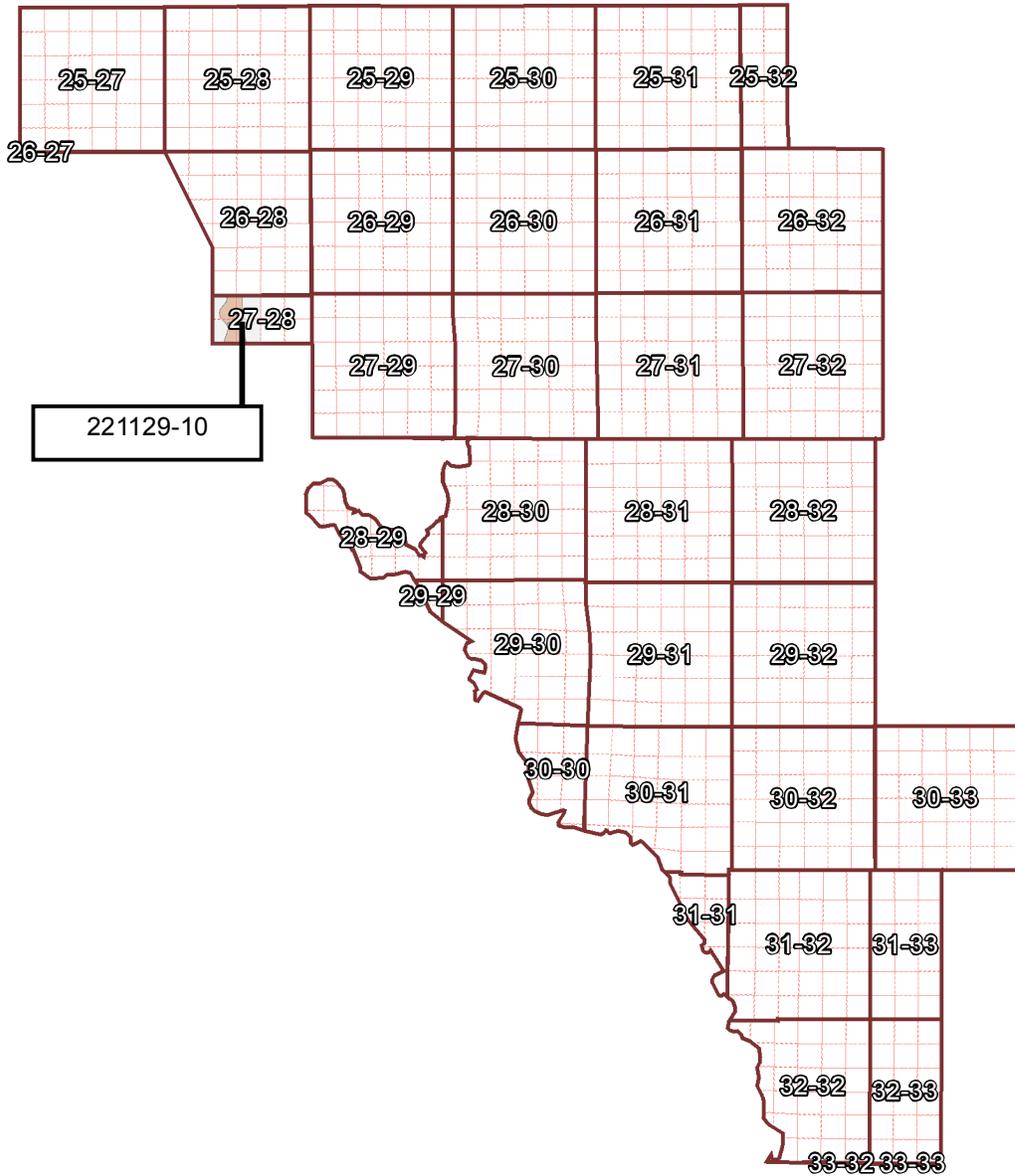
E. Harm to the natural system including damage to habitat for rare or endangered species.

11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.



221129-10



OSCEOLA COUNTY, FLORIDA

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Map Date: 2023-06-23

Application No: 221129-10
Permit No: 49-02922-W
Sec 10,3,4,9 / Twp 27 / Rge 28
Project Name: WESTVIEW POD B

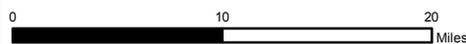
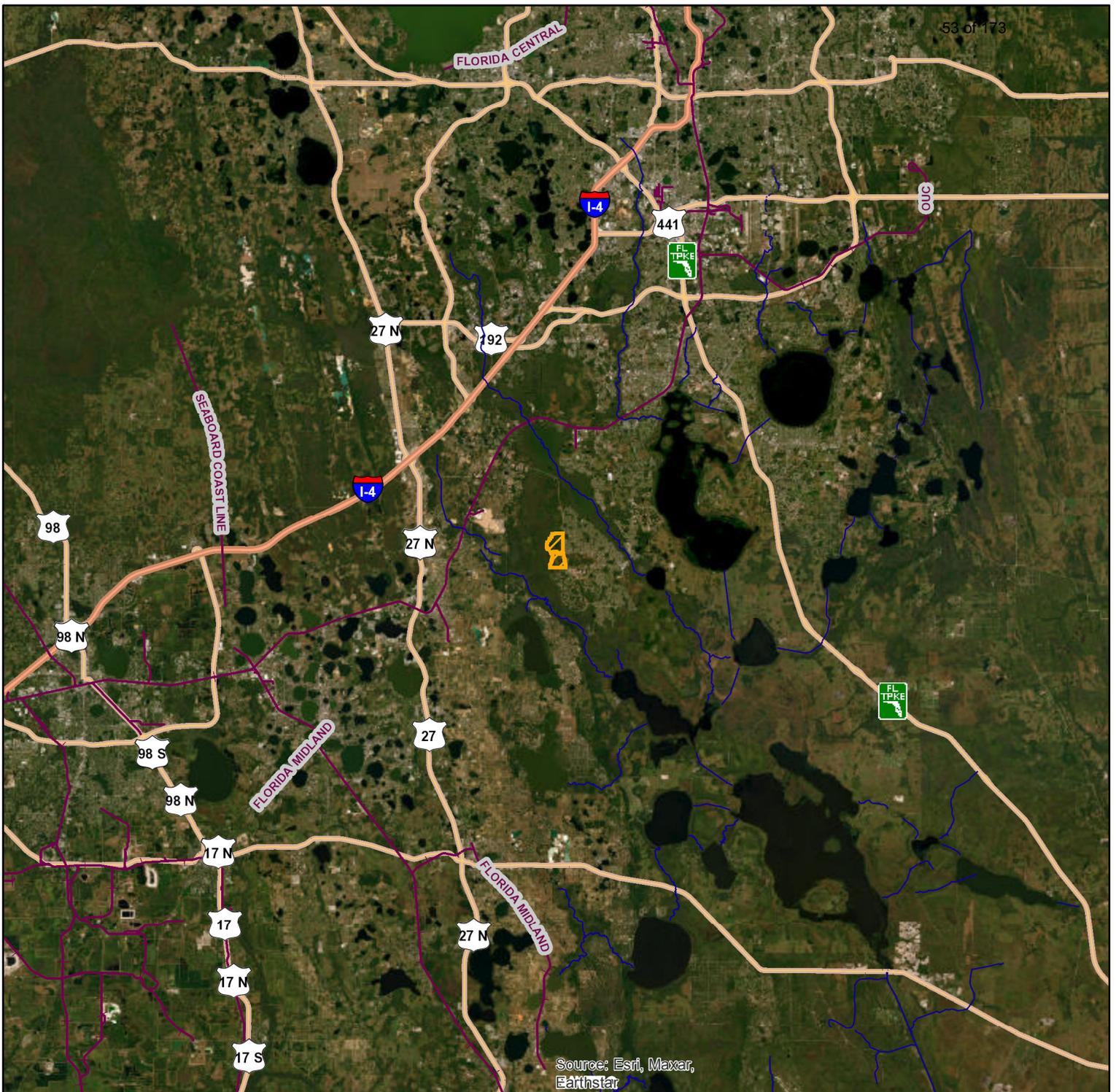
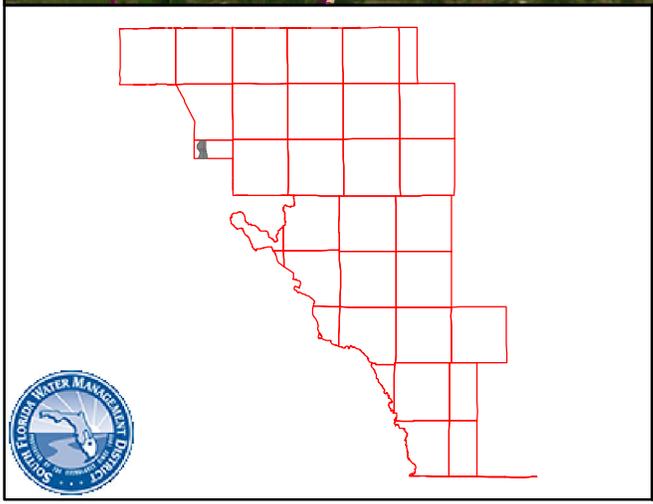


Exhibit No: 1





Source: Esri, Maxar, Earthstar



OSCEOLA COUNTY, FLORIDA



 Application

Application No: 221129-10

Permit No: 49-02922-W

Project Name: WESTVIEW POD B

Map Date: 2023-06-23

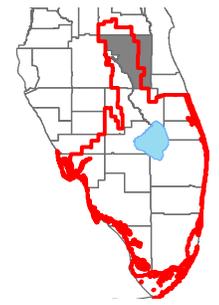
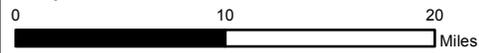
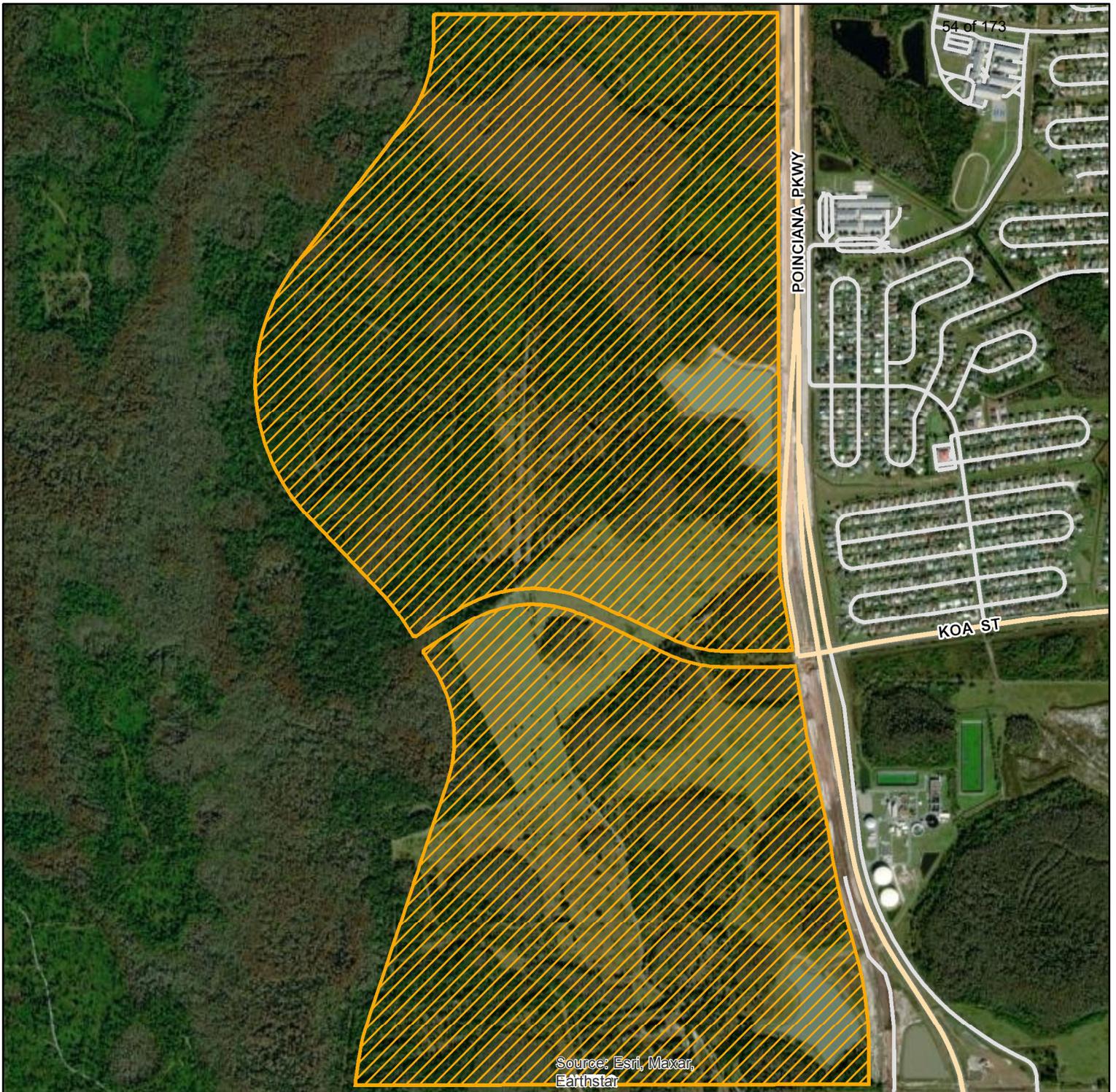
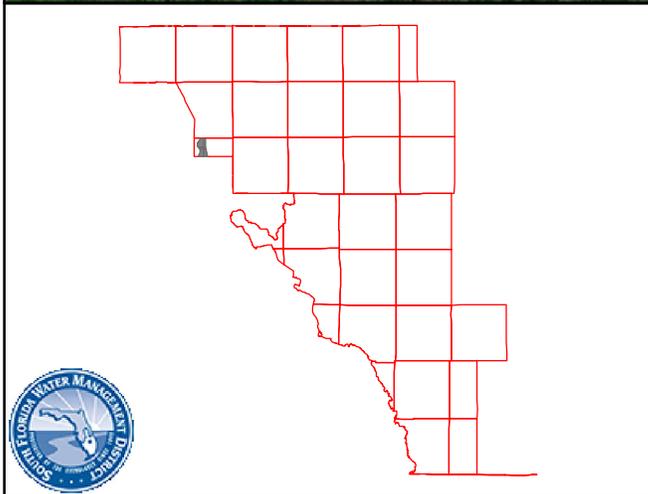


Exhibit No: 2



Source: Esri, Maxar,
Earthstar



OSCEOLA COUNTY, FLORIDA

 Application

Application No: 221129-10

Permit No: 49-02922-W

Project Name: WESTVIEW POD B

Map Date: 2023-06-23

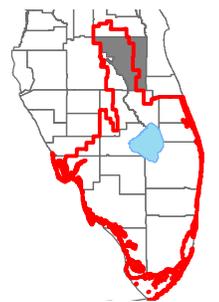
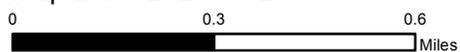


Exhibit No: 3

TABLE - B
Description Of Surface Water Pumps

Application Number: 221129-10

Pump ID	291661	292049	292053	292051	292052	292050
Name	Pump-1	Pump-2	Pump-6	Pump-4	Pump-5	Pump-3
Map Designator	P1	P2	P6	P4	P5	P3
Facility Group						
Existing/Proposed	P	P	P	P	P	P
Pump Type	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic
Diameter(Inches)	12	12	4	8	6	8
Pump Capacity(GPM)	7,200	7,200	900	2,500	1,500	2,500
Pump Horse Power	160	160	20	55	40	55
Two Way Pump ?	N					
Elevation (ft. NGVD)	0					
Planar Location						
Source						
Feet East						
Feet North						
Accounting Method	Hour Meter					
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Mining / Dewatering					
Surface Water Body	Water Table aquifer					

SUMMARY

This application is for a new Individual Water Use Permit for construction dewatering for the proposed Westview Pod B residential development. The Westview project site is located north of Cypress Parkway and west of Poinciana Parkway within Sections 3, 4, 9, 10, Township 27 South, Range 28 East, in Osceola County, Florida. The project is an approximately 880-acre proposed residential development that will include residences, common areas, multiple lakes, and associated infrastructure (roads, utilities, amenities, etc.). This dewatering permit will be for new lake excavations and installation of underground utilities (stormwater drainage and deeper portions of the sanitary sewer). All dewatering effluent will be stored onsite.

Existing land surface elevation at the project site generally ranges between approximately +65 feet NAVD to +73 feet NAVD from west to east respectively, and averages about +69 feet NAVD. The maximum dewatering depth will be to +37 feet NAVD (about 32 feet below grade) for lake excavations. Deep Sewer utilities and lift stations (when designed) will be no deeper than + 37 feet NAVD. The majority of stormwater drainage structures will be installed above +60 feet NAVD (about 9 feet below grade).

Preserves or potentially sensitive areas located on or adjacent to the project property. Recharge trenches and onsite retention areas will be constructed between the locations being dewatered and preserves in order to protect these areas. The location of these containment areas will minimize potential adverse impacts due to lowered water levels from onsite dewatering.

An Environmental Resource Permit Application (ERP App. No. 220401-33803) has been submitted for the project. This dewatering permit application corresponds to ERP App. No. 220401-33803.

SECTION A

GENERAL INFORMATION

1. PURPOSE

The purpose of this new Individual Dewatering permit is to allow dewatering to facilitate lake excavations and installation of underground utilities. Withdrawals are from the Water Table Aquifer via six proposed withdrawal facilities. The South Florida Water Management District (SFWMD) will be notified at least 72 hours prior to commencement of dewatering. No offsite discharge will be required under this permit and all effluent will be maintained on the project property. A copy of the permit, with its limiting conditions and dewatering plan, will be kept onsite at all times during dewatering operations by the lead contractor or site manager.

2. OWNER/APPLICANT

LT Westview, LLC
2600 Lucian Drive, Suite 350
Maitland, Florida 32751

The completed SFWMD Form 1379 (2014-07) for Water Use Permit Applications is provided as **Exhibit A** and the completed SFWMD Supplemental Form D 1383 (2014-07) for Dewatering Use is provided as **Exhibit B**.

3. PROOF OF OWNERSHIP

Ownership information from Polk County and Osceola County Property Appraisers are provided as **Exhibit C**.

4. CONSULTANT/AGENT

Water Science Associates, Inc., 13620 Metropolis Avenue, Suite 110, Fort Myers, FL 33912 is the consultant for the preparation of this application.

5. AUTHORIZATION

The completed SFWMD Form 1379 (2014-07) for a Water Use Permit Application is provided as **Exhibit A**. Section IX – Applicant Certification of Form 1379 and is signed by the Owner which authorizes Water Science Associates to submit this application.

6. PERMIT HISTORY

This application is for a new Individual Water Use Permit for Dewatering and corresponds to ERP Application No. 220401-33803. Portions of the project area have been previously permitted for dewatering under Water Use Permit No. 49-01729-W for the proposed Solivita Grand development. Construction and dewatering of the project were delayed and the permit expired on October 15, 2015.

7. PRE-APPLICATION MEETINGS

No pre-application meetings have been held regarding this water use with the SFWMD.

SECTION B

PROJECT INFORMATION

1. PROJECT LOCATION AND DESCRIPTION

This application is for a new Individual Water Use Permit for Construction Dewatering with a requested duration of 3 years for dewatering for lake construction and utility installations stormwater drainage and deeper portions of sanitary sewer) for the Westview Pod B residential development.

The Westview Pod B project site is located north of Cypress Parkway and west of Poinciana Parkway within Sections 3, 4, 9, 10, Township 27 South, Range 28 East, within Osceola County, Florida. The project is an approximately 880-acre proposed residential development that will include residences, common areas, 34 lakes and ponds, and associated infrastructure (roads, utilities, amenities, etc.). Refer to **Figure 1** for a regional location map of the project site and refer to **Figure 2** for an aerial map showing the project footprint.

Existing land surface elevation at the project site generally ranges between approximately +65 feet NAVD to +73 feet NAVD from west to east respectively, and averages about +69 feet NAVD. The maximum dewatering depth will be to +37 feet NAVD (about 32 feet below grade) for lake excavations. Deep Sewer utilities and lift stations (when designed) will be no deeper than + 37 feet NAVD. The majority of stormwater drainage structures will be installed above +60 feet NAVD (about 9 feet below grade).

Recharge trenches and onsite retention areas will be constructed between the locations being dewatered and preserves in order to protect these areas. The location of these containment areas will minimize potential adverse impacts due to lowered water levels from onsite dewatering.

SECTION C

WATER USE INFORMATION - DEWATERING

1. INTRODUCTION

The installation of underground utilities (stormwater drainage and deeper portions of sanitary sewer) and lake excavations will require dewatering. The lithologies expected at the site are primarily fine to medium grained sand and clayey sand which are discussed in more detail below. The following subsections also include the dewatering plan, radius of influence, and pumpage estimates. Dewatering effluent will not be discharged from the project site.

To aid in determining the lithology, hydrogeology, and water quality (with respect to dissolved chloride concentrations) of aquifers and confining intervals in the vicinity of the Westview Pod B project site, Water Science Associates evaluated the following data sources:

- Hydrogeologic data from well ROMP74X extracted from the SFWMD DBHYDRO database, located approximately 2.8 miles west of the project site. Refer to **Exhibit D** for excerpts of this report.
- Onsite soil borings provided by Universal Engineering Sciences, Report No. 1923745v3. Excerpts of this report are provided as **Exhibit E**.
- SFWMD ePermitting database and nearby Water Use Permit Staff Reports.

2. SHALLOW LITHOLOGY AND HYDROGEOLOGY

A total of 49 soil borings were advanced to depths varying from 10 to 35 feet below grade at the project site. Review of the soil boring logs indicate that the upper 35 feet of strata generally consists of fine to medium-grained sand and clayey sand. No limestone or clay confining units were encountered in the upper 35 feet. Water levels encountered during completion of the soil borings indicated levels generally ranged from one to three feet below grade. The shallow sand-rich sediments typically exhibit relatively low permeability and dewatering can often be accomplished at relatively low dewatering rates (less than 1 million gallons per day [MGD]) within these strata. Review of the SFWMD DBYHDRO database of well ROMP74X, located approximately 2.8 miles west of the project site, indicates the base of the Surficial Aquifer occurs at approximately 225 feet below grade. Considering the maximum proposed dewatering depth at the project is approximately 32 feet below grade (+37 feet NAVD), excavation and dewatering operations are not expected to penetrate the confining units between the Water Table Aquifer and underlying Aquifers.

The nearest source of saline surface water is the Indian River estuary, located approximately 60 miles east of the project site. Saline water intrusion or upconing in the Water Table Aquifer is not considered to be an issue in this portion of Polk and Osceola County.

3. DEWATERING PLAN

Dewatering for underground utilities and lake excavations at the project site will consist of the use of sumps and trench boxes where necessary. Dewatering effluent for utility and lake installations will be maintained on the project property and stored in recharge trenches (where necessary),

temporary retention basins, and the previously constructed lake system. There will not be offsite discharge of dewatering effluent.

Existing land surface elevation at the project site generally ranges between approximately +65 feet NAVD to +73 feet NAVD from west to east respectively, and averages about +69 feet NAVD. The maximum dewatering depth will be to +37 feet NAVD (about 32 feet below grade) for lake excavations. Deeper sanitary sewer infrastructure, including lift stations, will be no deeper than +47 feet NAVD (approximately 22 feet below existing grade). The majority of stormwater drainage structures will be installed above +60 feet NAVD (about 9 feet below grade).

Dewatering sequences at the project site will be completed in two phases. Generally, Phase 1 of dewatering will begin with the installation of the new lakes. Phase 2 of dewatering will include deeper portions of utilities with the use of sumps followed by shallow utilities. Utility installations are linear and relatively fast moving, which will prevent prolonged periods of pumping from any single location. Sheet piling and excavation boxes will be used where necessary to aid in stabilization of the excavation slopes as well as to provide a partial barrier to horizontal groundwater flow.

Procedurally, discharge water will be directed from the area being dewatered to recharge or conveyance trenches (where necessary), temporary retention basins and/or the previously excavated onsite lake or lake segments. Lake installation may be subdivided into sections during construction and dewatering. The size of the lake segment may be adjusted based on actual site conditions and the ability to maintain dewatering effluent onsite. Temporary retention basins and recharge trenches will be placed to provide recharge separating the areas of dewatering from existing offsite wetlands and preserves, and other existing users of the Water Table Aquifer. Water produced during dewatering activities will be maintained onsite and in close proximity to the area being dewatered. Temporary retention basins will only be constructed when necessary and will not be used if the existing lake system provides sufficient storage capacity. Refer to **Figure 4** for a map showing expected lake dewatering sequence with conceptual locations of recharge trenches and temporary retention basins to be used to contain dewatering effluent. Refer to **Figure 5** for a map showing conceptual dewatering for utility installations. **Figure 6** shows typical cross sections of a recharge trench and retention basin berms.

The dewatering requirements of the project are anticipated to be completed with the use of multiple hydraulic pumps with the incorporation of sock pipes and/or wellpoint systems for installation of deep utilities and lake excavations. Pump sizes will range between 4-inch and 12-inch diameter hydraulic pumps. A list of pumps that may be used at the site is provided in the "Summary of Surface Water (Pump) Facilities" table of the application form (**Exhibit A**).

4. RADIUS OF INFLUENCE AND DEWATERING RATES

Water Science Associates estimated the radius of influence and corresponding pumping rates using the Sichardt's Equation. We evaluated dewatering needed to depress water levels 32 feet below existing grade for lake excavations. The hydraulic conductivity of the shallow sand sediments was estimated based on Aquifer Performance Test (APT) data from well ROMP74X completed within the interval between 25 and 225 feet below grade and located approximately 2.8 miles west of the project. This APT resulted in a transmissivity of 3,809 ft²/day. Assuming an

effective aquifer thickness 225 feet, this results in a hydraulic conductivity of approximately 17 feet/day. A hydraulic conductivity of 20 feet/day is assumed for the calculations below.

The SFWMD requires estimation of the Radius of Influence for dewatering and suggest the use of the Sichardt's Equation. Water Science estimated the potential Radius of Influence (R_0) using common assumptions in the Sichardt's Equation (distributed by the SFWMD), which defines the radius of influence (R_0) by the following equation, where h is in feet, K is in feet per day and r_e is defined by the size of the excavation area in the equation $\sqrt{(\text{length} \times \text{width} / \pi)}$ where length and width are in feet:

$$R_0 = (5.635 \times h \times \sqrt{K}) + r_e$$

$$r_e = \sqrt{\left(\frac{\text{length} \times \text{width}}{\pi}\right)}$$

Where,

R_0	=	total radius of influence
h	=	dewatering depth (32 feet for lake excavations)
K	=	hydraulic conductivity (20 feet/day)
r_e	=	effective radius of influence (800 feet for lake excavations)

Based on the above assumptions, the total radius of influence for dewatering a saturated thickness of 32 feet (ignoring the compensation effects of recharge) for an excavation area of 720 feet by 720 feet (approximate 12-acre lake cell) is about 1,200 feet.

Calculations of the estimated flow volumes were derived from the parameters provided by the Sichardt's Equation. Based on those calculations, the pumping needed to depress water levels by 32 feet for lake excavations is approximately 8 MGD. Dewatering may occur at multiple work areas during lake and utility installations. Depending on variations of lithology, transmissivity, and initial dewatering rates (vs. sustained rates), dewatering may require up to 10 MGD for the project site. Higher or lower permeability zones may be encountered which could result in higher or lower pumping rates to depress water levels. Refer to **Exhibit E** for the calculations used for estimation of the potential radius of influence and dewatering rates.

The above calculations are used as general estimates of the radius of influence and of pumping rates that may occur onsite if no hydraulic barriers such as retention areas or existing lakes are present. The actual radius of influence will be much smaller considering surface water features present in the area of the project site, coupled with lake and effluent retention areas that will be constructed onsite. The calculations rely on assumed conditions such as consistent hydraulic conductivity, aquifer homogeneity, constant hydraulic gradients, no recharge features, etc. The calculations are useful to aid in determining potential worse-case impacts and anticipated pumping needs, but do not necessarily represent expected onsite conditions or exact pumping rates that may be required.

SECTION D

IMPACT ASSESSMENTS

1. WATER RESOURCE AVAILABILITY

Existing land surface elevation at the project site is approximately +69 feet NAVD. Based on nearby hydrogeologic data of well ROMP74X, the base of the Surficial Aquifer which includes the Water Table Aquifer, is expected to occur at approximately 225 feet below grade (-156 feet NAVD). Considering the maximum proposed dewatering depth at the project site is approximately 32 feet below grade (+37 feet NAVD), excavation and dewatering operations are not expected to penetrate confining layers of the Water Table Aquifer or underlying aquifers. All water produced during dewatering at the project site will be maintained onsite, providing direct recharge to the Water Table Aquifer. Recharge trenches and onsite retention areas used for dewatering effluent containment will be located in relative close proximity to the area being dewatered, ensuring that any temporary drawdown in the Water Table Aquifer will be localized and should not result in significant effects on the potentiometric surface offsite. The potential for harm to occur to the water resource availability of the aquifer as a result of the withdrawal of the recommended allocation is considered minimal.

2. EXISTING LEGAL USERS

The nearest existing legal user of the Water Table Aquifer is the Solivita development (Water Use Permit No. 53-00020-W), located approximately 300 feet south of the project site across Cypress Parkway. All water produced during dewatering at the project site will be maintained onsite, providing direct recharge to the Water Table Aquifer. Additionally, the temporary retention basins and previously constructed lakes used for containment will be located in close proximity to the area being dewatered, ensuring that any temporary drawdown in the Water Table Aquifer will be localized and should not result in significant impacts to offsite water levels. The potential for harm to occur to existing legal users as a result of the proposed dewatering activity is considered minimal.

3. SALINE WATER INTRUSION

The nearest source of saline surface water is the Indian River estuary, located approximately 60 miles east of the project site. The Water Table Aquifer is expected to be fresh in the vicinity of the project site. Saline water intrusion or upconing in the Water Table Aquifer is not considered to be an issue in this portion Osceola County. Additionally, all water produced during dewatering will be maintained on the project site providing recharge of fresh water in close proximity to the area being dewatered, further limiting the potential impacts from saline water intrusion or upconing. The potential for saline water intrusion or upconing to occur as a result of the proposed dewatering activity is considered minimal.

4. WETLANDS

This phase of development contains preserved wetland areas onsite. In order to protect these areas, recharge trenches and temporary retention basins are proposed between the locations being dewatering and the wetlands. The location of these containment areas will minimize any potential adverse impacts to the water levels in wetlands. Additionally, the utility installation portions are linear and transient in nature, which will prevent prolonged periods of pumping from any single location or area, thereby minimizing potential impacts to resources or nearby sensitive environments. The potential for harm to occur to wetlands as a result of the dewatering activities is considered minimal.

5. POTENTIAL SOURCES OF POLLUTION

Water Science reviewed the Florida Department of Environmental Protection *Map Direct: Contamination Locator* GIS system and the *DEP Cleanup Sites* layer to aid in identifying potential contaminated facility data. Review indicates two sites of potential contamination. The nearest site is the Poinciana City-PW Dept facility (FDEP Facility ID 8944629), located approximately 2.54 miles southeast of the project site. This site is currently listed as “pending” remediation status for petroleum contamination. The next closest site the 7-Eleven store #37676 (FDEP Facility ID 8735506), located approximately 3.01 miles east of the project site, which is listed as having petroleum contamination undergoing “active” remediation. Both facilities are located a sufficient distance from proposed dewatering that adverse impacts as a result of the project are not a concern. All water produced during dewatering at the project site will be maintained onsite, providing direct recharge to the Water Table Aquifer. Additionally, recharge trenches and onsite retention areas used for dewatering effluent containment will be in close proximity to the area being dewatered, ensuring that any temporary drawdown in the Water Table Aquifer will be localized and should not result in significant effects on the potentiometric surface offsite, which could induce the movement of contaminants. The potential for movement of contaminants, if present, from pollution sources as a result of the proposed dewatering activity is considered minimal.

6. OTHER

The surrounding land use is primarily vacant and residential uses. There are other users of the Water Table Aquifer in the vicinity of the project. The requested water use is not expected to result in significant reduction in water levels on offsite properties to the extent that the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values), damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use, nor land collapse or subsidence caused by reduction in water levels associated with consumptive use.

SECTION E

ADDITIONAL INFORMATION

1. LEGAL CONTROL AND LAND USE

Osceola County Property Appraiser information, and corporate records from Sunbiz.org demonstrate that LT Westview, LLC maintains legal authority to apply for this Water Use Permit. All withdrawal facilities are located within the project site and the water allocation requested is compatible with the land use at the project (Sections 2.1.1, 2.1.2, and 2.1.3 of the Applicant's Handbook).

2. WATER CONSERVATION PLAN

Dewatering will be utilized only when necessary. The dewatering time and depth will not exceed that required to perform the work.

3. WATER USE ACCOUNTING

If required under this Individual dewatering permit, the permittee shall equip each facility with a District-approved operating water use accounting system and, if required, will submit a report of calibration to the District.

4. PERMIT REPORTING REQUIREMENTS

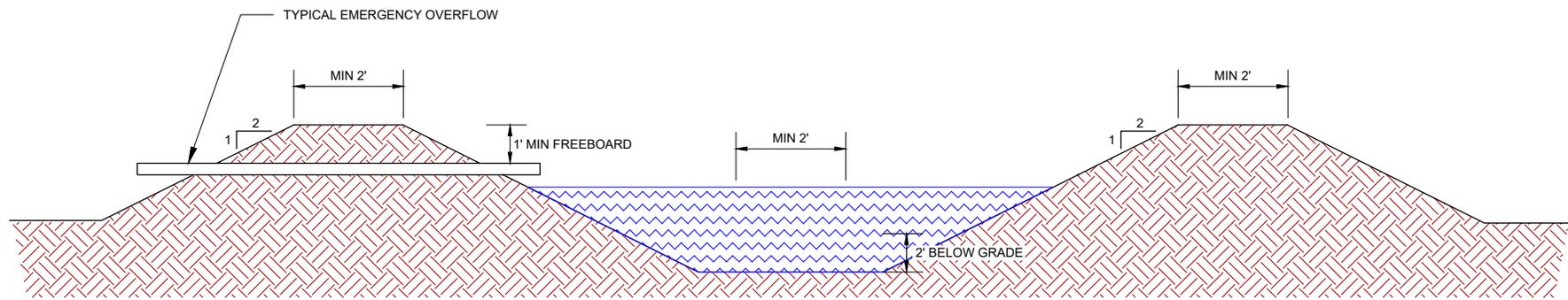
If required under this individual dewatering permit, monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly.

5. SOURCES OF LIMITED AVAILABILITY

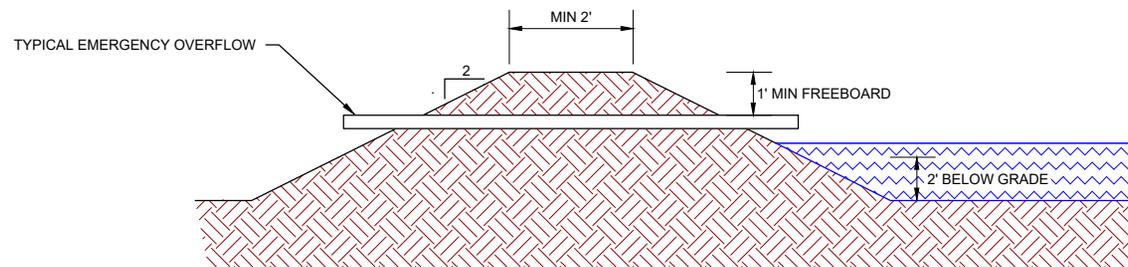
The Water Table Aquifer is considered a source of limited availability in this region of Florida. However, this project will result in limited withdrawal of water for a short period of time. Based on this, any potential drawdown to the Water Table Aquifer is not expected to result in adverse impacts.

6. PERMIT DURATION

This is a new application for a new Individual Water Use Permit for Construction Dewatering. Dewatering at the project is expected to be completed within 3 years of starting. The permit duration is requested to be 3 years.



CROSS SECTION OF RECHARGE TRENCH



CROSS SECTION OF TEMPORARY RETENTION BASIN BERM



PROJECT NAME: WESTVIEW POD B

PROJECT NUMBER: 3622-02

NOVEMBER 2022

NOT TO SCALE

FIGURE 6. TYPICAL CROSS SECTION OF RECHARGE TRENCH AND TEMPORARY RETENTION BASIN BERMS.

Westview Pod B

Aquifer thickness:	200 feet	(a)	60.957 meters
Aquifer Kh	20 feet/day	(a)	7.056E-05 met/sec
Excavation Trench:			
Length	720 feet	(b)	219.445 meters
Width	720 feet	(b)	219.445 meters
Dewater depth	32 feet	(c)	9.753 meters

$R_o = 3000(H-h)\text{sqrt}(K)$

aquifer thickness H	60.957 meters
dewater thickness h	51.204 meters

R_o meters 806.4 feet

$r_e = \text{sqrt}((L \times W) / \text{pie})$

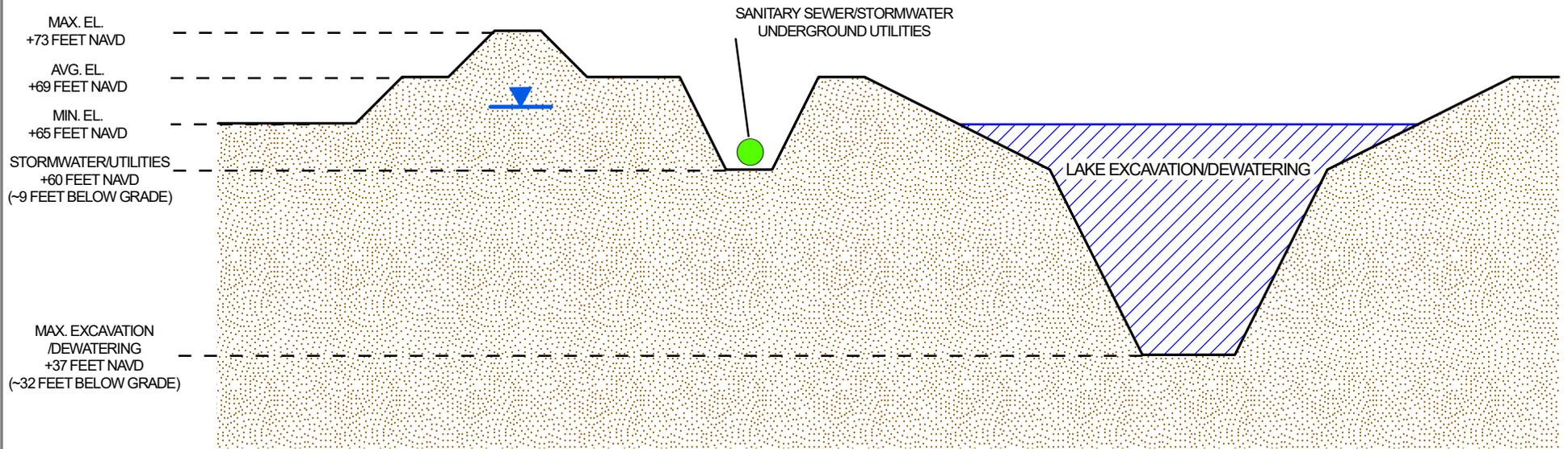
r_e meters 406.22 feet

Total R: feet

Dewatering Flow Rate A direct calculation of flow rate may be derived from the following equation:

$$H^2 - h^2 = \frac{n \cdot q}{\pi \cdot k} (\ln R_o - \ln r_e)$$

Q	<input type="text" value="n * q = p * Kh * [(H2 - h2) / (ln Ro - ln re)]"/>			
		n*Q		
$H^2 - h^2$	<input type="text" value="1093.919"/>	for n =	m3/sec	GPM
$\ln R_o - \ln r_e$	<input type="text" value="0.68566"/>	1	<input type="text" value="3.536E-01"/>	5605.248
$p \cdot Kh$	<input type="text" value="2.217E-04"/>	10		560.52
				MGD: 8.072



GENERAL EXCAVATION AND DEWATERING ELEVATIONS OF THE PROJECT SITE

LEGEND	
=	AVERAGE WATER TABLE ELEVATION +69 FEET NAVD
ON-SITE SOIL BORINGS	



PROJECT NAME: WESTVIEW POD B

COA 30437

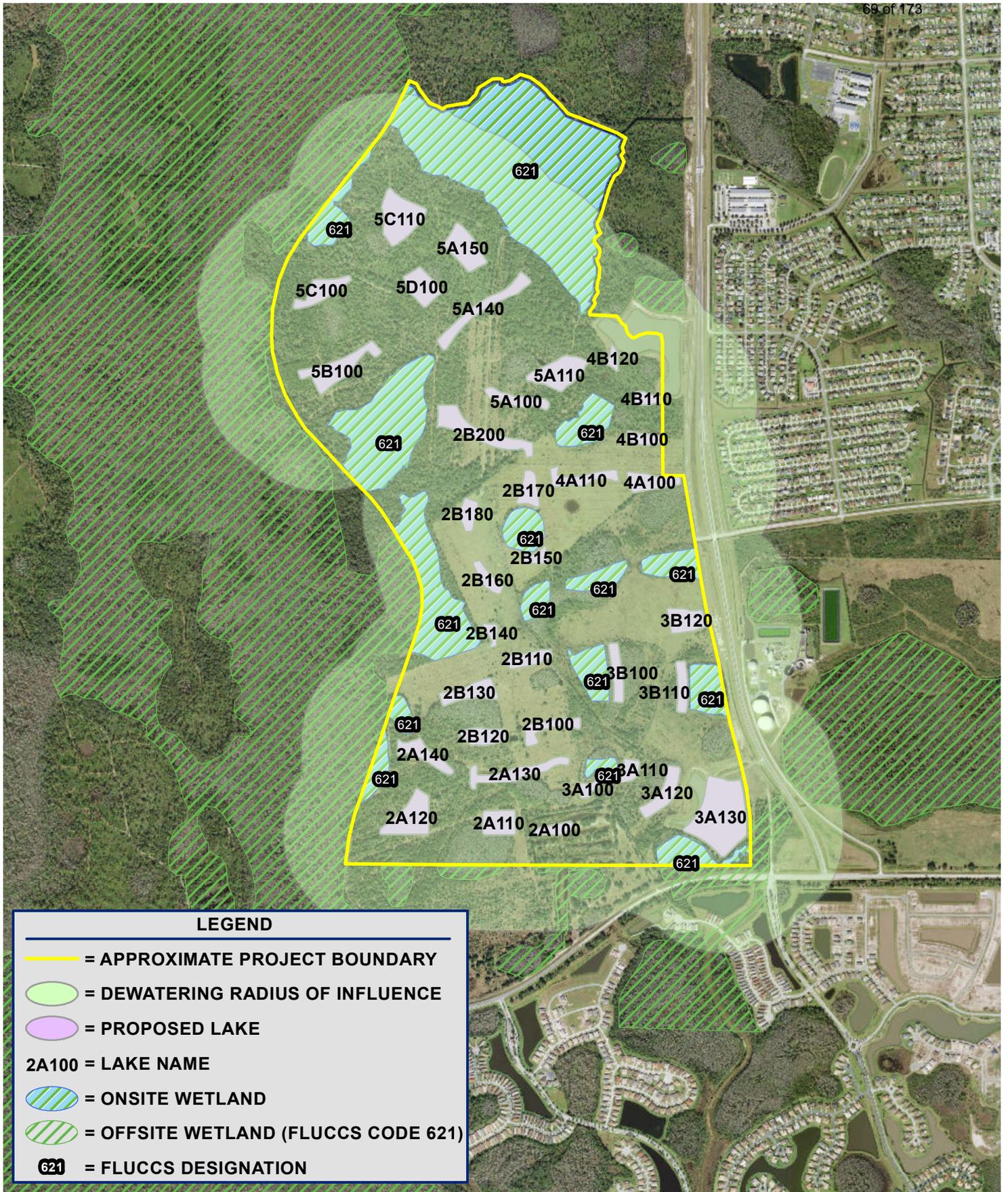
PROJECT NUMBER: 3622-02

JANUARY 2023

NOT TO SCALE

SIDE PROFILE OF TYPICAL FEATURES OF THE PROJECT SITE.

Tentative Order of Excavation	Lake Name	Lake Area (Acres)	Est. Dewatering Duration (Days)	Average Daily Pumpage (MG)	Estimated Volume (MG)
1	3A130	11.34	56.7	8.0	454
2	3A120	2.91	14.5	8.0	116
3	3A110	1.19	6.0	8.0	48
4	3A100	0.82	4.1	8.0	33
5	2A100	1.24	6.2	8.0	50
6	2A110	2.84	14.2	8.0	113
7	2A120	4.74	23.7	8.0	190
8	2A130	3.74	18.7	8.0	149
9	2A140	2.58	12.9	8.0	103
10	2B120	2.31	11.5	8.0	92
11	2B100	2.32	11.6	8.0	93
12	3B110	1.85	9.2	8.0	74
13	3B100	2.12	10.6	8.0	85
14	2B130	2.97	14.9	8.0	119
15	2B110	1.97	9.8	8.0	79
16	3B120	2.76	13.8	8.0	110
17	2B140	0.77	3.9	8.0	31
18	2B160	1.60	8.0	8.0	64
19	2B150	1.06	5.3	8.0	43
20	2B180	1.58	7.9	8.0	63
21	2B170	2.04	10.2	8.0	82
22	4A110	2.49	12.5	8.0	100
23	4A100	2.64	13.2	8.0	105
24	4B100	1.28	6.4	8.0	51
25	4B110	1.00	5.0	8.0	40
26	4B120	0.70	3.5	8.0	28
27	5A110	4.47	22.3	8.0	179
28	5A100	2.21	11.1	8.0	88
29	2B200	5.22	26.1	8.0	209
30	5A140	3.99	19.9	8.0	160
31	5B100	4.66	23.3	8.0	186
32	5D100	3.20	16.0	8.0	128
33	5C100	2.95	14.7	8.0	118
34	5C110	5.49	27.4	8.0	219
35	5A150	3.89	19.5	8.0	156
	Total	98.94	495	N/A	3958

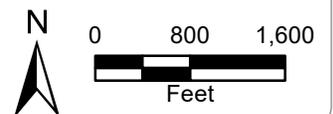


PROJECT NAME: WESTVIEW POD B

COA 30437

PROJECT NUMBER: 3622-02

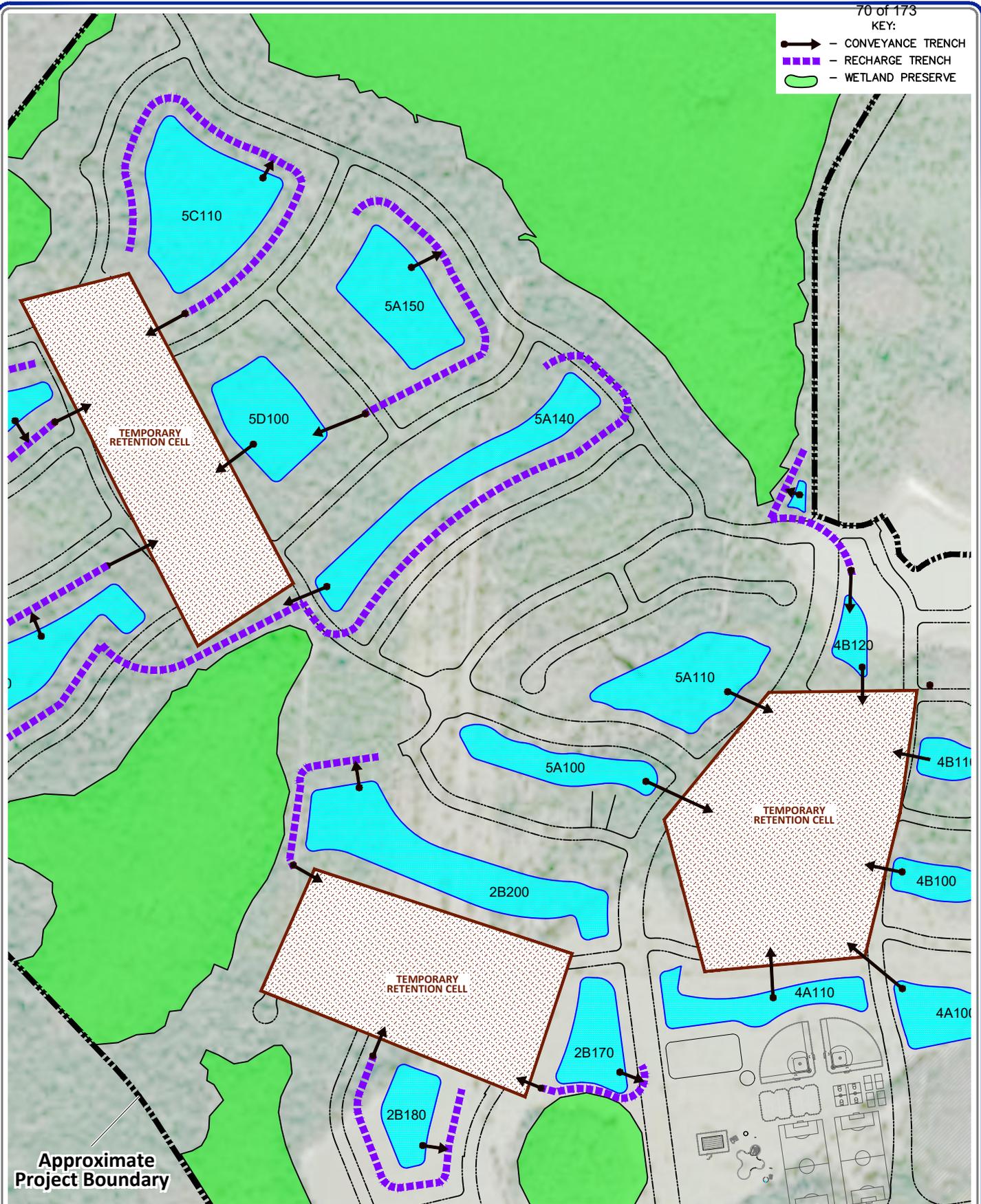
MARCH 2023



AERIAL MAP OF PROJECT SITE INCLUDING RADIUS OF INFLUENCE AND WETLAND CLASSIFICATIONS.

KEY:

-  - CONVEYANCE TRENCH
-  - RECHARGE TRENCH
-  - WETLAND PRESERVE



Approximate Project Boundary



PROJECT NAME: WESTVIEW POD B

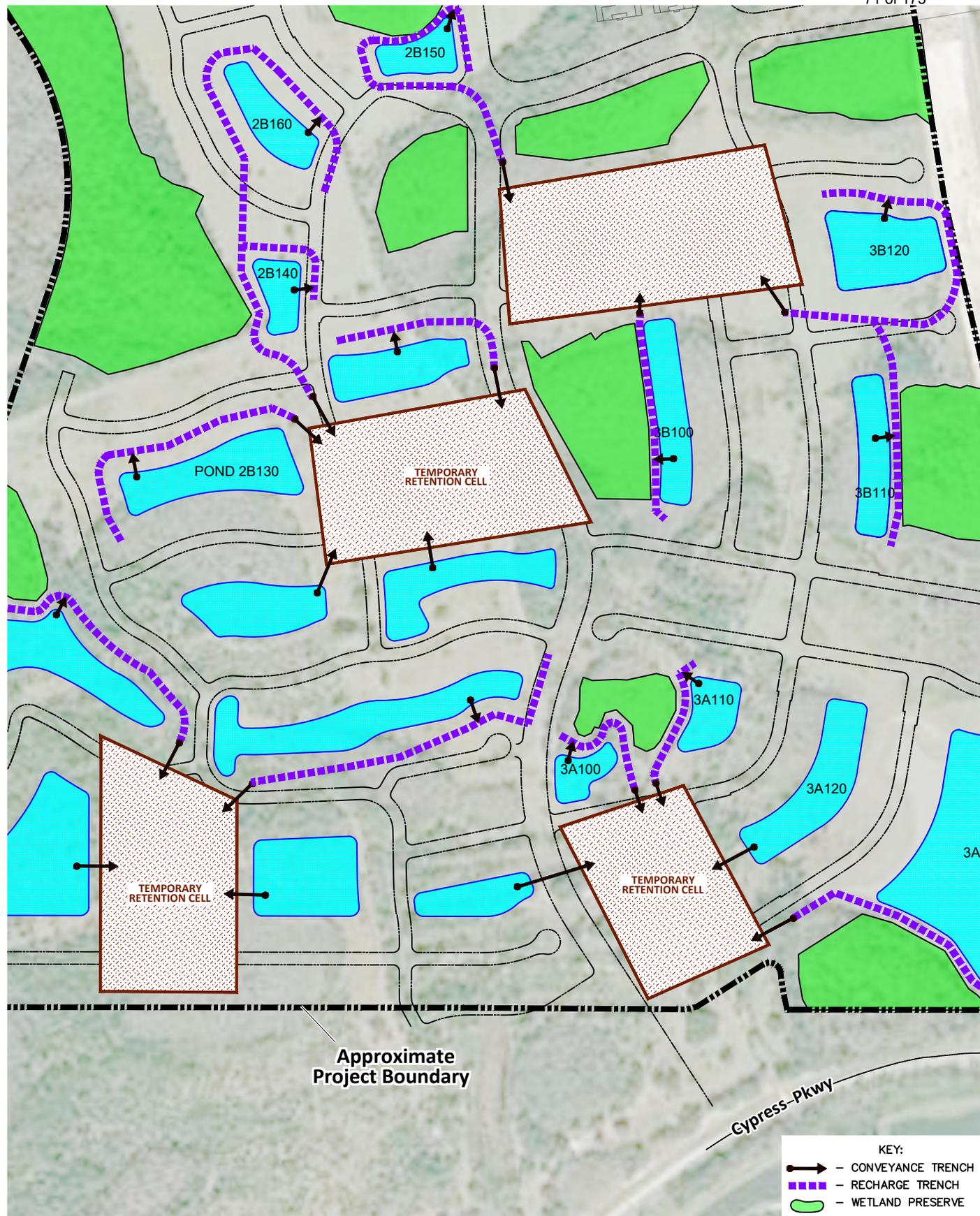
COA30437

PROJECT NUMBER: 3622-02

MARCH 2023



FIGURE 4a. CONCEPTUAL DESIGN FOR LAKES DEWATERING.



PROJECT NAME: WESTVIEW POD B

COA30437

PROJECT NUMBER: 3622-02

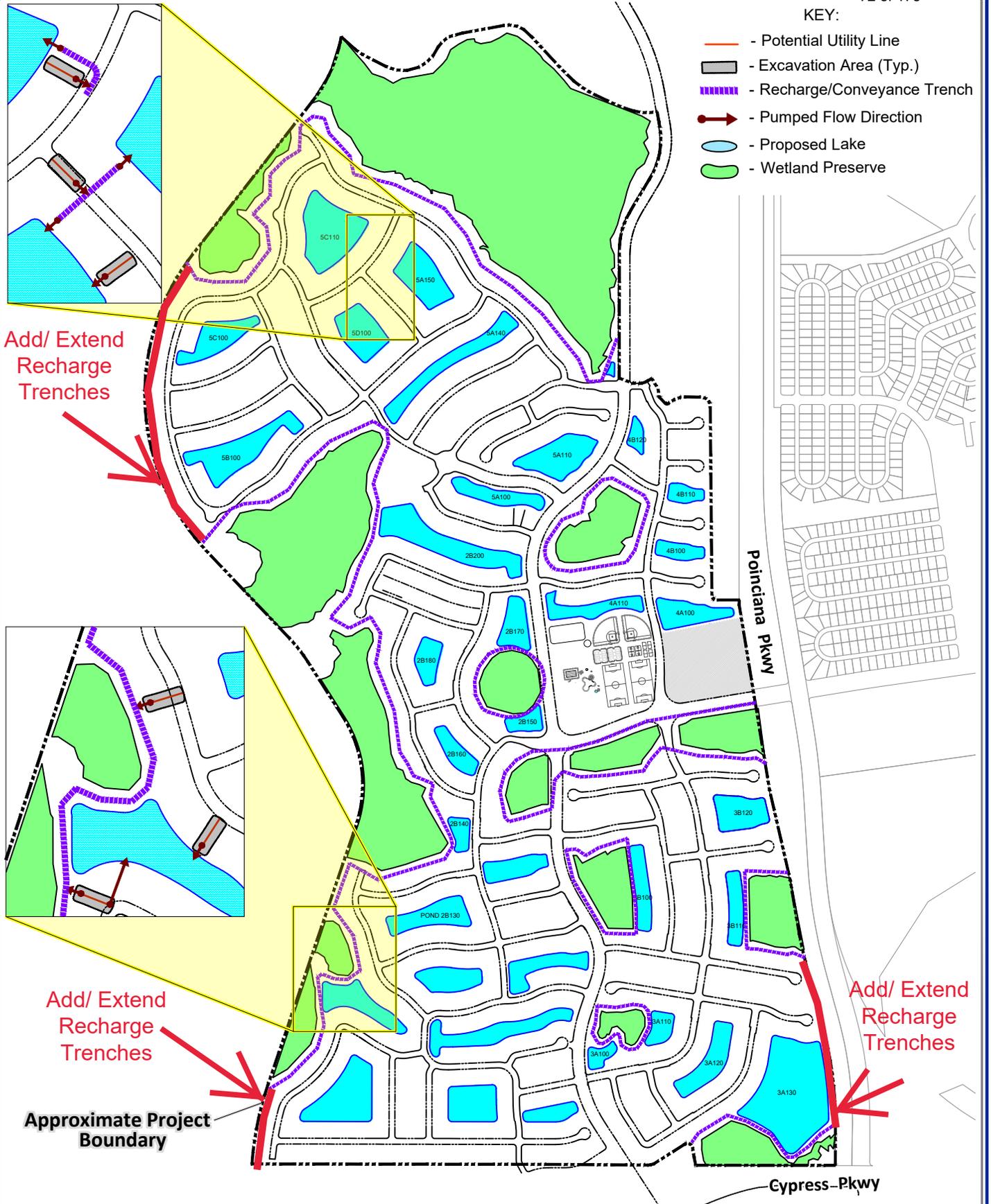
MARCH 2023



FIGURE 4b. CONCEPTUAL DESIGN FOR LAKES DEWATERING.

KEY:

- Potential Utility Line
- Excavation Area (Typ.)
- Recharge/Conveyance Trench
- Pumped Flow Direction
- Proposed Lake
- Wetland Preserve



PROJECT NAME: WESTVIEW POD B
 PROJECT NUMBER: 3622-02

COA30437
 FEBRUARY 2023

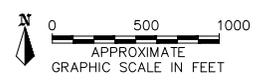
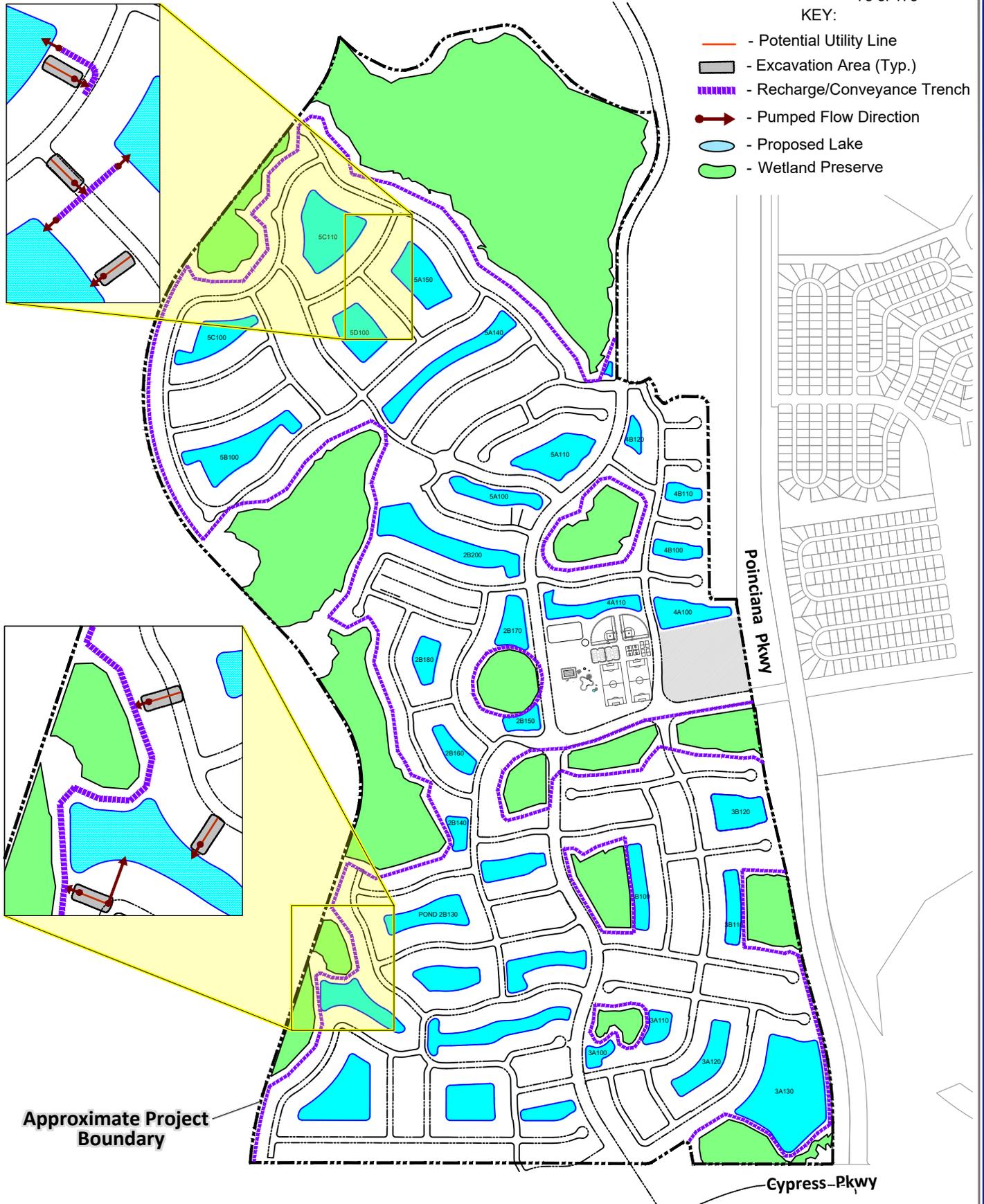


FIGURE 5. CONCEPTUAL DEWATERING FOR UTILITY INSTALLATIONS.

KEY:

- Potential Utility Line
- Excavation Area (Typ.)
- Recharge/Conveyance Trench
- Pumped Flow Direction
- Proposed Lake
- Wetland Preserve



Approximate Project Boundary

Poinciana Pkwy

Cypress Pkwy



PROJECT NAME: WESTVIEW POD B

PROJECT NUMBER: 3622-02

COA30437

MARCH 2023

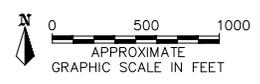


FIGURE 5. CONCEPTUAL DEWATERING FOR UTILITY INSTALLATIONS.

Requirement by Permit Condition Report

App No: 221129-10

Permit No: 49-02922-W

Project Name: WESTVIEW POD B

Permit Condition No:		Permit Condition Code:			
15		<u>WUSTD022-7</u>			
Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date	
Pump-5	Daily withdrawal for Pump-5	Daily	Data Held On Site	31-OCT-2023	
Pump-2	Daily withdrawal for Pump-2	Daily	Data Held On Site	31-OCT-2023	
Pump-6	Daily withdrawal for Pump-6	Daily	Data Held On Site	31-OCT-2023	
Pump-4	Daily withdrawal for Pump-4	Daily	Data Held On Site	31-OCT-2023	
Pump-1	Daily withdrawal for Pump-1	Daily	Data Held On Site	31-OCT-2023	
Pump-3	Daily withdrawal for Pump-3	Daily	Data Held On Site	31-OCT-2023	
19		<u>WUDWT014-1</u>			
Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date	
PERMIT	Dewatering Commencement Notification for PERMIT	One time Only	One time Only	01-OCT-2023	
22		<u>WUDWT020-1</u>			
Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date	
PERMIT	Annual Dewatering Status Report for WESTVIEW POD B	Yearly	Yearly	31-DEC-2023	

WESTVIEW POD B

Application No: 221129-10

Permit No: 49-02922-W

INTERNAL DISTRIBUTION

X Brian Collins

EXTERNAL DISTRIBUTION

- X Permittee - L T Westview, LLC
- X Engr Consultant - Water Science Associates, Inc

GOVERNMENT AGENCIES

- X Dept of Environmental Protection
- X Div of Recreation and Park - District 3 - Jason Depue, FDEP

Exhibit No: 7



Exhibit "C"

Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

77 of 173
T 407.423.8398
F 407.843.1070

January 16, 2025

GAI Project No. A171207.02

Ms. Tricia Adams
Government Management Services-Central Florida, LLC
291 E. Livingston Street
Orlando, Florida 32801

Poinciana West Community Development District Pond 19A Inspection Report

Dear Ms. Adams:

On January 15, 2025, GAI was on site to inspect the repairs completed to Pond 19A. As we understand, the water level in Pond 19A dropped recently and is suspected to be caused by dewatering in adjacent development projects. The low water level in Pond 19A left the banks susceptible to pond bank erosion. The repairs completed were intended to remedy the damage. The findings below summarize the observations of the inspection.

In general, the water level in the pond is still relatively low. The bank areas exposed above water level need to be hand-graded and compacted to eliminate the ruts. This includes the area west of the sod repairs. The ruts range from 6-24 inches deep. It appears the area was recently maintained and overgrowth cut down. Larger sticks and twigs need to be disposed of away from the pond not to deteriorate water quality. Sod should be extended toward the water's edge several more feet (ideally 2-3 feet). There is netting left over where the original sod was placed. The sod should extend at least to the area where the netting exists. The sod should also be hand-watered so it can get established.

The following pictures highlight the existing conditions.

The area around the structure on the east side has not been backfilled. The piping is exposed.

There is an area along the southwest side of the pond, about 25 feet west from the edge of the sod repair along that side where there is a gully in the replacement sod. This needs to be regraded and resodded.

To summarize, additional work is needed to deem the repairs complete. Please let me know if you have any questions or need further information.

Sincerely,

GAI Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'K. Leo'.

Kathleen S. Leo, P.E.
Vice President



Exhibit 1 – Erosion around structure on the east side



Exhibit 2 – Erosion behind structure on the east side



Exhibit 3 View looking east along the south pond bank



Exhibit 4 View looking east along the south pond bank. Netting exists of original sod about 3 ft above water line



Exhibit 5 Large gully at the southeast corner of the pond



Exhibit 6 Twigs along bank edge



Exhibit 7 Gully in newly placed sod on the southern edge of the pond closest to Solivita Blvd.



CLARK & ALBAUGH

PROFESSIONAL LIMITED LIABILITY COMPANY

Scott D. Clark, Esq.

March 6, 2025

By certified mail – Return receipt requested

LT Westview, LLC
4900 North Scottsdale Road, Suite 2000
Scottsdale, Arizona 85251

Taylor Morrison of Florida, Inc.
4900 North Scottsdale Road, Suite 2000
Scottsdale, Arizona 85251

Westview South Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Jr. Davis Construction Company, Inc.
210 Hanger Road
Kissimmee, Florida 34741
Attn: James B. Davis, Jr.

RE: Damage to Pond 19A / Tract 19A, Solavita Phase 7F, Plat Book 161, Page 7, Public Records of Polk County, Florida (“Pond 19A”)

Dear Sirs:

This firm is counsel to the Poinciana West Community Development District (“PWCDD”) and this letter is provided at the direction of its Board of Supervisors.

Each of you is a current or former party to that certain “Taylor Morrison Master Agreement for Land Development Services” between Taylor Morrison of Florida, Inc. (“Taylor Morrison”) and Jr. Davis Construction Company, Inc. (“Contractor”), dated March 28, 2022 (the “Agreement”), as subsequently assigned to LT Westview, LLC (“LTW”) and to Westview South Community Development District (“CDD”). The agreement provided for certain development work to be performed within Pod B of the development known as Westview. The work as defined by the contract scope included mass grading and excavation with significant dewatering activities. The work appears to have been performed pursuant to the terms and conditions of South Florida Water Management District Permit No. 49-02922-W (the “Permit”), as well as other applicable permits. The Permit contained certain requirements intended to avoid damage to properties outside of the work area.



LT Westview, LLC, et. al.
March 6, 2025
Page two

In late July, 2024, concurrent with the construction schedule set forth in the Agreement, PWCDD staff received reports of abnormal water levels in Pond 19A. The lowered water levels created damage to Pond 19A. The lowered water level persisted during the rainy season of 2024. After additional investigation by PWCDD staff and its District Engineer, it became apparent that the water level issue coincided with construction work on Westview Pod B. Our District Manager contacted Taylor Morrison, provided details and photographs of Pond 19A and requested that a remediation plan be formulated. During approximately two months of continued follow-up, no plan was proposed.

At some time on or about December 2, 2024, without any prior notice or coordination, work vehicles and equipment believed to belong to Contractor arrived at Pond 19A and began to perform repairs. After this work was well underway, a representative of Taylor Morrison notified PWCDD of the work.

Subsequent to the alleged repair work being completed, PWCDD engaged its engineer to inspect and report on the work. That report concluded that the attempted repairs were inadequate and that additional repairs were required to restore Pond 19A to its prior condition. A copy of the inspection report is attached to this letter.

The PWCDD Board of Supervisors is greatly disturbed that one or more of the addressed parties entered on PWCDD property and performed construction activities without notice to PWCDD, much less without authorization to do so. Only PWCDD, as owner and maintenance entity of the pond, could have authorized such activity. These actions constitute a trespass. Moreover, the commencement of remedial work without consultation with PWCDD was an egregious and wrongful act.

Because of these events, the PWCDD has elected to finish the required corrective work through a contractor of its choice. Bids have been solicited and the work will likely be approved in the near future. PWCDD will expect to be made whole for any expenses, including the professional fees, made necessary by this situation. We will continue to communicate with you about those costs as work is completed. It will be completely up to the addressees how to allocate those expenses between yourselves.

We will be in touch.

Sincerely,



Scott D. Clark

cc: District Manager
Board of Supervisors

SECTION VII

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, January 13, 2025 by and between the Poinciana West Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Poinciana West Community Development District.
3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Monday, September 15, 2025**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Special District Representative

Print name

Title

Date

Neil Combee
Polk County Property Appraiser
By:



Neil Combee, Property Appraiser

SECTION VIII

ENGINEERING AGREEMENT

WHEREAS, the Poinciana West Community Development District (“District”), a special-purpose unit of local government established and existing pursuant to Chapter 190, Florida Statutes, solicited for proposals from companies interested in serving as Engineer to the District; and

WHEREAS, RAYL ENGINEERING & SURVEYING, LLC, a limited liability company duly registered and doing business in Florida (“Engineer”), submitted a proposal to serve as Engineer and provide engineering services to the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) received multiple responses to its request for qualifications, and ranked Engineer as its choice to meet its engineering needs; and

WHEREAS, the District intends to employ Engineer to perform engineering, surveying, planning, landscaping, environmental management and permitting, financial and economic studies, and such other work as defined in separate work authorizations; and

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

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

THIS AGREEMENT is effective as of the date of its execution by both parties and shall remain in effect until terminated under the terms contained herein.

ARTICLE 1: SCOPE OF SERVICES

The Engineer will provide general engineering services including, but not limited to, the following:

- Preparation of any necessary reports and applications.
- Attendance (remotely) at meetings of the Board. For Regular Board meetings convened approximately six times per year, Engineer agrees that it shall not charge hourly rates for time spent travelling to and from the meeting unless in-person attendance is requested by the Board, District Manager, or any of their designees.
- Assisting in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks as requested by the Board.
- Performance of any other duties related to the provision of infrastructure and services as requested by the Board.

The Engineer shall prepare, or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by the Board. This may also include, but is not limited to, rendering assistance in the drafting of forms, proposals and contracts, issuance of certificates of construction and payment, assisting and/or supervising the bidding processes, and any other activity required by the Board.

The Engineer shall, when authorized by the Board for construction projects approved by the Board, provide general services during the construction phase including, but not limited to, the following:

- Periodic visits to the site, or full-time construction management services, only as directed by the Board.
- Processing of contractors' pay estimates and invoices for any.
- Final inspection and requested certificates for construction, including the final certification of construction.
- Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as the owner's representative or "Engineer."
- Any other activity related to construction as authorized by the Board.

With respect to maintenance of facilities, the Engineer shall render such services as authorized in writing by the Board.

ARTICLE 2: METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option and discretion of the District.

ARTICLE 3: COMPENSATION

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

Lump-Sum Amount: The District and the Engineer shall mutually agree to a lump-sum amount for the services to be rendered payable in proportion of the work accomplished.

Hourly Personnel Rates: For meeting attendance, meeting-related services or projects where scope of services is not clearly defined, or recurring services or other projects where the

District desires, the use of the hourly compensation rates in Schedule A (the “Fee Schedule”) shall remain in effect. On the anniversary date of this Agreement, the parties may renegotiate the Fee Schedule.

ARTICLE 4:
REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures (without markup or override) made by the Engineer, its employees, or its consultants in the interest of the project for the incidental items listed below or on the Fee Schedule:

Expenses of transportation when traveling in connection with a project (other than meeting attendance not chargeable under Article 1 above), for expedited delivery fees, and fees paid for securing approval of authorities having jurisdiction over a project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District’s travel policy.

Expenses incurred in the reproduction, postage and handling of drawings and specifications except those used for in-house purposes.

ARTICLE 5:
SPECIAL CONSULTANTS

Any subconsultant to be retained by the Engineer shall be first approved in writing by the District. When a subconsultant is retained by the Engineer to assist in the provision of services, such additional special services shall be paid for on a cost basis. Such services and fees shall be included in any Work Authorization.

ARTICLE 6:
ACCOUNTING RECORDS

Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, the Engineer acknowledges that the provisions of Article 14 of this Agreement may apply to these records.

ARTICLE 7:
REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service to be used by the District and upon delivery to the District shall become the property of the District. They are not intended or represented to be suitable for reuse by others or for extensions of the work for which they were provided or on any other project. Any reuse by the District without specific written consent by the Engineer will be at the District's sole risk.

ARTICLE 8:
ESTIMATE OF COST

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

ARTICLE 9:
INDEPENDENT CONTRACTOR

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

ARTICLE 10:
INSURANCE

The Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Worker's Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
<i>Bodily Injury</i>	
<i>Property Damage</i>	
Professional Liability for Errors and Omissions	\$1,000,000.

The Engineer shall provide the District with a certificate evidencing compliance with the above terms and naming the District as an additional insured, except for worker's compensation and professional liability policies. The Engineer shall provide the District with thirty (30) days notice of cancellation of such insurance. At no time shall the Engineer be without insurance in the above amounts.

ARTICLE 11: **CONTINGENT FEE**

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

ARTICLE 12: **AUDIT**

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

ARTICLE 13: **INDEMNIFICATION**

The Engineer agrees to indemnify and hold harmless the District, its officers, the District Manager and employees, of and from liabilities, claims, causes of action, demands, suits, or losses by any person, corporation or other entity to the extent caused by the negligent acts, errors or

omissions of the Engineer or Engineer's agents or employees, in the performance of professional services under this Agreement. The Engineer agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, Florida Statutes, or any other Statute or law. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

The District recognizes that the Engineer is entering into this Agreement during an ongoing enterprise and that the Engineer has had no involvement in any matters of the District including design or construction of the District's works. In consideration of the foregoing, the District agrees that it has no claim against Engineer and its officers, related directors, employees, agents, successors and assigns from any and all liabilities, claims, causes of action, demands, suits or losses by any person, corporation or other entity arising from the design, construction or any other matter associated with the District's works that have occurred prior to the date of this Agreement.

ARTICLE 14:
PUBLIC RECORDS

The Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes.

ARTICLE 15:
EMPLOYMENT VERIFICATION

A. The District is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021. By signing this Agreement Engineer acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Engineer further confirms that it shall only subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to Engineer the affidavit described in section 448.095(5)(b). Engineer must maintain a copy of the subcontractor's affidavit for the duration of this Agreement.

B. Upon a good faith belief that Engineer has knowingly violated section 448.09(1), District shall terminate this Agreement. Such termination shall not constitute a breach by the District. In addition, Engineer may not thereafter be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and shall be liable to District for any additional costs incurred thereby as a result of the termination.

C. Upon a good faith belief that any of Engineer's subcontractors have knowingly violated section 448.09(1), but the Engineer otherwise complied with this subsection, District shall promptly notify the Engineer and order the Engineer to immediately terminate its contract with the subcontractor.

ARTICLE 16:
CONTROLLING LAW

The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought hereunder shall be brought in the courts of Polk County, Florida.

ARTICLE 17:
WAIVER OF JURY TRIAL

The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect to any action, proceeding or counterclaim based on this contract arising out of, under, or in connection with this contract or any document or instrument executed in connection with this contract, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject agreement.

ARTICLE 18:
ASSIGNMENT

Neither the District nor the Engineer shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants, as appropriate, pursuant to Article 5 herein.

ARTICLE 19:
AMENDMENT

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

ARTICLE 20:
TERMINATION

The District may terminate this Agreement, in whole or in part, for failure of the Engineer to perform in accordance with the terms of this Agreement or for any reason, at the District's sole discretion, upon thirty (30) days written notice. The Engineer may terminate this Agreement for cause upon ninety (90) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so by the Board in writing. In the event of any termination, Engineer will be paid for services actually rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

**ARTICLE 24:
SEVERABILITY**

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

**ARTICLE 25:
ANTI-HUMAN TRAFFICKING AFFIDAVIT REQUIREMENT**

The District is subject to the requirements of section 787.06(13), Florida Statutes (2024) pertaining to human trafficking. As such, Contractor must execute the affidavit attached hereto as Schedule "B."

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

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

RAYL ENGINEERING & SURVEYING, LLC

By: _____
Name: _____
Title: _____

SCHEDULE A FEE SCHEDULE



Public Sector Hourly Rate Schedule

Rates are effective Through December 31, 2024 and are subject to increase annually.

Sr. Professional/Principal.....	\$ 225.00/hour
Project Engineer/PE.....	\$ 175.00/hour
Professional Surveyor & Mapper/PSM.....	\$ 175.00/hour
Sr. Project Manager.....	\$ 165.00/hour
Project Engineer/E.I.....	\$ 150.00/hour
Project Manager.....	\$ 120.00/hour
Sr. Design Technician.....	\$ 110.00/hour
Design Technician.....	\$ 100.00/hour
Technical Support/CAD.....	\$ 95.00/hour
Survey Crew (2 or 3 man)	\$ 225.00/hour
Survey Crew (1 man)	\$ 200.00/hour
Executive & Administrative Assistant/Office Manager.....	\$ 75.00/hour
Clerical Assistant.....	\$ 65.00/hour
Expert Witness Testimony/Research/ Support Services.....	\$ 425.00/hour

SCHEDULE B
ANTI-HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY
ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06(13), Florida Statutes (2024))

STATE OF FLORIDA
COUNTY _____

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ ("Affiant") who, being first duly sworn, on oath, says:

Affiant is an officer or authorized representative Rayl Engineering & Surveying, LLC ("Company") and Affiant attests that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024).

UNDER PENALTY OF PERJURY, I hereby declare and affirm that the above stated facts are true and correct.

DATED as of _____, 202__.

[Name]
[Title]
Affiant

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this ____ day of _____, 202__, by _____, who is personally known to me or produced _____ as identification.

Notary Public

(Seal)

SECTION IX

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Poinciana West Community Development District (“**District**”) prior to June 15, 2025, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2025/2026**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: July 16, 2025
 HOUR: 9:30 AM
 LOCATION: The Gator Room
385 Village Dr.
Poinciana, FL 34759

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to Polk County, Florida at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19TH DAY OF MARCH 2025.

ATTEST:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Poinciana West
Community Development District

Proposed Budget
FY2026



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Poinciana West
Community Development District
Proposed Budget
General Fund

	Actuals Thru 9/30/23	Actuals Thru 9/30/24	Adopted Budget FY2025	Actuals Thru 2/28/25	Projected Next 7 Months	Total Projected 9/30/25	Proposed Budget FY2026
Revenues							
Special Assessments - Tax Collector	\$ 293,698	\$ 295,613	\$ 291,299	\$ 276,940	\$ 14,359	\$ 291,299	\$ 291,299
Property Conveyance Fees	15,000	37,900	-	-	-	-	-
Interest	11,505	1,689	20,000	9,649	7,000	16,649	15,000
Miscellaneous Revenue	314	200	-	3,857	-	3,857	-
Carry Forward Balance	16,206	-	32,549	-	46,242	46,242	39,472
Total Revenues	\$ 336,723	\$ 335,402	\$ 343,848	\$ 290,446	\$ 67,601	\$ 358,047	\$ 345,771
Expenditures							
<i>Administrative</i>							
Supervisors Fees	\$ 6,000	\$ 3,600	\$ 6,000	\$ 1,200	\$ 2,400	\$ 3,600	\$ 6,000
FICA Expense	459	275	459	92	184	275	459
Engineering	15,000	3,202	15,000	1,500	5,000	6,500	15,000
Engineering - Property Conveyance	-	600	-	-	-	-	-
Attorney	20,000	12,957	20,000	9,925	19,849	29,774	25,000
Attorney - Property Conveyance	-	2,945	-	1,950	2,500	4,450	-
Arbitrage	450	450	450	450	-	450	450
Dissemination	3,800	3,500	3,675	1,531	2,144	3,675	3,785
Annual Audit	3,675	3,650	3,800	3,400	-	3,400	3,800
Trustee Fees	4,256	4,256	4,256	-	4,256	4,256	4,256
Assessment Administration	5,250	5,000	5,250	5,250	-	5,250	5,250
Management Fees	43,260	41,200	43,260	18,025	25,235	43,260	44,558
Information Technology	1,300	1,238	1,300	542	758	1,300	1,339
Website Maintenance	867	825	867	361	506	867	893
Postage	750	795	750	662	750	1,412	1,000
Printing & Binding	800	5,000	800	122	250	372	500
Insurance	5,500	215	5,500	5,200	-	5,200	5,500
Legal Advertising	2,500	1,760	2,500	873	1,500	2,373	2,500
Other Current Charges	2,400	917	2,400	667	1,335	2,002	2,400
Office Supplies	200	64	200	20	80	100	200
Property Appraiser	3,100	3,099	3,100	-	3,100	3,100	3,100
Dues, Licenses & Subscriptions	175	175	175	175	-	175	175
Total Administrative	\$ 119,742	\$ 95,723	\$ 119,742	\$ 51,945	\$ 69,847	\$ 121,792	\$ 126,165
<i>Operations & Maintenance</i>							
Field Services	\$ 10,300	\$ 10,609	\$ 11,140	\$ 4,642	\$ 6,498	\$ 11,140	\$ 11,474
Landscape Maintenance	59,070	65,188	68,449	27,690	38,766	66,455	69,476
Aquatic Control Maintenance	59,897	67,194	69,210	29,118	40,765	69,882	72,677
Aquatic Midge Maintenance	26,270	26,512	27,307	11,378	15,929	27,307	28,946
R&M Plant Replacement	-	-	3,000	-	2,000	2,000	3,000
Storm Structure Repairs	-	-	10,000	-	5,000	5,000	10,000
Contingency	-	395	20,000	-	10,000	10,000	9,033
Capital Outlay	-	-	15,000	-	5,000	5,000	15,000
Total Operations & Maintenance	\$ 155,537	\$ 169,898	\$ 224,106	\$ 72,827	\$ 123,957	\$ 196,784	\$ 219,606
Total Expenditures	\$ 275,279	\$ 265,621	\$ 343,848	\$ 124,772	\$ 193,804	\$ 318,576	\$ 345,771
Excess Revenues/(Expenditures)	\$ 61,444	\$ 69,781	\$ (0)	\$ 165,674	\$ (126,203)	\$ 39,472	\$ (0)

Net Assessments	\$	291,299
Collection Cost (6%)	\$	18,594
Gross Assessments	\$	309,893

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

Poinciana West
Community Development District
General Fund Budget

Revenues:

Special Assessments – Tax Collector

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

Interest

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

Expenditures:

Administrative:

Supervisors Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount is based on 5 supervisors attending 6 meetings during the fiscal year.

FICA Expense

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

Engineering

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

Attorney

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

Arbitrage

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

Dissemination

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

Poinciana West Community Development District General Fund Budget

Annual Audit

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

Trustee Fees

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

Assessment Administration

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

Management Fees

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

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

Telephone

Telephone and fax machine.

Postage

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

Printing & Binding

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

Insurance

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

Poinciana West Community Development District General Fund Budget

Legal Advertising

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

Other Current Charges

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

Office Supplies

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

Property Appraiser

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

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the FloridaCommerce for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Services

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

Landscape Maintenance

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

Description	Monthly	Annual
Landscape Maintenance	\$5,537.94	\$66,455
3% Increase		\$1,994
Total		\$68,449

Poinciana West Community Development District General Fund Budget

Aquatic Control Maintenance

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

Description	Monthly	Annual
Aquatic Maintenance	\$5,823.50	\$69,882
4% Increase		\$2,795
Total		\$72,677

Aquatic Midge Management

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

Description	Monthly	Annual
Aquatic Midge Control	\$2,275.60	\$27,307
6% Increase		\$1,638
Total		\$28,946

R&M – Plant Replacement

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

Storm Structure Repairs

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

Contingency

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

Capital Outlay

Represents estimated cost for any capital related projects.

Poinciana West Community Development District

Projected Fund Balance Analysis

FY 2023 Ending Fund Balance

Actual Beginning Fund Balance	\$ 656,390
Plus: projected excess revenue	\$ 83,223
Projected Ending Fund Balance	\$ 739,613

FY 2024 Estimated Ending Fund Balance

Actual Beginning Fund Balance	\$ 727,015
Less: cash to balance budget	
Plus: projected excess revenue	\$ 39,472
Projected Ending Fund Balance	\$ 766,487

FY 2025 Estimated Reserves (Ending Fund Balance)

Operating Reserve (3 months)	\$ 86,443
Unreserved Fund Balance	\$ 680,044
	\$ 766,487

Poinciana West
Community Development District
Proposed Budget
Debt Service Fund

	Adopted Budget FY2025	Actuals Thru 2/28/25	Projected Next 7 Months	Total Projected 9/30/25	Proposed Budget FY2026
Revenues					
Assessments - Tax Collector	\$ 1,040,361	\$ 986,141	\$ 54,220	\$ 1,040,361	\$ 1,040,361
Assessments - Prepayments	-	5,762	-	5,762	0
Interest	-	11,917	1,083	13,000	0
Carry Forward Surplus	338,409	350,114	-	350,114	388,370
Total Revenues	\$ 1,378,770	\$ 1,353,934	\$ 55,303	\$ 1,409,237	\$ 1,428,731
Expenditures					
Administrative					
Property Appraiser	\$ 11,200	\$ 11,068	\$ -	\$ 11,068	\$ 11,200
Series 2017 R-1					
Interest - 11/1	157,071	157,071	-	157,071	148,726
Special Call - 11/1	-	5,000	-	5,000	-
Principal - 5/1	465,000	-	465,000	465,000	480,000
Interest - 5/1	157,071	-	156,863	156,863	148,726
Series 2017 R-2					
Interest - 11/1	55,504	55,504	-	55,504	52,406
Special Call -11/1	-	5,000	-	5,000	-
Principal - 5/1	110,000	-	110,000	110,000	115,000
Interest - 5/1	55,504	-	55,362	55,362	52,406
Total Expenditures	\$ 1,011,350	\$ 233,643	\$ 787,225	\$ 1,020,868	\$ 1,008,463
Excess Revenues/(Expenditures)	\$ 367,420	\$ 1,120,291	\$ (731,922)	\$ 388,370	\$ 420,268

Series 2017 R-1	
Interest - 11/1/26	\$140,086

Series 2017 R-2	
Interest - 11/1/25	\$49,315

Net Assessments	\$ 1,040,361
Collection Cost (6%)	\$ 66,406
Gross Assessments	\$ 1,106,767

Property Type	Platted Units	Gross Per Unit	Gross Total
Single Family	1601	\$686.58	\$1,099,215
Recreational	11	\$686.58	\$7,552
	1612		\$1,106,767

Poinciana West
Community Development District
Series 2017 A-1 Special Assessment Refunding Bonds

Date	Balance	Prinicpal	Interest	Total
05/01/25	\$7,725,000.00	\$465,000.00	\$156,863.13	
11/01/25	\$7,260,000.00		\$148,725.63	\$770,588.76
05/01/26	\$7,260,000.00	\$480,000.00	\$148,725.63	
11/01/26	\$6,780,000.00		\$140,085.63	\$768,811.26
05/01/27	\$6,780,000.00	\$500,000.00	\$140,085.63	
11/01/27	\$6,280,000.00		\$130,835.63	\$770,921.26
05/01/28	\$6,280,000.00	\$515,000.00	\$130,835.63	
11/01/28	\$5,760,000.00		\$121,179.38	\$767,015.01
05/01/29	\$5,760,000.00	\$535,000.00	\$121,179.38	
11/01/29	\$5,220,000.00		\$110,479.38	\$766,658.76
05/01/30	\$5,220,000.00	\$560,000.00	\$110,479.38	
11/01/30	\$4,660,000.00		\$98,929.38	\$769,408.76
05/01/31	\$4,660,000.00	\$585,000.00	\$98,929.38	
11/01/31	\$4,075,000.00		\$86,863.75	\$770,793.13
05/01/32	\$4,075,000.00	\$610,000.00	\$86,863.75	
11/01/32	\$3,465,000.00		\$74,282.50	\$771,146.25
05/01/33	\$3,465,000.00	\$635,000.00	\$74,282.50	
11/01/33	\$2,830,000.00		\$60,630.00	\$769,912.50
05/01/34	\$2,830,000.00	\$660,000.00	\$60,630.00	
11/01/34	\$2,165,000.00		\$46,440.00	\$767,070.00
05/01/35	\$2,165,000.00	\$690,000.00	\$46,440.00	
11/01/35	\$1,475,000.00		\$31,605.00	\$768,045.00
05/01/36	\$1,475,000.00	\$720,000.00	\$31,605.00	
11/01/36	\$755,000.00		\$16,125.00	\$767,730.00
05/01/37	\$755,000.00	\$750,000.00	\$16,125.00	\$771,232.50
		\$7,705,000.00	\$2,289,225.69	\$10,156,403.82

** Updated 11/1/2024

Poinciana West
Community Development District
Series 2017 A-2 Special Assessment Refunding Bonds

Date	Balance	Prinicpal	Interest	Total
05/01/25	\$1,990,000.00	\$110,000.00	\$ 55,361.88	
11/01/25	\$1,880,000.00	\$0.00	\$ 52,405.63	217,767.51
05/01/26	\$1,880,000.00	\$115,000.00	\$ 52,405.63	
11/01/26	\$1,765,000.00	\$0.00	\$ 49,315.00	216,720.63
05/01/27	\$1,765,000.00	\$120,000.00	\$ 49,315.00	
11/01/27	\$1,645,000.00	\$0.00	\$ 46,090.00	215,405.00
05/01/28	\$1,645,000.00	\$125,000.00	\$ 46,090.00	
11/01/28	\$1,520,000.00	\$0.00	\$ 42,730.63	213,820.63
05/01/29	\$1,520,000.00	\$135,000.00	\$ 42,730.63	
11/01/29	\$1,385,000.00	\$0.00	\$ 39,102.50	216,833.13
05/01/30	\$1,385,000.00	\$140,000.00	\$ 39,102.50	
11/01/30	\$1,245,000.00	\$0.00	\$ 35,340.00	214,442.50
05/01/31	\$1,245,000.00	\$150,000.00	\$ 35,340.00	
11/01/31	\$1,095,000.00	\$0.00	\$ 31,065.00	216,405.00
05/01/32	\$1,095,000.00	\$160,000.00	\$ 31,065.00	
11/01/32	\$935,000.00	\$0.00	\$ 26,505.00	217,570.00
05/01/33	\$935,000.00	\$165,000.00	\$ 26,505.00	
11/01/33	\$770,000.00	\$0.00	\$ 21,802.50	213,307.50
05/01/34	\$770,000.00	\$175,000.00	\$ 21,802.50	
11/01/34	\$595,000.00	\$0.00	\$ 16,815.00	213,617.50
05/01/35	\$595,000.00	\$185,000.00	\$ 16,815.00	
11/01/35	\$410,000.00	\$0.00	\$ 11,542.50	213,357.50
05/01/36	\$410,000.00	\$195,000.00	\$ 11,542.50	
11/01/36	\$215,000.00	\$0.00	\$ 5,985.00	212,527.50
05/01/37	\$215,000.00	\$210,000.00	\$ 5,985.00	215,985.00
		\$1,985,000.00	\$812,759.40	\$2,853,263.78

** Updated 11/1/2024

SECTION X

BENEFICIAL PLANTINGS

LITTORAL PLANTINGS CONSIDERED BEST PRACTICE FOR CENTRAL FLORIDA INCLUDE PICKERELWEED, SPIKERUSH, AND DUCK POTATO.

SPIKERUSH

Spikerush is effective in utilizing water nutrients which assists in preventing nuisance algae blooms.

Spikerush is usually planted closest to the water's edge as it tolerates fluctuations in water levels. There are more than 30 types of spikerushes growing in Florida alone!



DUCK POTATO

Duck potato grows in natural marshes. It will grow in a damp muddy soil to 2 feet of water. It is an emergent that grows 2 to 4 feet tall. The plant has strong roots and can survive wide variations of the water level. Duck potato has shiny white flowers that grow on stalks.



PICKERELWEED

Ideal for shallower portions of the pond. Grows 3-4ft. tall. It has creeping underwater rhizomes with heart-shaped leaves and violet-blue spikes extending about the water. Its beautiful flowers attract bees and butterflies, as well as dragonflies, which consume mosquito larvae.

One of the more aesthetically pleasing littoral plants.



PICTURED RIGHT: THE MIX OF THE THREE BENEFICIAL PLANTS WERE PLANTED ALONG THE RESIDENTIAL PROPERTY SIDE OF E3.



SECTION XI

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT

219 E. Livingston St., Orlando, FL 32801

ATTN: District Manager

DRAINAGE IMPROVEMENT INSTALLATION APPLICATION

The undersigned (“**Owner**”) represents that they are the owners of record for the property described below (“**Property**”). The Owner desires to install drainage improvements consisting of drainage pipe (“**Drainage Improvements**”) connecting from the gutter attached to the residential unit on the Property to the stormwater pond located adjacent to the Property owned and maintained by the Poinciana West Community Development District (“**CDD**”) and is submitting this Drainage Improvement Installation Application (“**Application**”) for that approval.

Owner(s) Name(s) _____

Lot/Street Address _____

City, State and Zip Code _____

Phone Number _____

Lot Tax Folio Number _____

If using a Contractor for the installation of the Drainage Improvements, please identify:

Contractor Name: _____

License Number (if applicable): _____

Contractor Phone Number: _____

(Attach Certificate of Insurance from Contractor – if applicable):

Expected Start Date: _____ Expected Completion Date: _____

OWNERS’ ACKNOWLEDGEMENT

In signing below and submitting this Application, Owner(s) acknowledge and agree as follows:

- i. The Application and the Non-Exclusive License Agreement (*Installation of Drainage Improvements*) (“**License**”) attached as **Attachment A** hereto, have been signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Polk County for the Property.
- ii. Owner(s) agree to abide by the terms of the License.
- iii. Owner(s) have received the Drain Pipe Detail Sketch, attached hereto as **Attachment B** (“**Sketch**”), which details the minimum standards and guidelines for installation of the Drainage Improvement
- iv. All Drainage Improvements must be installed per the minimum standard and guidelines provided in the Sketch, which shall be determined in the sole discretion of the District Engineer.
- v. Owner(s) shall be responsible for the District’s costs (“**Costs**”) associated with processing this Application, License (review and recording), and inspection of the Drainage Improvements by District Engineer (including any re-inspections) in the amount of \$100.00. Payment shall be made by Owner with this Application.

Owner Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

District Management -- For Office Use Only

RECEIVED BY & DATE: _____ Payment Received: _____

APPROVED _____ DISAPPROVED _____

Explanation for Disapproval (if applicable): _____

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

Attachments: License (Attachment A); Sketch (Attachment B)

Attachment A
LICENSE AGREEMENT

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

[Space above for recording purposes]

Parcel ID for Property: _____

**NON-EXCLUSIVE LICENSE AGREEMENT
(INSTALLATION OF DRAINAGE IMPROVEMENT)**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20___, by and between:

POINCIANA WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston St., Orlando, FL 32801 (hereinafter, the “**District**”); and

_____ and _____, (together, “**Owner**”), the fee simple owners of the “**Property**” identified as:

Lot ___, Block ___, as per the plat identified as _____ [insert plat name] (“**Plat**”) recorded in Plat Book ___, Pages ___ et. seq., of the Official Records of Polk County, Florida.

WITNESSETH

WHEREAS, Owner owns the Property located within the District, which Property is located adjacent to District-owned stormwater pond(s) identified as Parcel I.D. _____ (the “**Drainage Facility**”); and

WHEREAS, Owner desires to construct drainage improvements consisting of drainage pipe connecting from the gutter attached to the residential unit on the Property to the nearest Drainage Facility consistent with the minimum standards and guidelines attached hereto as **Exhibit A** and incorporated herein (the “**Improvements**”), which Improvements will run through and encroach (the “**Encroachment**”) into that portion of the Drainage Facility located adjacent to the Property (the “**License Area**”); and

WHEREAS, Owner requested that the District authorize such Encroachment into the License Area in order to facilitate construction of the Improvements; and

WHEREAS, the District has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

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

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

2. LICENSE FOR INSTALLATION & MAINTENANCE OF DRAINAGE IMPROVEMENT; LIMITATION. Subject to the terms of this Agreement, the District hereby grants to Owner a non-exclusive, revocable license for the sole purpose of installing and maintaining the Improvements within the License Area. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Improvements for purposes of the Encroachment into the License Area and does not authorize any other encroachment.

3. OWNER'S RESPONSIBILITIES. Owner shall have the following responsibilities as a condition of the District's authorization of Owner's License rights granted herein for the installation, operation and maintenance of the Improvements in the License Area. Specifically, Owner shall:

(a) be fully responsible for the installation, operation and maintenance of the Improvements;

(b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the applicable homeowners' association pursuant to its declaration of covenants, conditions and restrictions, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the installation of Improvements;

(c) ensure that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;

(d) be fully responsible for utility location on the Property and in the License Area;

(e) ensure that the installation, operation and maintenance of the Improvements does not damage any property of the District, or any third party's property, and, in the event of any such damage, Owner shall immediately repair the damage or compensate the District for such repairs to District property, at the District's option;

(f) ensure that Owner's exercise of privilege granted hereunder does not interfere with the District's rights to maintain the Drainage Facility and/or negatively impact the District's stormwater system, as determined in the District Engineer's sole discretion. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipes utilities that may be located within the Drainage Facility. Owner shall be responsible for locating and identifying any such stormwater improvements and/or utilities, if any;

(g) ensure that the District has free access to and from the stormwater management system, including allowing access to the Improvements, for the District to operate, maintain and repair the same, as needed;

(h) upon completion of the installation, continue to operate, maintain and repair the Improvements, in good and working condition; and

(i) keep the License Area free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.

4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS. The privilege and permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Drainage Facility described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. Owner shall exercise the privilege granted herein at Owner's risk, and agrees that Owner shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, with adequate written notice, the District may remove all, or any portion of the Improvements, at Owner's expense, in order to repair or maintain the District's stormwater management facilities, and that the District is not obligated to re-install the Improvements to its original location and specification and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

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

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

6. ASSIGNMENT; TERMINATION. Upon the sale of the Property, the Owner shall advise any successor(s) in interest and/or assign(s) of any portions of the Property ("Successor Owner") of the terms and conditions of this Agreement and Owner shall have the right to assign

this Agreement to any such Successor Owner. Whenever the word “Owner” is used within this Agreement, it shall be deemed to collectively mean and refer to the current fee simple record owners of the Property and its successors in interests and assigns. Notwithstanding anything else provided herein, the District, in its sole discretion, shall have the right to revoke the License and/or terminate this Agreement without cause at any time. The District may, at its option, record this Agreement in the public records of Polk County.

7. AMENDMENTS. Except as may be otherwise set forth herein, this Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of Polk County, Florida.

8. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. ENFORCEMENT. In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys’ fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

10. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[Signatures on the following pages]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date and year first written above:

Signed, sealed and delivered
in the presence of:

**POINCIANA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Witness:

By:_____

Chairperson, Board of Supervisors

Witness:

By:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing agreement was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by _____, as Chairperson of the Poinciana West Community Development District, who_____ is personally known to me or ___ produced _____ as identification.

Notary Public, State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

[Signature page of License Agreement (Installation of Drainage Improvements)]

Signed, sealed and delivered
in the presence of:

Witness:

Owner

By: _____

By: _____

Witness:

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing agreement was acknowledged before me by means of ___ physical presence
or ___ online notarization, this ___ day of _____, 20___, by _____, as
_____, who _____ is personally known to me or ___ produced
_____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

[Signature page of License Agreement (Installation of Drainage Improvements)]

Signed, sealed and delivered
in the presence of:

Witness:

Owner

By: _____

By: _____

Witness:

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing agreement was acknowledged before me by means of ___ physical presence
or ___ online notarization, this ___ day of _____, 20__, by _____, as
_____, who_____ is personally known to me or ___ produced
_____ as identification.

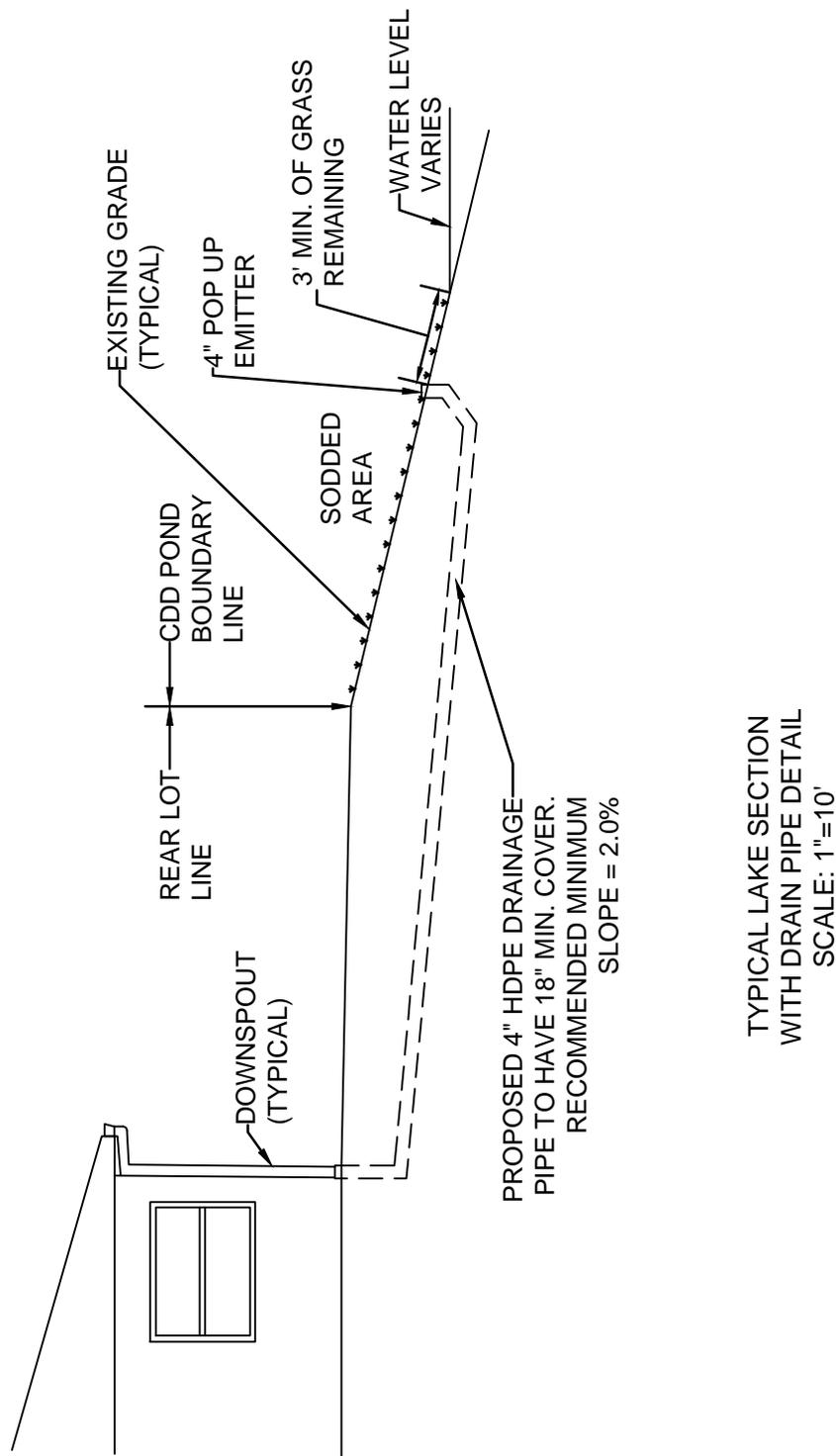
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

Exhibit A

License Area and Proposed Improvements

[See attached]

Attachment B
SKETCH



TYPICAL LAKE SECTION
WITH DRAIN PIPE DETAIL
SCALE: 1"=10'

TYPICAL DRAIN PIPE DETAIL

REVISIONS	
DATE:	DESCRIPTIONS

POINCIANA WEST

CDD



gai consultants
EB 9951
618 SOUTH ST. SUITE 700
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8398

DATE:	2024-07-23
DRAWN BY:	CDA
APPROVED BY:	KSL
SCALE:	AS SHOWN
PROJECT NO.:	A171208.00
SHEET NO.	EX-1

SECTION XII

Poinciana West

Community Development District

5385 N Nob Hill Road • Sunrise, FL 33351 • (954) 721-8681 (954) 721-9202

FEBRUARY 4, 2025

Grau & Associates
1001 Yamato Road, Suite 301
Boca Raton, Florida 33431

This representation letter is provided in connection with your audit of the financial statements of Poinciana West Community Development District, Polk County, Florida ("District"), as of September 30, 2024, and for the fiscal year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position and the results of operations of the various opinion units of the District in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

This representation letter is also provided in connection with your examination of the District's compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024 which was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of February 4, 2025:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter for the 2024 audit, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
2. We acknowledge our responsibility 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.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us.
5. We have reviewed, approved, and taken responsibility for the financial statements and related notes.
6. We have reviewed and approved the various adjusting journal entries, if any, that were proposed by you for recording in our books and records and are reflected in the financial statements.
7. We have a process to track the status of audit findings and recommendations.
8. We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented, as applicable.
9. We have provided to you our views on reported audit findings, conclusions, and recommendations, as well as planned corrective actions.
10. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures, are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of the applicable financial reporting framework.

Poinciana West

Community Development District

5385 N Nob Hill Road • Sunrise, FL 33351 • (954) 721-8681 (954) 721-9202

11. Related party relationships and transactions, if any, have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
12. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed, if applicable.
13. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
14. All component units are included and are properly disclosed.
15. All funds and activities are properly classified.
16. All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
17. All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
18. We are following GASB Statement No. 54, paragraph 19, to determine the fund balance classifications for financial reporting purposes.
19. All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal, as applicable.
20. All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
21. All interfund and intra-entity transactions and balances, if any, have been properly classified and reported.
22. Provisions for uncollectible receivables, if any, have been properly identified and recorded.
23. Special items and extraordinary items have been properly classified and reported.
24. Deposit and investment risks, if any, have been properly and fully disclosed.
25. Capital assets, including infrastructure assets, if any, are properly capitalized, reported, and if applicable, depreciated.
26. Leases, SBITAs and related activity, if any, are properly calculated, reported, and disclosed in accordance with GASB Statements No. 87 and No. 96.
27. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
28. With regard to investments and other instruments reported at fair value:
 - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
 - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
29. With respect to financial statement preparation, we have performed the following:
 - Made all management decisions and performed all management functions;
 - Assigned a competent individual to oversee the services;

Poinciana West

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- Evaluated the adequacy of the services performed;
 - Evaluated and accepted responsibility for the result of the service performed; and
 - Established and maintained internal controls, including a process to monitor the system of internal control.
30. With respect to the GASB 87 Lease and GASB 96 SBITA calculation preparation services, we have performed the following:
- Made all management decisions and performed all management functions;
 - Assigned a competent individual to oversee the services;
 - Evaluated the adequacy of the services performed;
 - Evaluated and accepted responsibility for the accuracy, completeness and reliability of all data provided to you related to the services performed
 - Evaluated and accepted responsibility for the result of the services performed; and
 - Established and maintained internal controls, including a process to monitor the system of internal control.
31. We have disclosed in the notes to the financial statements all instances in which it was determined that the District has met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes, including the District's failure to make certain debt service payments on any outstanding Bonds.

Information Provided

32. We have provided you with:
- Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
 - Additional information that you have requested from us for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
33. The financial statements and any other information included in the financial report are consistent with one another, and the other information does not contain any material misstatements.
34. We have provided you with the information for disclosure in the financial statements to be in compliance with FL Statute 218.39 (3) (c). We understand that this information will not be audited and no opinion will be expressed on it by you.
35. All transactions have been recorded in the accounting records and are reflected in the financial statements.
36. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
37. We have provided to you our analysis of the entity's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans.
38. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
- Management;
 - Employees who have significant roles in internal control; or
 - Others where the fraud could have a material effect on the financial statements.
39. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
40. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
41. We have disclosed to you the identity of all the entity's related parties and the nature of all the related party relationships and transactions, if any, of which we are aware.

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42. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
43. The District has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
44. We have disclosed to you all guarantees, whether written or oral, under which the District is contingently liable, if any.
45. There are no nonexchange financial guarantees under which we are obligated to declare liabilities and disclose.
46. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, if any. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
47. We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
48. There are no:
 - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
 - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
49. The District has satisfactory title to all owned assets (not right to use assets that are leased), and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
50. We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
51. With regard to the requirements of Section 218.415, Florida Statutes:
 - We acknowledge our responsibility for complying with these requirements.
 - We acknowledge our responsibility for establishing and maintaining effective internal control over compliance.
 - We have performed an evaluation of the District's compliance with these requirements and the District's controls for ensuring compliance and detecting noncompliance with requirements, as applicable.
 - We have disclosed all known instances of noncompliance with these requirements as of September 30, 2024.
 - We have made available all documentation related to compliance with these requirements.

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- We have disclosed any communications received from regulatory agencies, internal auditors, and other practitioners concerning possible noncompliance with these requirements, including communications received after September 30, 2024.
- We have disclosed any known instances of noncompliance with these requirements occurring subsequent to September 30, 2024.

(Name of Chief Executive Officer and Title)

(Name of Chief Financial Officer and Title)

SECTION XIII

SECTION C

SECTION 1

Poinciana West
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2025
Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
1/1-1/31	2102-2105	\$124,772.50
2/1-2/28	2106-2112	\$30,675.51
TOTAL		\$155,448.01

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/09/25	00033	1/01/25	19017	202412	310	51300	31500		CLARK & ALBAUGH, LLP	*	799.50	799.50	002102
1/09/25	00007	1/01/25	29804	202501	320	53800	46200		FLORALAWN 2, LLC	*	5,537.94	5,537.94	002103
1/09/25	00001	1/01/25	194	202501	310	51300	34000		GOVERNMENTAL MANAGEMENT SERVICES-CF	*	3,605.00	5,020.16	002104
		1/01/25	194	202501	310	51300	35200			*	72.25		
		1/01/25	194	202501	310	51300	35100			*	108.33		
		1/01/25	194	202501	310	51300	31300			*	306.25		
		1/01/25	195	202501	320	53800	12000			*	928.33		
1/09/25	00013	1/09/25	TAX REC	202501	300	20700	10000		POINCIANA WEST CDD C/O US BANK	*	113,414.90	113,414.90	002105
2/07/25	00005	1/15/25	99990001	202501	320	53800	47100		CLARKE ENVIRONMENTAL MOSQUITO	*	2,275.60	2,275.60	002106
2/07/25	00033	2/01/25	19048	202501	310	51300	31500		CLARK & ALBAUGH, LLP	*	4,157.00	6,107.00	002107
		2/01/25	19049	202501	310	51300	31500			*	1,950.00		
2/07/25	00007	2/01/25	30298	202502	320	53800	46200		FLORALAWN 2, LLC	*	5,537.94	5,537.94	002108
2/07/25	00016	1/31/25	2214310	202501	310	51300	31100		GAI CONSULTANTS, INC	*	1,500.00	1,500.00	002109
2/07/25	00045	2/04/25	26856	202502	310	51300	32200		GRAU AND ASSOCIATES	*	3,400.00	3,400.00	002110

POIW POIN WEST CDD PPOWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/07/25	00046	1/15/25 43	202501 310-51300-42000	REIMB POSTAGE EXPENSE	*	207.97		
							POLK COUNTY TAX COLLECTOR	207.97 002111
2/07/25	00041	1/01/25	PSI13778 202501 320-53800-47000	JAN 25 - LAKE MAINT	*	5,823.50		
		2/01/25	PSI14353 202502 320-53800-47000	FEB 25 - LAKE MAINT	*	5,823.50		
							SOLITUDE LAKE MANAGEMENT, LLC	11,647.00 002112
TOTAL FOR BANK A						155,448.01		
TOTAL FOR REGISTER						155,448.01		

SECTION 2

Poinciana West
Community Development District

Unaudited Financial Reporting
February 28, 2025



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9	<hr/>	Current Investment Schedule
10	<hr/>	Check Register Summary

Poinciana West
Community Development District
Combined Balance Sheet
February 28, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Account	\$ 288,481	\$ -	\$ 288,481
Due from Debt Service	\$ -	-	-
Due from General Fund	-	52,402	52,402
Investments:			
State Board of Administration (SBA)	38,077	-	38,077
Money Market Account	534,706	-	534,706
Bank United CD 12MT	150,000	-	150,000
Series 2017R-1 & R-2			
Reserve R-1	-	397,893	397,893
Reserve R-2	-	123,551	123,551
Revenue	-	1,064,332	1,064,332
Prepayment R-1	-	8,413	8,413
Prepayment R-2	-	1,212	1,212
Prepaid Expenses	-	-	-
Deposits	-	-	-
Total Assets	\$ 1,011,264	\$ 1,647,803	\$ 2,659,067
Liabilities:			
Accounts Payable	\$ 8,182	\$ -	\$ 8,182
Due to General Fund	-	-	-
Due to Debt Service	52,402	-	52,402
Total Liabilities	\$ 60,584	\$ -	\$ 60,584
Fund Balance:			
Restricted for:			
Debt Service	\$ -	\$ 1,647,803	\$ 1,647,803
Assigned for:			
Capital Reserves	-	-	-
Unassigned	950,680	-	950,680
Total Fund Balances	\$ 950,680	\$ 1,647,803	\$ 2,598,483
Total Liabilities & Fund Balance	\$ 1,011,264	\$ 1,647,803	\$ 2,659,067

Poinciana West
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2025

	Adopted Budget	Prorated Budget Thru 02/28/25	Actual Thru 02/28/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 291,299	\$ 276,940	\$ 276,940	\$ -
Interest Income	20,000	8,333	9,649	1,316
Property Conveyance Fees	-	-	-	-
Miscellaneous Revenue	-	-	3,857	3,857
Total Revenues	\$ 311,299	\$ 285,273	\$ 290,447	\$ 5,173
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 6,000	\$ 2,500	\$ 1,200	\$ 1,300
PR-FICA	459	191	92	99
Engineering	15,000	6,250	1,500	4,750
Engineering - Property Conveyance	-	-	-	-
Attorney	20,000	8,333	9,925	(1,591)
Attorney - Pond Damage	-	-	1,950	(1,950)
Annual Audit	3,675	3,675	3,400	275
Assessment Administration	5,250	5,250	5,250	-
Arbitrage Rebate	450	450	450	-
Dissemination Agent	3,800	1,583	1,531	52
Trustee Fees	4,256	-	-	-
Management Fees	43,260	18,025	18,025	-
Information Technology	1,300	542	542	0
Website Maintenance	867	361	361	-
Telephone	-	-	-	-
Postage & Delivery	750	313	662	(350)
Insurance General Liability/Public Officials	5,500	5,500	5,200	300
Printing & Binding	800	333	122	212
Legal Advertising	2,500	1,042	873	169
Other Current Charges	2,400	1,000	667	333
Office Supplies	200	83	20	63
Property Appraiser	3,100	-	-	-
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 119,742	\$ 55,607	\$ 51,945	\$ 3,662

Poinciana West
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2025

	Adopted Budget	Prorated Budget Thru 02/28/25	Actual Thru 02/28/25	Variance
<i>Operations & Maintenance</i>				
Grounds Maintenance				
Field Services	\$ 11,140	\$ 4,642	4,642	\$ 0
Landscape Maintenance	68,449	28,521	27,690	831
Aquatic Control Maintenance	69,210	28,838	29,118	(280)
Aquatic Midge Maintenance	27,307	11,378	11,378	(0)
R&M Plant Replacement	3,000	1,250	-	1,250
Storm Structure Repairs	10,000	4,167	-	4,167
Contingency	20,000	8,333	-	8,333
Capital Outlay	15,000	6,250	-	6,250
Subtotal Grounds Maintenance	\$ 224,106	\$ 93,377	\$ 72,827	\$ 20,551
Total Operations & Maintenance	\$ 224,106	\$ 93,377	\$ 72,827	\$ 20,551
Total Expenditures	\$ 343,848	\$ 148,984	\$ 124,772	\$ 24,212
Excess (Deficiency) of Revenues over Expenditures	\$ (32,549)	\$ 136,289	\$ 165,675	\$ 29,386
Net Change in Fund Balance	\$ (32,549)	\$ 136,289	\$ 165,675	\$ 29,386
Fund Balance - Beginning	\$ 32,549		\$ 785,006	
Fund Balance - Ending	\$ 0		\$ 950,680	

Poinciana West
Community Development District
Debt Service Fund Series 2017R-1 & 2017R-2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2025

	Adopted Budget	Prorated Budget Thru 02/28/25	Actual Thru 02/28/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 1,040,361	\$ 986,141	\$ 986,141	\$ -
Special Assessments - Prepayments	-	-	5,762	5,762
Interest Income	-	-	11,917	11,917
Total Revenues	\$ 1,040,361	\$ 986,141	\$ 1,003,820	\$ 17,679
Expenditures:				
Series 2017R-1				
Interest - 11/1	\$ 157,071	\$ 157,071	\$ 157,071	\$ -
Special Call - 11/1	-	-	10,000	(10,000)
Principal - 5/1	465,000	-	-	-
Interest - 5/1	157,071	-	-	-
Special Call - 5/1	-	-	-	-
Series 2017R-2				
Interest - 11/1	\$ 55,504	\$ 55,504	\$ 55,504	\$ -
Special Call - 11/1	-	-	5,000	(5,000)
Principal - 5/1	110,000	-	-	-
Interest - 5/1	55,504	-	-	-
Property Appraiser	11,200	-	-	-
Total Expenditures	\$ 1,011,350	\$ 212,575	\$ 227,575	\$ (15,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 29,011	\$ 773,566	\$ 776,245	\$ 2,679
Net Change in Fund Balance	\$ 29,011	\$ 773,566	\$ 776,245	\$ 2,679
Fund Balance - Beginning	\$ 338,409		\$ 871,558	
Fund Balance - Ending	\$ 367,420		\$ 1,647,803	

Poinciana West
Community Development District
Long Term Debt Report

Series 2017-1 Senior Special Assessment Refunding Bonds	
Interest Rate:	2% - 4.3%
Maturity Date:	5/1/2037
Reserve Fund Definition	50% of Maximum Annual Debt Service
Reserve Fund Requirement	\$392,337
Reserve Fund Balance	397,893
Bonds Outstanding - 12/20/2016	\$11,215,000
Less: Principal Payment - 5/1/17	(\$485,000)
Less: Principal Payment - 5/1/18	(\$385,000)
Less: Principal Payment - 5/1/19	(\$395,000)
Less: Special Call - 5/1/19	(\$5,000)
Less: Principal Payment - 5/1/20	(\$405,000)
Less: Special Call - 5/1/20	(\$15,000)
Less: Special Call - 11/1/20	(\$15,000)
Less: Principal Payment - 5/1/21	(\$415,000)
Less: Special Call - 5/1/21	(\$10,000)
Less: Special Call - 11/1/21	(\$15,000)
Less: Principal Payment - 5/1/22	(\$425,000)
Less: Special Call - 5/1/22	(\$15,000)
Less: Special Call - 11/1/22	(\$20,000)
Less: Principal Payment - 5/1/23	(\$435,000)
Less: Principal Payment - 5/1/24	(\$450,000)
Less: Special Call - 5/1/24	(\$10,000)
Less: Special Call - 11/1/24	(\$10,000)
Current Bonds Outstanding	\$7,705,000

Series 2017-2 Subordinate Special Assessment Refunding Bonds	
Interest Rate:	5.375% - 5.7%
Maturity Date:	5/1/2037
Reserve Fund Definition	50% of Maximum Annual Debt Service
Reserve Fund Requirement	\$121,826
Reserve Fund Balance	123,551
Bonds Outstanding - 12/20/2016	\$2,945,000
Less: Principal Payment - 5/1/17	(\$125,000)
Less: Principal Payment - 5/1/18	(\$80,000)
Less: Principal Payment - 5/1/19	(\$85,000)
Less: Special Call - 5/1/19	(\$35,000)
Less: Principal Payment - 5/1/20	(\$90,000)
Less: Special Call - 5/1/20	(\$30,000)
Less: Special Call - 11/1/20	(\$5,000)
Less: Principal Payment - 5/1/21	(\$90,000)
Less: Special Call - 5/1/21	(\$25,000)
Less: Special Call - 11/1/21	(\$5,000)
Less: Principal Payment - 5/1/22	(\$95,000)
Less: Special Call - 11/1/22	(\$5,000)
Less: Special Call - 5/1/22	(\$40,000)
Less: Principal Payment - 5/1/23	(\$100,000)
Less: Special Call - 5/1/23	(\$40,000)
Less: Principal Payment - 5/1/24	(\$100,000)
Less: Special Call - 5/1/24	(\$5,000)
Less: Special Call - 11/1/24	(\$5,000)
Current Bonds Outstanding	\$1,985,000

Total Bonds Outstanding	\$9,690,000
--------------------------------	--------------------

Poinciana West
Community Development District
Special Assessment Receipts
Fiscal Year 2025

MAINTENANCE ASSESSMENTS

Gross Assessments \$ 309,892.74
 Certified Net Assessments \$ 288,200.25

Date	Distribution	Gross Assessments				Net Assessments	
		Received	Discounts/Penalties	Commissions Paid	Interest Income	Received	General Fund
11/12/24	10/21-10/21	\$ 4,383.67	\$220.65	\$83.26		\$ 4,079.76	\$ 4,079.76
11/15/24	10/1-10/31	\$ 1,305.99	\$52.22	\$25.08		\$ 1,228.69	\$ 1,228.69
11/21/24	11/1-11/07	\$ 30,970.62	\$1,238.36	\$594.64		\$ 29,137.62	\$ 29,137.62
11/26/24	11/8-11/15	\$ 45,056.03	\$1,799.36	\$865.13		\$ 42,391.54	\$ 42,391.54
12/6/27	11/16-11/26	\$ 63,677.71	\$2,543.72	\$1,222.68		\$ 59,911.31	\$ 59,911.31
12/20/24	11/27-11/30	\$ 111,949.46	\$ 4,483.46	\$ 2,149.32		\$ 105,316.68	\$ 105,316.68
12/27/24	12/01-12/15	\$ 21,262.96	\$ 755.58	\$ 410.14		\$ 20,097.24	\$ 20,097.24
02/03/25	Interest 10/1-12/31				\$ 1,903.63	\$ 1,903.63	\$ 1,903.63
02/10/25	1/1-1/31	\$6,529.95	\$ 132.42	\$ 127.95		\$ 6,269.58	\$ 6,269.58
Total Collected		\$ 285,136.39	\$ 11,225.77	\$ 5,478.20	\$ 1,903.63	\$ 270,336.05	\$ 270,336.05
Percentage Collected							94%

DEBT SERVICE ASSESSMENTS

Gross Assessments \$ 1,106,766.96
 Certified Net Assessments \$ 1,029,293.27

Date	Distribution	Gross Assessments				Net Assessments	
		Received	Discounts/Penalties	Commissions Paid	Interest Income	Received	Debt Service Fund
11/12/24	10/21-10/21	\$ 16,132.00	\$812.15	\$306.40		\$ 15,013.45	\$ 15,013.45
11/15/24	10/1-10/31	\$ 4,119.48	\$164.78	\$79.09		\$ 3,875.61	\$ 3,875.61
11/21/25	11/1-11/07	\$ 105,733.32	\$4,229.07	\$2,030.09		\$ 99,474.16	\$ 99,474.16
11/26/24	11/8-11/15	\$ 158,940.98	\$6,349.17	\$3,051.84		\$ 149,539.97	\$ 149,539.97
12/6/27	11/16-11/26	\$ 225,409.30	\$9,006.96	\$4,328.05		\$ 212,074.29	\$ 212,074.29
12/20/24	11/27-11/30	\$ 405,109.66	\$ 16,230.19	\$ 7,777.59		\$ 381,101.88	\$ 381,101.88
12/27/24	12/01-12/15	\$ 76,874.93	\$ 2,732.60	\$ 1,482.85		\$ 72,659.48	\$ 72,659.48
02/10/25	1/1-1/31	\$24,030.30	\$ 487.67	\$ 470.85		\$ 23,071.78	\$ 23,071.78
Total Collected		\$ 1,016,349.97	\$ 40,012.59	\$ 19,526.76	\$ -	\$ 956,810.62	\$ 956,810.62
Percentage Collected							93%

Poinciana West
Community Development District
Current Investment Summary

<i>Institution</i>	<i>Transfer Dates</i>	<i>Transfer Amounts</i>	<i>Current Balances as of 2/28/25</i>	<i>Investment Type</i>	<i>Maturity Dates</i>	<i>Current Interest Rates</i>
Florida Prime (SBA)			\$ 38,076.56	Florida Government Investment Pool	N/A	4.53%
Bank United *0859	7/31/24	\$150,000.00	\$ 150,000.00	12 Month CD	7/31/25	4.402%
Bank United			\$ 534,706.38	Money Market Account	N/A	4.06%
			\$ 722,782.94	Total Invested Balance		

Poinciana West
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2025
Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
1/1-1/31	2102-2105	\$124,772.50
2/1-2/28	2106-2112	\$30,675.51
TOTAL		\$155,448.01

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/11/25	00035	1/25/25	84957538	202502 320-53800-41500	INTERNET	*	194.12		
		1/27/25	84957538	202502 330-53800-41500	INTERNET	*	194.85		
		1/28/25	84957538	202502 340-53800-41500	INTERNET	*	194.85		
								583.82	002313
2/11/25	00108	1/28/25	2550	202501 320-53800-46800	WHITE RE-STRIPE/HC SYMBL	*	765.24		
								765.24	002314
2/11/25	00001	2/01/25	187	202502 310-51300-34000	MGMT FEES	*	3,655.83		
		2/01/25	187	202502 310-51300-35100	COMPUTER TIME	*	41.67		
		2/01/25	187	202502 310-51300-31300	DISSEMINATION	*	247.67		
		2/01/25	187	202502 310-51300-49500	WEBSITE ADMIN	*	89.17		
		2/01/25	187	202502 310-51300-51000	OFFICE SUPPLIES	*	.15		
		2/01/25	187	202502 310-51300-42000	POSTAGE	*	7.56		
		2/01/25	187	202502 310-51300-42500	COPIES	*	2.55		
		2/01/25	188	202502 320-53800-34000	FIELD SERVICES	*	1,350.00		
								5,394.60	002315
2/11/25	00064	1/29/25	22367	202501 330-53800-46200	TREE REMOVAL/INST SOD	*	2,175.00		
		2/04/25	22533	202502 330-53800-46200	DEBRIS REMOVAL & CLEAN UP	*	175.00		
								2,350.00	002316
2/11/25	00031	2/04/25	11492	202502 320-53800-34500	WIRELESS BATT OP LOCK SET	*	1,021.83		
		2/04/25	11492	202502 330-53800-34500	WIRELESS BATT OP LOCK SET	*	1,021.83		
		2/17/25	11490	202502 330-53800-34500	MONITORING	*	1,175.00		
		2/17/25	11491	202502 340-53800-34500	MONITORING	*	350.00		
								3,568.66	002317
SABA -SABAL PALM-- PPOWERS									

SABAL PALM CDD - GF
 BANK A SABAL PALM - GF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/11/25	00084	12/31/24 28766	202412 320-53800-46201	REDO 3 MONUMENT SIGNS SHINTO LANDSCAPING LLC	*	7,374.50	7,374.50 002318
2/11/25	00077	2/02/24 PSI14557	202502 340-53800-46400	FEB 25 - LAKE/POND MAINT SOLITUDE LAKE MANAGEMENT	*	612.00	612.00 002319
TOTAL FOR BANK A						20,648.82	

SABA -SABAL PALM-- PPOWERS

SABAL PALM CDD - GF
 BANK Z SABAL PALM AUTOPY

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/28/25	00010	1/31/25 JAN 25	202501 320-53800-43000	JAN 25 - ELECTRIC	*	928.81		
		1/31/25 JAN 25	202501 320-53800-43001	JAN 25 - ELECTRIC	*	1,879.94		
		1/31/25 JAN 25	202501 330-53800-43000	JAN 25 - ELECTRIC	*	1,107.10		
		1/31/25 JAN 25	202501 340-53800-43000	JAN 25 - ELECTRIC	*	3,600.16		
							7,516.01	080006

TOTAL FOR BANK Z						7,516.01		
TOTAL FOR REGISTER						28,164.83		

SABA -SABAL PALM-- PPOWERS

SECTION D

SECTION 1



Poinciana West Community Development District



March 19th, 2025
Joel Blanco - Field Services Manager
GMS

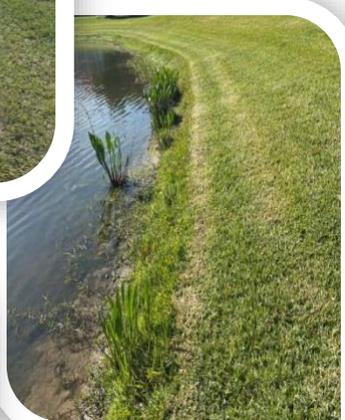
Site Items

Aquatics and Midge Management Maintenance Review

- ✚ GMS staff has continued to review the ponds throughout the district.
- ✚ Several ponds have continued to experience low water levels during the dry season with most edges exposed.
- ✚ Field Staff has noticed several ponds experiencing dollar weeds growing by their edges. Vendor was sent a list of ponds with current dollar weeds for treatment.
- ✚ Most of the algae blooms experienced last month caused by the HOA's fertilization has been treated.
- ✚ Littoral plantings have thrived during the dry months, as most duck potatoes and pickerelweed have started to bloom.
- ✚ Large Traffic Cone was removed and disposed from P-19B.



Landscaping Maintenance Review



- ✚ GMS staff continues to review all CDD landscaping areas throughout the district including dry ponds.
- ✚ Reviewed landscaping remains in satisfactory standards--clean and tidy pond tracts at the end of resident property line with pond banks at appropriate height levels with some mowed during the dry season in preparation for the spring rain.
- ✚ Dry ponds have been serviced with some areas that have held more water than others scheduled for string trimming.

Site Items

Review of P-19A



- ✚ Field Staff has continued to monitored the restorative progress of P-19A.
- ✚ Sod that was laid during the 1st repair of the eroded areas on the resident side, has established and greener than anticipated during the dry season.
- ✚ Weeds that were previous mowed further into the bank has shown signs of coming back. Landscaping vendor has been scheduled to mow area again.
- ✚ Water levels have stabilized and currently several inches higher than in reported in the Jan. FMR.
- ✚ Gators were present during review with no wildlife signs present. Attached is a proposal to install a “Beware of Wildlife” sign for both 19A & 19B.
- ✚ Field Staff will continue to monitor as the spring rain fills the pond back to normal water levels.

Site Items

Review of P-19A



- ✚ Field Staff was made aware of CDD owned Cypress Tree roots encroaching the foundation of a home on Indian Wells Ave.
- ✚ After review trees were confirmed on the CDD tract with roots indeed close to the home.
- ✚ Attached is a proposal to remove (3) Cypress Trees and cap the irrigation line.

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at jblanco@gmscfl.com. Thank you.

Respectfully,
Joel Blanco

SECTION 2

Pond #	Date Serviced	Algae	Grasses	Submersed Wee	No Treatment Ne	Comments	Treatment Used
1	1-10				x		
2	1-10				x		
3	1-10				x		
4	1-10				x		
4A	1-10				x		
5	1-14		x				
6	1-14		x				
7	1-14			x			
8	1-14		x				
9	1-14				x		
10	1-14				x		
11	1-14				x		
12	1-14			x			
13	1-14				x		
14							
15	1-28				x		
16	1-28				x		
16A	1-28				x		
17	1-28		x				
18	1-28		x				
19	1-28						
20	1-28		x				
21	1-28		x				
22	1-28		x				
P1							
P2							
P3							
P4							
P5							
P6							
19A	1-28				x		
19B	1-28				x		

Pond #	Date Serviced	Algae	Grasses	Submersed Wee	No Treatment Ne	Comments	Treatment Used
1	2-5				x		
2	2-5				x		
3	2-5				x		
4	2-5				x		
4A	2-5				x		
5	2-6				x		
6	2-6				x		
7	2-7			x			
8	2-5	x		x			
9	2-5	x	x	x			
10	2-5		x				
11	2-28		x				
12	2-5	x	x				
13	2-26				x		
14							
15	2-7				x		
16	2-7	x	x	x			
16A	2-7				x		
17	2-7	x	x				
18	2-11	x					
19	2-11				x		
20	2-7	x					
21	2-26		x				
22	2-26		x				
P1							
P2							
P3							
P4							
P5							
P6							
19A	2-11		x				
19B							

SECTION 3



All Services By Customer Summary

Run By: kissasst

Page 1 of 1
Monday, February 10, 2025
10:15:14 AM

Poinciana West Community Dev. Dist. (P07800)

Filter Date between 01/01/2025 and 01/31/2025

Customer	Work Type	Service Item	Service Item Description	Start Date	End Date	Used Quantity	Unit Of Measure	Treated Ponds
P07800 - Poinciana West Community Dev. Dist.	Municipal Back Pack	KIS1768 - Nat G30 10 lbs per acre		01/03/2025	01/03/2025	3.47	acr	1,2,8
P07800 - Poinciana West Community Dev. Dist.	Municipal Back Pack	KIS1818 - Strike Pellets 10lbs/acre		01/03/2025	01/03/2025	0.41	acr	6
P07800 - Poinciana West Community Dev. Dist.	Municipal Back Pack	KIS1768 - Nat G30 10 lbs per acre		01/23/2025	01/23/2025	3.47	acr	1,2,8
P07800 - Poinciana West Community Dev. Dist.	Municipal Back Pack	KIS1818 - Strike Pellets 10lbs/acre		01/23/2025	01/23/2025	0.41	acr	6
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		01/13/2025	01/13/2025	3.00	mi	
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		01/16/2025	01/16/2025	4.00	mi	
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		01/31/2025	01/31/2025	3.00	mi	



All Services By Customer Summary

Run By: kissasst

Page 1 of 1
Monday, March 10, 2025
12:54:28 PM

Poinciana West Community Dev. Dist. (P07800)

Filter Date between 02/01/2025 and 03/07/2025

Customer	Work Type	Service Item	Service Item Description	Start Date	End Date	Used Quantity	Unit Of Measure	Treated Ponds
P07800 - Poinciana West Community Dev. Dist.	Municipal Back Pack	KIS1768 - Nat G30 10 lbs per acre		03/04/2025	03/04/2025	3.29	acr	1, 2, 8
P07800 - Poinciana West Community Dev. Dist.	Municipal Back Pack	KIS1818 - Strike Pellets 10lbs/acre		03/04/2025	03/04/2025	0.41	acr	1, 2, 6, 8, 15, 21
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		02/06/2025	02/06/2025	3.00	mi	
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		02/07/2025	02/07/2025	4.10	mi	
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		02/14/2025	02/14/2025	3.20	mi	
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		02/14/2025	02/14/2025	4.10	mi	
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		02/20/2025	02/20/2025	3.00	mi	
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2715 - Biomist 4+4 ATV/ULV		02/25/2025	02/25/2025	2.10	mi	
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		02/28/2025	02/28/2025	4.10	mi	
P07800 - Poinciana West Community Dev. Dist.	Night Truck	KIS2827 - Biomist 4+4 Truck ULV		03/06/2025	03/06/2025	4.20	mi	
						31.50		

SECTION 4

Customer Complaint Log Poinciana West CDD											
Date	Resident	Address	Pond	Contact Given	Complaint	Assigned To	Resolution	Date Resolved	Date Reported to Vendor	Date Treated by Vendor	Midge Activity Reported by Field
1/30/2025	David Marks	545 Indian Wells Ave	P1		Trees growing into foundation of lanai; requesting an immediate update	Joel	Reviewed area, confirmed roots are close to lanai, and requested proposal from landscaping vendor.	02/13/2025	N/A		
2/4/2025	Peggy Gregory	742 San Raphael St	P8		Two grass islands	Joel	Reviewed area and requested additional treatment from aquatics vendor.	02/13/2025	02/13/2025	02/13/2025	
2/5/2025		265 Monterey St	P1		Fish coming up for air	Joel	Vendor reviewed area; no fish kill to report.	02/06/2025	02/06/2025	02/06/2025	
2/6/2025	Karl Krell	967 Ladera Ranch Road	P17		Requesting pond clean up/maintenance	Joel	Requested aquatics treatment.	02/06/2025	02/06/2025	02/07/2025	
2/6/2025	Lisa Walker	606 Irvine Ranch Rd.	P20		Blue/green algae in pond	Joel	Reported location to vendor for review and treatment.	02/06/2025	02/06/2025	02/07/2025	
2/10/2025	Matt Curtis	1402 Del Mar Dr.	P20		Requesting maintenance/painting of skimmer station	Joel	Updated resident--CDD does not paint skimmers.	02/13/2025	N/A		
2/13/2025	Rob Smith	537 Presido Park Place	P16		Requesting update on/cleanup of pond	Joel	Provided resident update on treatment at P16.	02/13/2025	N/A		

SECTION 5

*Item will be
provided under
separate cover.*