

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

The regular meeting of the Board of Supervisors of the Poinciana West Community Development District was held on Wednesday, **September 17, 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
Irene Stecher	Incoming Supervisor
Cap Doorn	Incoming Supervisor

Also present were:

Tricia Adams	District Manager
Scott Clark (on Zoom)	District Counsel
Alan Rayl (on Zoom)	District Engineer
Joel Blanco	GMS Field Staff
Cherrief Jackson	Clarke Midge Control
Andrew Gentes	Clarke Midge Control
Residents	

The following is a summary of the discussions and actions taken at the September 17, 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 9:34 a.m. A quorum was present. Ms. Adams requested that all Board Members state their name for the record. Five Board Members were present and a quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

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THIRD ORDER OF BUSINESS

Public Comment Period on Agenda Items

Ms. Adams opened the public comment period. There being no comments, Ms. Adams closed the public comment period.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the July 16, 2025, Board of Supervisors Meeting

Ms. Adams presented the minutes of the July 16, 2025, Board of Supervisors Meeting. The minutes were reviewed by District management staff and distributed to Board Members on August 5, 2025. Mr. LaRue recalled when he did meeting minutes, he included action items at the end, as a reminder for the next meeting and asked if this could be included. For future agendas, Ms. Adams would include ongoing Action Items List, under the District Manager’s Report, for tracking purposes.

On MOTION by Ms. Stecher seconded by Dr. Master with all in favor the Minutes of the July 16, 2025, Board of Supervisors Meeting were approved as presented.

FIFTH ORDER OF BUSINESS

Ratification of De-Watering Agreement with GMS

Ms. Adams presented a De-Watering Agreement with GMS. The agreement was included in the agenda package and was approved by the Chair in between meetings. On August 10th, the CDD was notified of a blockage in the stormwater system. As a result of that blockage, there was an investigation. Construction drawings, field inspections and plans were reviewed. Ultimately it was agreed that the best course of action, was to dewater the pond (pond 10), to expose an additional stormwater system infrastructure and confirm the cause of the blockage. Ms. Gregory preferred to discuss this item in further detail under the Engineer’s Report. Ms. Adams indicated that the proposal was in the amount of \$4,823.31, including labor, mobilization and equipment.

On MOTION by Mr. LaRue seconded by Dr. Master with all in favor approval of the De-Watering Agreement with GMS was ratified.

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Dr. Master questioned what happens if the Board disagreed with the Chair's decision. Mr. Clark pointed out that this did not occur in all the years that he represented CDDs, but theoretically it could happen and might result in the Board disagreeing about who should be Chair. However, it was necessary in the flow of things, when things happen in between meetings, particularly on an every two-month meeting schedule. In all those instances, the Board had confidence in the Chair and the decisions that were made. It was a process that always worked, but Dr. Master's question was a good one and hoped that it never came up. Mr. Doorn asked what would happen if the Board approved of the decision, but the solution did not work. Ms. Adams indicated that the scope of the agreement was for the dewatering, which was what the Board approved and ratified. The Board did not ratify repairs, or anything related to the ultimate outcome. Furthermore, the proposal was approved by the Chair and there was an expectation if the work was performed, the vendor would be compensated. Mr. Clark pointed out in situations like this, it was appropriate to call a special or emergency meeting, but in this situation, staff had several phone calls and agreed that something needed to be done immediately, because water was coming up in areas where there should not be water

SIXTH ORDER OF BUSINESS**Consideration of Work Authorization for Fiscal Year 2026 District Management and Field Management Services**

Ms. Adams presented a work authorization for Fiscal Year 2026 for District management and field management services, which was included in the agenda package. During the budget discussion, there was a request that rather than continuing with District management and field services based on the budget that the Board adopted, the Board had a special opportunity to consider a work authorization for the upcoming fiscal year. This Board was accustomed to reviewing agreement renewals for pond or landscape maintenance; however, it was not customary for District management and field management services to be presented. It was a special request and because of that request from the Board, GMS prepared a work authorization for Fiscal Year 2026. At the time that GMS was hired in 2017, they received compensation of \$45,000 annually; however, over the course of time there were fee reductions. GMS reviewed the proposed fee for Fiscal Year 2026 and believed the proposed fees are in keeping with market conditions and reflect the labor and support that was required to manage this project. In addition to providing the work authorization for Fiscal Year 2026, background information was provided,

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regarding the leadership at GMS, the District management, field management and accounting team. GMS served at the pleasure of the Board and if the Board wanted to bid out District management services, they could certainly do so, and it would be handled by District Counsel. Ms. Gregory noted under additional services, there was Request for Proposals (RFP), scope, preparation documents for landscaping, irrigation, aquatic, etc., at an additional charge of \$3,500 and if the CDD changed from Floralawn to Juniper, questioned whether GMS would charge \$3,500. Ms. Adams explained that this was in the event there was a bid that required a public bid process, if there was an annual agreement that was more than \$195,000, which was required by Florida Statutes. Mr. LaRue asked if this was an annual fee. Ms. Adams confirmed that the District management fee charged by GMS, was an annual fee, but the additional fees, would only be incurred upon approval by the Board.

Ms. Gregory asked if GMS would charge the CDD \$175 per hour for other requested administrative services that were requested by bondholders and dissemination agents. Ms. Adams confirmed that this would be an extraordinary circumstance that the Board would be aware of in advance of any fees being imposed. This fee schedule was useful internally for staff, when there were voluminous public records requests, usually related to litigation. The fee assessed, would be to research and gather public records. However, that would not be an expense that the District incurred but would be paid by whomever was requesting those extensive records. This hourly fee was not for day-to-day CDD business, but something that would be done in collaboration with the Board. Ms. Gregory pointed out that this was something that the Board should be advised of. Furthermore, she believed that GMS was a good company and for the most part and their performance was adequate; however, she had difficulty with GMS increasing their fee only because other firms do so. In addition, Ms. Gregory took exception to the fact that no one at GMS had contacted her to discuss the situation, after she sent a letter to GMS, as GMS was charging the CDD for 12 meetings, but the CDD only met four times. If that was the case, perhaps the CDD should meet every month. Moreover, Ms. Gregory pointed out that in the original contract that the CDD signed with GMS, dated December 13, 2017, GMS was supposed to provide timely payment of all invoices. In addition, on Page 11, it stated that GMS would review and approve an annual budget, have an audit performed and monthly disbursements, yet when looking at the Check Register, their accounting process was only completed before they

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had a meeting. Invoices were marked as due within 30 days, and she did not know why GMS could not pay the bills in a timely manner and then present them in a Check Register.

Ms. Gregory pointed out that her main concern, was the fact that there was a \$11,000 check that was whitewashed last year, which she was not happy about, although the monies were paid back. Ms. Gregory questioned why GMS does not do contractually what they said that they would do. Ms. Adams pointed out that the fee schedule for GMS was based on the labor and technology that was required to operate the firm and not on what other firms were charging and was commensurate with the market rate. Furthermore, regarding someone from GMS not reaching out to Ms. Gregory, Ms. Adams recalled that she herself reached out to Ms. Gregory to ask if she wanted to meet in person regarding the work authorization. The work authorization was prepared as a result of the analysis from Ms. Gregory, which was received by Ms. Adams while she was in transit to the last Board meeting. After the meeting, Ms. Adams reviewed Ms. Gregory's letter and provided it to the Vice President of their Central Florida branch, as well as to the owner of the company and to an associate who worked out of the Tampa office. The GMS leadership team had phone discussions; one with the accountant for this CDD, analyzing the workload, reviewing where GMS started with this District and where they were now, relative to the annual expenses. As a result of the analysis, a work authorization was prepared and reviewed by that same team, which was forwarded to the Chair. Ms. Gregory recalled that the information that she provided to GMS, was in July and the work authorization was prepared in the last week. Ms. Adams pointed out there were ample discussions over the last two months, relative to coordinating not only this meeting, but coordinating information with the District Engineer and field staff regarding troubleshooting the pond. She hoped that Ms. Gregory felt that she was communicative and responsive to the Chair's requests. Ms. Adams reiterated she was representing the firm. Ms. Adams noted on the Check Register, there were payments for June, July and August and was confident that the District did not incur any late fees. Furthermore, their financial records were required to undergo an annual independent audit, which showed a clean audit with no deficiencies, no weaknesses or concerns with internal financial controls. If this Board wanted to meet more often, to have the information that they felt that they needed to make good policy decisions about the stormwater ponds, the firm stands ready to schedule additional meetings.

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Mr. LaRue asked if there was a cost savings by meeting four times per year instead of 12. Ms. Adams indicated that the CDD was scheduled to meet six times per year, and the biggest cost savings for a reduced meeting schedule were in the hourly expense for the attorney and engineer to attend the meeting, as well as some expenses related to mailing out the agenda packages to Board Members. Mr. LaRue questioned whether the CDD could be charged for six meetings and then an additional fee for an additional six meetings. Ms. Adams did not recommend this, as GMS was proposing \$44,558 in fees for the upcoming fiscal year, which was based on both the District's history and current workload. Mr. LaRue recognized that GMS was a competent, reliable company. Dr. Master felt that the dewatering situation was handled well overall and work gets done whether there was a meeting or not but questioned whether the overhead was based on six meetings. Ms. Adams confirmed that the proposed fees were based on the meeting schedule of this CDD and the CDD would not be charged extra fees, if this Board decided to schedule more meetings or had an emergency meeting. In addition, Board Members were entitled to receive compensation of up to two meetings per month. Mr. Doorn asked if Ms. Gregory received the answers to her questions. Ms. Gregory indicated that she received the same answer for a long time, which was fine. The problem was not with Ms. Adams and Mr. Blanco, but with the overall concept of six meetings versus 12 and the District being rewarded for that. Dr. Master agreed with Mr. LaRue that GMS was doing a good job and hoped that this discussion was not leading GMS to believe anything otherwise. Ms. Adams pointed out that they serve at the pleasure of the Board and wanted the Board to have confidence in them. Mr. LaRue confirmed that the Board had that confidence in GMS. Ms. Adams acknowledged that the special requests made by the Board were accommodated by GMS.

On MOTION by Mr. LaRue seconded by Dr. Master with all in favor the Work Authorization for Fiscal Year 2026 District Management and Field Management Services was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Clarke Proposal for Fiscal Year 2026 Midge Management Services**

Ms. Adams presented a proposal from Clarke for Fiscal Year 2026 for midge management services, which was included in the agenda package. The proposed amount was \$28,945.64. The Board budgeted \$28,946 for Fiscal Year 2026 and there was a proposed

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increase in midge services from \$27,377.21 for the current year. Mr. Blanco, the Field Operations Manager was responsible for overseeing the services and ensuring service providers were working in accordance with the scope of the agreement. In addition, Ms. Cherrief Jackson and Mr. Andrew Gentes of Clarke, were present to answer any Board member questions. The agreement with Clarke was for the larvicide and adulticide. Mr. LaRue asked if there was a 6% increase. Ms. Adams confirmed that it was 6%. Ms. Gregory understood that it was for the cost of chemicals.

On MOTION by Ms. Gregory seconded by Mr. LaRue with all in favor the Proposal from Clarke for Fiscal Year 2026 Midge Management Services in the amount of \$28,945.64, subject to District Counsel preparing an agreement was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Floralawn Proposal for Fiscal Year 2026 Landscape Maintenance Services

Ms. Adams presented a proposal from Floralawn for Fiscal Year 2026 for landscape maintenance services, which was included in the agenda package. The proposed amount was \$67,452.11 and included a 1.5% increase. During the budget cycle, the Board approved \$69,476 for this line item. Mr. Doorn asked if Floralawn mowed lawns. Ms. Gregory indicated that Juniper mowed the yards and Floralawn mowed the pond banks of all the dry ponds. Mr. Blanco confirmed that Floralawn mowed the pond banks of six dry ponds. The bank was an easement that goes 6 feet around the actual pond itself. They mow up to the shoreline, to preserve the pond banks. Ms. Stecher asked if there was a schedule that they follow. Mr. Blanco indicated that they mow weekly. Ms. Gregory pointed out that they usually use a brush hog mower, to capture the entire pond bank, but if there was a great deal of rain, they would bring in a smaller mower. Mr. LaRue confirmed that they do a good job. Ms. Adams provided a map to the Board, prior to the meeting, which she felt would be helpful, as it identified the ponds that were owned and maintained by the CDD.

On MOTION by Ms. Stecher seconded by Ms. Gregory with all in favor the Proposal from Floralawn for Fiscal Year 2026 Landscape Maintenance Services in the amount of \$67,452.11, subject to District Counsel preparing an agreement was approved.

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NINTH ORDER OF BUSINESS Consideration of Solitude Proposal for Fiscal Year 2026 Pond Maintenance Services

Ms. Adams presented a proposal from Solitude for Fiscal Year 2026 for pond maintenance services, which was included in the agenda package. The proposed amount was \$72,672 and included a 4% increase. Mr. Blanco indicated that Solitude had a technician that comes out to the community, at least one time per week; however, they were typically onsite three times per week, according to the Poinciana CDD's contract. They perform inspections as well as algaecide treatments or spray for invasive weeds that grow to pond banks or create cluster islands. They also inform him of any concerns outside of algaecide, whether a boat treatment on the interior of the pond, needed to address it from the inside out, as opposed to from an ATV. They would fluctuate between these types of vehicles. They also offer other types of services, such as addressing the muck inside of the ponds, as well as the installation of littoral plantings. Mr. Doorn asked if there were a list of options. Ms. Adams stated that Solitude was a full-service organization that offered many pond maintenance options, and they had a comprehensive website, including an extensive education section to educate Board Members about options. Mr. LaRue pointed out that according to Schedule A, they come out on a one time per week basis, but the schedule on Page 178, noted that they only do four or five ponds per week, meaning that they were servicing them once every four weeks. Mr. Blanco explained that any time they apply any type of algaecide into the ponds, it takes seven to ten days, and they were not allowed to treat again within those seven to ten days. Mr. LaRue indicated if they were inspecting the ponds, he expected to see a schedule showing when each pond was inspected and what the results were. According to the schedule on Page 178, they did Ponds 1 through 4 on the 16th, Ponds 5 and 6 on the 10th and Ponds 7 through 11 on the 21st. He did not have a problem with that, but it was not once per week. It was once per month for each pond.

Ms. Adams pointed out if there was a complaint, Mr. Blanco communicated that complaint with Solitude and even if a pond was not on their schedule for treatment, they could inspect and determine if they had the ability to treat. Mr. LaRue did not have a problem with what they were doing, but wanted to know about it, instead of saying it was once a week. Mr. Clark would make the change in the agreement. In addition, Mr. LaRue pointed out that it sounded like the State was dictating the weed control, but what they discussed last year, was to have it controlled within 3 to 4 feet of the shoreline. However, if there was a State requirement, they needed to specify what that requirement was. Ms. Adams would look at the scope and

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confirm that. Mr. Clark would make a note of this for the agreement and work with Mr. LaRue. Mr. LaRue further questioned whether they would ever use lake dye. Ms. Adams confirmed that they were not using it, but it was offered by Solitude if they needed it. Ms. Stecher questioned on Page 178 whether there was a treatment and inspection log and whether there was a one-time per month inspection. Mr. LaRue believed that there was a treatment log, because when they looked at Ponds 1 through 4 on the 16th, they marked it on a log and requested that it indicate who was doing what, as there were different companies doing the midge and weed control. Dr. Master asked if staff comes out to ensure that Solitude completed what they were supposed to. Mr. Blanco confirmed that he monitored the way the banks were cut, when he does his pond reviews. Dr. Master lived on a dry pond that was part of the southern canal and noticed that they mowed the top of the slope, but not the bottom. In addition, a tree fell from the easement, onto the slope and Solitude did not remove it. Mr. LaRue indicated that was Avatar controlled, and they would not get service until the CDD took it over. Mr. LaRue pointed out that the system was very well designed, to where they would never have flooding onto someone's lanai, but they needed to have a sense of urgency and asked if it was possible to have a cost per pond for the special treatment on Ponds 5, 6, 8 and 9.

On MOTION by Mr. LaRue seconded by Mr. Doorn with all in favor the Proposal from Solitude for Fiscal Year 2026 Pond Maintenance Services in the amount of \$72,672, subject to District Counsel preparing an agreement was approved.
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TENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Clark recalled that the Board expressed its preference that vendors be paid by ACH and beginning with the August bill, he was able to work that out with GMS. Regarding the issue with Pond 19A, the Board gave direction at the last meeting for him to enter into a settlement with Taylor Morrison, to recover all the engineering and legal costs and all costs expended on the pond and to include satisfactory language in the agreement that was presented. It was his belief, based on the discussion, that they can get satisfactory language in the agreement, but as stated at this meeting, he had not received any agreement regarding the \$22,000 that the CDD asked them to pay. Some of that may be on their side on who was going to pay, because an Insurance Adjustor looked at those numbers and then passed the file onto someone else, who Mr.

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Clark was not familiar with. The process had become frustrating, as they have not said yes or no to it. Mr. LaRue pointed out that the insurance adjustor was their problem. Mr. Clark confirmed that the insurance adjustor was their problem, but at the last meeting, there was discussion about going forward with legal action, if it did not get settled and recommended that the Board allow him to work this some more and get a specific answer from them, which he would bring back to the next meeting, because even though the CDD would prevail, they would not be able to recoup their attorney's fees. Ms. Gregory did not have any problem waiting, as she did not think that they were going to be quick to respond and asked if he sent a demand letter. Mr. Clark indicated that he did not send a formal demand letter but presented a response to their offer of the payment of the work. Mr. LaRue questioned the amount of attorney's fees. Ms. Adams indicated that the grand total for damages and fees was \$22,600; it included amounts accrued to date, an allowance for completion of the legal agreement, the fees incurred from engineering inspection services from GAI, and a deposit on the repair and final payment of the repair. Mr. Clark estimated to litigate this matter, would exceed the \$22,600, as litigation was expensive and a last resort. *There was Board consensus for Mr. Clark to continue working on this matter.*

B. Engineer

i. Presentation of Annual Engineer's Report

Ms. Adams reported that an annual letter was required to be presented to the bond trustee, as a requirement of the Trust Indenture for the tax-exempt bond that was issued to generate construction funds for stormwater ponds and other infrastructure. There was a requirement that had some specified terms regarding the condition of the District assets, adequacy of the budget and insurance. They typically ask the Board to take action to accept the Annual Engineer's Report that was provided to the Trustee. This is different from the Field Inspection Report, that was discussed at last month's meeting. Mr. Rayl presented the Annual Engineer's Report, which was on Page 87 of the agenda package. The CDD had 30 ponds, of which 19 had bleed down features and acknowledged that Mr. LaRue was correct in his statement that no one was going to be in danger of flooding. Ms. Adams recalled that the letter stated the stormwater system was in good condition, there was adequate insurance and adequate budgeting.

On MOTION by Ms. Gregory seconded by Mr. LaRue with all in favor accepting the Annual Engineer's Report was approved.

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ii. Consideration of Fiscal Year 2026 Fee Schedule for Professional Engineering Services

Ms. Adams presented the proposed fee schedule for Fiscal Year 2026, which was included in the agenda package. She received confirmation from the engineer's office, that it was effective from January 1, 2026, through December 31, 2026. Mr. Rayl pointed out they had not adjusted their rate schedule since the end of 2021, when they had been selected to serve as District Engineer for the CDD. They adopted this rate schedule for all their other clients but were not applying it to this CDD throughout the remainder of this calendar year, but at the end of this calendar year, all their clients would be following it. This was to keep current with the salaries for the professional engineers. Ms. Gregory understood that Mr. Rayl has not increased their prices since 2021, which was of no matter to this CDD, as they were looking for almost a 20% increase, which was exorbitant, as the rate was increasing from \$225 per hour to \$275 per hour. Mr. LaRue felt that this was not acceptable and that they needed to look for another engineering firm. Ms. Gregory questioned how many CDD contracts Mr. Rayl had. Mr. Rayl confirmed that they were the District Engineer for 11 CDDs. Ms. Gregory questioned why the CDD was being billed by Mr. Rayl's firm for research about CFX, as construction on the parkway would not begin for two more years. Mr. Rayl explained that it was brought to the District Manager's attention that this corridor was being contemplated and they were asked to review it to see if it would have any effect on the CDD. Ms. Adams confirmed that the District office received a notice from CFX regarding representatives coming in to do inspections and some geotechnical surveys. Neither District Counsel or the District Engineer had any objection to it and this was relayed back to CFX.

Ms. Gregory took exception to this, as the Board was not informed about this matter and they were not going to start construction at the end of this year, but in two years. Mr. LaRue did not understand why the CDD was paying for this. Ms. Adams noted it was in an abundance of caution, to ensure that there were no engineering or legal concerns with the inspection that CFX was requesting. Mr. Rayl pointed out that it also included the annual report that the Board just approved. Ms. Gregory assumed that the letter that was provided for the special assessment bonds, was a copy and paste from previous editions. Ms. Adams explained that the invoice in question was dated August 7th and 1.5 hours was billed at \$150 for research of the Water Management District files, to determine drainage features that would be impacted by the

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parkway. Mr. Rayl confirmed that the research was done by a Junior Engineer and he did not bill for any of his time for supervising the Junior Engineer. Mr. LaRue felt that it was ridiculous to respond to every parkway activity that was not even going forward at this time, which should have been approved by the Chair prior to doing any research.

Regarding Pond 10, Mr. Rayl reported that two weeks prior to the Labor Day holiday, they started receiving emails that there were some concerns about flooding on Newport between the two traffic circles, due to high water levels in the inlet throats from a tropical event. They started to investigate it and made a site visit. At the time, they coordinated with District management and field staff extensively and found that there were bleed down structures that did not appear on any of the construction plans of record, that the District had possession of or that South Florida Water Management District (SFWMD) had available records on. Therefore, as discussed earlier, it was determined that emergency pumping was warranted in Pond 10, which was interconnected to two other ponds, to alleviate the elevated water levels that were impacting Newport, but also had the opportunity to impact San Raphael Street and Tapatio Lane. Once the water level was lowered across Labor Day weekend, a bleed down was located south of the overflow weir on the western side of Pond 10 in inoperable condition. It was repaired by field staff and the function of that pond, had been restored and the elevated water levels should not occur again. No homes would be in jeopardy, as they would discharge to downstream outfalls when it overflowed. It took some phone conversations and creative thinking on the part of field staff to work out this solution and avert any disaster. Since then, as the District Manager mentioned earlier, they prepared a proposal to investigate all the ponds and structures, as recommended by Mr. Rayl, in to identify the locations of some of these bleed down features that did not appear on any of their drawings.

Mr. LaRue questioned how many other ponds did not have a bleed down line. Mr. Rayl indicated that they were all connected to a bleed down, but they were not identified on the plans. Ms. Gregory asked if they had specific drawings on these 19 suspected ponds that were a potential problem. Mr. Rayl did not have any of them. Ms. Gregory pointed out that they were just assuming this and were going to spend all this money to investigate all these ponds that did not have any issue at this time. Mr. Rayl indicated that they would do this because of what they just went through, as the District incurred at least \$9,000 in costs, when Pond 10 was assumed not to be broken. The proposal was for an above ground inspection of all 30 ponds and control

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structures, to evaluate their condition and function and would include all outfall structures and 19 bleed downs. At the end of the investigation, they would prepare a report of their findings, including existing conditions, photos or recommendations for maintenance and/or repairs for the Board's consideration. Without knowing that, the annual report next year, could not be issued. Ms. Gregory asked if this was the same annual review that Ms. Leo prepared. Ms. Adams confirmed that Ms. Leo used to do an annual field inspection and asked if the proposed work authorization was for a comparable inspection. Mr. Rayl confirmed that it was comparable and the minimal amount for Water Management District certifications and for the District to maintain their facilities. Ms. Gregory questioned why it took Mr. Rayl a week to come out and look at Pond 10. Mr. Rayl indicated that they were doing their best to try to solve the issue without knowing the cause of it. Field staff was onsite, and he was trying to diagnose the problem from his computer, to save the District money. The issue could not be determined from discussions with field staff, and it was at that time, that he came onsite to perform an onsite investigation on August 18th.

Ms. Gregory noted from the beginning when this all stated, he was unable to gather any other documents that would help resolve this issue. Mr. Rayl confirmed that Ms. Leo provided minimal information and there were over 330 permits listed under Poinciana West on the SFWMD website and did not see it prudent to spend time going through that but rather try to get this information from the prior engineer, in the hopes of solving this problem quickly. However, she did not have anything of substance to provide. Ms. Gregory pointed out that she tried to get the master plans from AB Homes and Avatar, but they did not know where they were. Mr. Rayl believed that they could find those documents, which was what they were proposing to do in the proposal. Mr. LaRue recalled that a resident, Mr. Leon Kirschbaum, was able to pull up these drawings in a matter of days and had an issue with someone spending a week trying to find them. Mr. Rayl indicated that he did not spend any time digging up records for the District, but when the issue about the flooding occurred, they did some quick research on the Water Management District website to try to find those documents. If Mr. Kirschbaum had this information, they were not aware of it, but if they had been informed about it, perhaps a solution could have been arrived at sooner.

Mr. LaRue preferred to hire Ms. Leo as their engineer. Ms. Adams confirmed that she resigned and was not willing to serve. Mr. LaRue was then in favor of engaging another

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engineering firm. Ms. Adams recalled when the District issued a Request for Qualifications (RFQ) for engineering services, they received no responses, but after making phone calls, they received two responses; one of which was from Rayl Engineering, which was ranked number one and another from Dewberry, which was ranked number two. Mr. Clark believed that the CDD could go to the number two ranked firm, as it was below the threshold for the formal process. Dr. Master voiced concern about the amount of monies spent trying to get another engineering company up to speed. Mr. Rayl resigned as District Engineer, as he did not want to deal with a Board that was adversarial and left the meeting. Mr. LaRue appreciated that. Ms. Adams pointed out that the next step was for the Board to issue an RFQ, to reach out to engineering firms that serve CDDs in Central Florida or direct staff to negotiate with Dewberry. The Board could engage GAI to serve on an ad hoc basis until they secured an engineer. Discussion ensued and there was Board consensus to discuss the engineering proposals and options at the November 19th meeting. Mr. LaRue had no issue waiting until November, as they found the problem and repaired it.

C. District Manager

i. Approval of Check Register

Ms. Adams presented the Check Register for June 1, 2025, through August 31, 2025, totaling \$137,277.78, which was included in the agenda package, along with the detailed invoices and Check Run Summary. Everything was now converted to ACH. Ms. Gregory questioned a bill that was paid on June 10th, that was from February. Ms. Adams confirmed that it was for the trustee, who billed twice per year, but would investigate why there was a delay.

Dr. Master MOVED to approve the Check Register as stated above and Mr. LaRue seconded the motion.

Ms. Gregory questioned why there was an American Express statement on the field management invoice for \$50.32. Ms. Adams explained that it was printed materials for an Earth Day event that the Poinciana CDD was participating in. There was a map for Poinciana West printed as a handout.

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On VOICE VOTE with all in favor the Check Register as stated above was approved.

ii. Financials

Ms. Adams presented the Unaudited Financials through August 31, 2025, which were included in the agenda package. The District was fully collected for the fiscal year. She was in communication with the accountant to ensure that the financials accurately reflect the pond damages for engineer and attorney. As noted, they accrued \$2,500 in engineering expenses for pond damage and \$7,690 in attorney's fees. The Board had done a good job controlling expenses, as the District was running under budget for administration of the District, as well as for operations and maintenance. This Board does invest surplus funds. Mr. Doorn asked if the financials were annually. Ms. Adams confirmed that he was looking at monthly financials, but the financials accrue annually, as the budget runs from October 1st through September 30th. It was cumulative through the start of the fiscal year. Ms. Gregory requested that Ms. Adams keep track of any better interest rates for the investments. Ms. Adams pointed out that the money market was earning less interest, because of the financial environment. The State Board of Administration (SBA) was still earning over 4%. Dr. Master recalled some speculation that if the Federal Government lowers the short-term rate too much, it will drive long-term rates up. Ms. Adams would provide some C.D. rates to the Board at the November meeting.

D. Field Manager's Report

- i. Field Manager's Report**
- ii. Pond Maintenance Report**
- iii. Midge Management Report**
- iv. Customer Complaint Log**

Mr. Blanco presented the Field Manager, Pond Maintenance and Midge Management Reports and Customer Complaint Log, which were included in the agenda package. Ms. Gregory noted that Mr. Blanco did a great job. Mr. Blanco provided pictures of Pond P-10. Mr. LaRue asked if the plug was on the pond side or back side. Mr. Blanco indicated that the plug was within the bleeder drain. They blew it right out using a pressure washer gun. Mr. Doorn asked if there was any damage to the pipe. Mr. Blanco confirmed that it was discovered damaged. They found the flooding that was occurring at P-10 in inlets on Newport, Tapatio and San Raphael. The conservation area in the east was more filled than the one in the west. They collaborated

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with the District Engineer, in identifying the cause of the issue, as well as with the previous District Engineer. They utilized a dewatering pump, to alleviate the excess water in Ponds 10, 9 and 12. Mr. LaRue asked if the pond was 10 to 12 feet lower. Mr. Blanco confirmed that it was 10 to 12 feet from bank to pond. Mr. LaRue requested that he make the correction that it was 2.5 vertical feet lower. Mr. Blanco indicated that he was going off a measuring tape. They located the bleeder drain and noticed that it was damaged towards the pond end, as well as a little bit on the conservation end, they cut out any corrugated pipe that was damaged, reinforced it and lengthened it out from 2 feet to 10 feet. Mr. LaRue asked if it was corrugated all the way through the pond. Mr. Blanco stated that it was surrounded by a drain. They dug around it and put stone and fabric over it, backfilled it, extended it out 10 feet and put an atrium grate on both sides, so nothing would get in there. A stake to identify the location of the drain, was then put into the ground. Ms. Gregory requested that it be measured and noted, in case someone moved the stake.

Mr. LaRue felt that a long-term goal of Pond P-10, would be to run a bigger line and installing a weir, like on Pond P-11. Ms. Adams advised that they needed to be cautious about field staff making engineering modifications to the stormwater system because that would be outside of their scope of work. Mr. Blanco preferred having the new engineering firm oversee that. GMS staff conducted landscape reviews. All the dry ponds were recently serviced, including the sump areas, which hold more water than the rest of the ponds. The vendor was advised to keep the dry pond drains and skimmer stations mowed and outfalls free of weeds throughout the rainy season, as well as addressing it during the Winter. Field staff continued to review the ponds throughout the District. There were ponds that appear with later stages of treatment with additional blooms surfacing, which was common during the later Summer season, such as Pond P-19B. It was something that he was addressing with the vendor. All the algae were dead but seemed to be coming in waves. He was also addressing the aggressive grasses on Ponds

P-15 and P-16. The vendor notified him that a boat treatment was completed the week of the 8th. Ponds P-21 and P-22 continue to experience aggressive filamentous algae. The vendor was applying treatment every 14 days. Pond P-19A water levels have risen, with the influx of Summer rain. This was the pond that was treated for erosion. The vendor was advised to ~~Edgelynth ORDER OF BUSINESS~~ and P-12, no ~~Supervisor's Requests~~ low.

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There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

General Audience Comments

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

FOURTEENTH ORDER OF BUSINESS

**Next Meeting Date – November 19, 2025;
The Gator Room**

The next meeting was scheduled for November 19, 2025, at 9:30 a.m. in The Gator Room.

FIFTEENTH ORDER OF BUSINESS

Adjournment

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

Signed by:

Tricia Adams

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Secretary / Assistant Secretary

Signed by:

Peggy Gregory

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Chair/Vice Chairman